



**FULTON
COUNTY**

CONTRACT DOCUMENTS

FOR

REQUEST FOR PROPOSAL 23RFP021323C-MH

2023 VETERANS SERVICES PROGRAM

FOR

YOUTH AND COMMUNITY SERVICES DIVISION

OF

FULTON COUNTY, GEORGIA

CONTRACT AGREEMENT

THIS AGREEMENT (“Agreement”), entered into this **1st day of January 2023**, by and between **FULTON COUNTY**, Georgia (hereinafter referred to as “Fulton County” or “County”), a political subdivision of the State of Georgia, acting by and through its Community Development Department’s Youth and Community Services Division (“YCS”), and **Project Open Hand/Atlanta, Inc.** (hereinafter referred to as “Contractor”), a corporation organized as a nonprofit, tax exempt 501(c) (3) agency, authorized to conduct business within the state of Georgia (hereinafter collectively referred to as the “Parties”).

WITNESSETH

WHEREAS, as part of its official functions, Fulton County is authorized to exercise the power of taxation pursuant to Art. IX, Section IV., Par. I of the Constitution of the State of Georgia of 1983, and to expend such funds raised by the exercise of said powers for public purposes as declared in Art. IX, Section IV., Par. II of the Constitution; and

WHEREAS, Contractor has in its employ personnel, and under its supervision, facilities and resources by which it can render to Fulton County and the citizens thereof certain services authorized by the aforementioned Constitutional provision; and

WHEREAS, Contractor has agreed to render services to the citizens of Fulton County, and the County has appropriated funds for those services; and

WHEREAS, the parties desire to execute a formal agreement for the services to be rendered by Contractor, and said services shall be defined, and consideration to be paid for such services by Fulton County for the successful performance of the services, and shall be enumerated.

The Agreement was approved by the Fulton County Board of Commissioners on **May 17, 2023, BOC#23-0351**.

NOW, THEREFORE, in consideration of the premises, payment of the sum hereinafter set forth and the performance of the services described herein, it is mutually agreed as follows:

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ARTICLE I - PARTIES AND TERM:

(a) Fulton County, through its YCS, retains Contractor, and Contractor accepts retention by Fulton County to render the services as hereinafter defined and required; to perform such services in a manner and to the extent required by the parties herein; and as may be hereafter amended or extended in writing by mutual agreement of the parties.

(b) The Chairperson of the Board of Directors for the Contractor or authorized representative (hereinafter “Board Chair”) represents that she/he is authorized to bind and enter into contracts on behalf of Contractor, including this Agreement.

(c) Nothing contained in this Agreement shall be constructed to be a waiver of Fulton County’s sovereign immunity or any individual’s official or qualified good faith immunity.

(d) This Agreement will remain in effect from **January 1, 2023**, until midnight **December 31, 2023**.

(e) Fulton County shall have the right to suspend immediately Contractor’s performance hereunder on an emergency basis under this Agreement whenever necessary, in the sole opinion of Fulton County, to avert a life threatening situation or other sufficiently serious deficiency.

ARTICLE II - SCOPE OF CONTRACTOR’S DUTIES:

Upon execution of this Agreement, the Contractor will provide the following services for Fulton County:

SCOPE OF WORK:

Veterans Services Program (VSP)

VSP Service Category: Health and Wellness

VSP Funding Priority(ies):

Health and Wellness: Health and Wellness Veterans Post Traumatic Stress Disorder|Health and Wellness Veterans Disability Benefits

Project Open Hand/Atlanta, Inc., Open Hand Atlanta Veteran Services will provide services at the following locations at specified times during the contract period of **01/01/2023** through **12/31/2023**:

Service Delivery Site(s):

YCS Staff paste Service delivery site(s) from WebGrants (Q.9):

Name of Program Site:	Program Location (complete physical address):	Program City	Program State	Program Zip code	Fulton County District of the program (Facility) location:	District(s) of Fulton County Residents Served by the program (facility) location:
St. Vincent De Paul Georgia	2050 Chamblee Tucker Road	Atlanta	GA	30341	NA	1, 2, 3, 4, 5, 6
Open Hand Atlanta	181 Armour Dr NE	Atlanta	GA	30324	3	1, 2, 3, 4, 5, 6

Approach and Design:

Project Open Hand/Atlanta, Inc., Open Hand Atlanta Veteran Services will provide services to **64** clients that reside in Fulton County, with VSP funding.

Project Open Hand/Atlanta, Inc., Open Hand Atlanta Veteran Services will provide the following activities and services in Fulton County with VSP funding:

By providing Fulton County veterans with nutritious medically tailored meals and nutrition education we are providing a service that aligns with the health and human service key performance indicator of preventing health disparities by educating residents and connecting them to available resources as well as priorities. Our program will fill the gap where veterans report experiences of hunger, poor nutrition and food insecurity. We are giving food insecure and/or chronically ill/disabled Fulton County veterans access to a service that will allow them to help themselves be healthy and independent if able to do so and possibly reduce the instances or severity of comorbidities among that population. We will also be supporting vulnerable residents in our social services, by delivering our meals directly to Fulton County Veterans referred to us by the VA Healthcare System and conducting Cooking Matters classes directly with Fulton County veterans already receiving services at St. Vincent de Paul Georgia. In terms of health and wellness funding priorities, both our meals and nutrition education will be specifically tailored to serve Fulton County Seniors, including those suffering from disability and/or chronic illness, while also giving participants who want or are able to maintain a sense of nutritional independence that chance to do so. The Cooking Matters program teaches participants how to prepare healthy, affordable, delicious meals on a limited budget. Recipes and skills taught in class by a registered dietician are designed to be easily understood and repeatable by participants within their own space. Topics include reading food nutrition labels, proper portion sizing, knife safety, healthy preparations of favorite recipes, and more. The additional market baskets and recipes included within will both supply more healthy food directly to Fulton County veterans and encourage them to utilize skills learned in class in their own lives. These classes foster independence, social interaction and build the skills for residents to stay healthy once they are no longer participating in classes or receiving meals.

Designation of VSP Funds:

Based on the awarded amount of **\$50,000.00**, the VSP funds are designated according to the following cost categories: Administrative, Operational, and Direct Services.

- **Administrative Expenses-** VSP Funds that are spent on Executive/Management Staff and Administrative Support Staff salaries, salary fringe and benefits ONLY. (Note: Not more than 5% of grant award can be used for administrative costs. Includes direct and indirect charges for administration of the grant)
- **Operational Expenditures-** VSP funds used to conduct agency/ organizational functions that are secondary to program service delivery such as: office/warehouse lease or mortgage expenses, office supplies (pens, toner, paper, etc.), agency's utility expenses, staff transportation expenses, marketing/catalogues, etc.
- **Direct Service Expenditures-** VSP funds utilized to provide services directly to agency/program participants such as payments made on behalf of participants for rent, utilities, food, shelter, transportation (rentals, gas, and parking, bus drivers, participant's public transportation costs, etc.) , scholarships and day care vouchers, salaries and fringe benefits for direct service personnel (Case Managers, Educators, Subcontractors, etc.), program supplies (educational/instructional materials, paper, pencils, markers, etc.) directly consumed by participants. Program materials that may be pertinent to the scope of services of a funded program and that aid in contractor meeting contracted program outcomes are included in this definition (i.e. children's story books, educational games, puzzles, and flash cards).

The maximum amount of VSP funds allowed for administrative purposes (executive staff salaries and benefits only) is 5% of funds awarded. Throughout the contract period, program expenditures will be monitored (via performance reports) to ensure that funding is utilized as contracted.

YCS Staff paste designation of funding request chart from WebGrants (Q.8)

Cost Category	Designation of VSP Funding Award	Detailed Explanation of how the Funding Award will be Expended
Administrative (5% Admin max of funds awarded.)	\$3,008.00	Cost of time/labor of Open Hand Atlanta's Director of Nutrition Services
Operational	\$2,712.00	Mileage Reimbursement Costs
Direct Services	\$44,280.00	See below for full details.
Totals	\$50,000.00	

Additional Explanation of Funding Details:

Administrative: The entirety of this \$3008 will go to time and labor costs for Open Hand Atlanta's Director of Nutrition Services Laura Samnadda. Laura will be handling direct oversight and coordination of the Cooking Matters classes and handle the ordering of all class materials.

Operational: \$2712 will be dedicated to transportation based on mileage and other associated costs for class personnel traveling from Open Hand Atlanta to St. Vincent de Paul Georgia and back as well as MARTA cards supplied to class participants who require transportation assistance.

Direct: \$44,280 will be go to direct services related to providing medically tailored meals, market baskets, and Cooking Matters classes to Fulton County veterans. \$16,128 will go towards medically tailored meals (priced at \$9 a meal), with 14 meals per person in each cohort) \$13,400 will go to the costs of food and distribution of healthy market baskets. \$1600 will go towards books to be used in class. \$1536 will be used to provide food for classes. \$640 will be used to provide gift cards to be used for healthy shopping. \$2440 will be used to procure graduation gifts for class participants. \$4200 will be paid to staff personnel (Open Hand Atlanta Registered Dieticians) for conducting classes. \$4296 will go towards salary and fringe benefits of Open Hand Atlanta's Research & Evaluation Manager.

This comes to a total of \$51,694.83 for the entire request.

These numbers are based off a planned 64 participants. 4 cohorts of at least 15 Fulton County veterans each who will receive these services and participate in classes for 6 weeks at St. Vincent de Paul Georgia.

Program Performance Measures:

Project Open Hand/Atlanta, Inc. agrees to track and report program performance to the Fulton County Department of Community Development.

County Defined Performance Measure(s):

Health and Wellness: Health and Wellness Number of individuals connected to available resources to help mitigate illness and health disparities|Health and Wellness Number of individuals receiving referrals to behavioral health and other supportive services|Health and Wellness Number of individuals who report or demonstrate improved health related outcomes or other quality of life measures

The following program measures/ Key Performance Indicators (“KPI’s”) will be utilized to track and report program outcomes for the Fulton County residents supported with VSP funding, during the funding period (January 1, 2023-December 31, 2023):

Open Hand Atlanta will meet the Fulton County defined performance measures as identified by the health and wellness category to report the number of veterans connected to available resources, to help mitigate illness and health disparities, the number of veterans receiving referrals to other supportive services and the number of veterans who report or demonstrate improved health related outcomes or other quality of life measures. Evaluation of outcomes related to these performance measures will occur at the conclusion of Cooking Matters classes at the 6 week mark, utilizing an endline Cooking Matters survey conducted by Open Hand Atlanta's Research & Evaluation Manager that is compared directly against a baseline survey collected before classes begin in order to properly evaluate results. Cooking Matters curriculum and data collection is nationally recognized as a research-tested, evidence-based approach by the USDA's SNAP-ED. Measurements will include the number of veterans who report:Increases or decreases in food insecurityIncreases or decreases in fruit and vegetable consumptionChanges in quality of life (i.e. reduced stressed, general mental and physical health after healthy eating)In terms of referrals, participants in this program will have the option to participate in 1 on 1 nutrition counseling with an Open Hand Atlanta registered dietician outside of class time if they feel they need to.

Agency Defined Performance Measure(s):


For agency defined performance measures, the Cooking Matters survey also measures certain attitudes around cooking and making healthy choices as well as overall satisfaction with the program that Open Hand Atlanta uses to to adjust/improve classes for the future. Agency Performance Measures will include:Overall satisfaction with quality of meals as well as content of classesIncrease or decrease in positive attitude and perceptions around the process of cooking their own meals independentlyIncrease or decrease in reported healthy choices including choosing healthy foods at restaurants/grocery stores, planning meals and making meals from scratch.

ADDITIONAL REQUIREMENTS

Failure to adhere to the terms of this Agreement, in addition to the requirements listed below, may result in one or all of the following; delayed disbursement or total loss of awarded funds, and / or ineligibility to receive an RFP award during the next funding cycle.

1. Contractor agrees to develop, in conjunction with Fulton County, a process of accepting and serving Fulton County residents referred by the Youth and Community Services Division of Fulton County Government.
2. As consideration for the County providing funding and the non-profit entity accepting same, the non-profit entity shall, upon the County's request, participate in County-sponsored events and activities on County property, when feasible. The non-profit agency shall use its best efforts to comply with the County's request provided that it is given at least one week's notice to do so. Failure to participate will be taken into consideration for future funding requested by the non-profit entity.
3. Contractor agrees to allow staff from the Fulton County Department of Community Development to conduct contract compliance site visits as necessary (announced or unannounced).
4. During the site visit, Contractor will be required to allow staff to monitor programming, as well as review client rosters / sign-in sheets and/ or Registration information that should include complete addresses of Fulton County residents served by this funding.
5. Contractor agrees to comply with the Operational Specifications outlined in the 2023 Veterans Services Program RFP 23RFP021323C-MH
6. Contractor agrees that advertising, promotions and other publicity in connection with the supported program(s) shall include the following acknowledgement: **“Funding provided in part by the Fulton County Board of Commissioners under the guidance of the Department of Community Development.”**

Note: If your agency uses logos versus text, you may substitute the language above with the Fulton

County Logo 

Reporting

It is the Contractor's responsibility to ensure accurate reporting of all information contained in the performance reports. Reports and supportive documentation that consistently include erroneous/inaccurate data may result in a required reimbursement of funding and/or may negatively impact future funding.

6. Contractor will be required to submit completed performance reports (with deadlines of July 28, 2023, and January 12, 2024) to adhere to the requirements outlined in the Performance Report Instructions, as well as the format provided by the Fulton County Department of Community Development. Future funding will be affected if performance reports are not submitted by stipulated due dates.
7. Contractor will be required to provide demographic information concerning the Fulton County residents served, including, but not limited to age, race/ethnicity and gender.
8. Contractor will be required to report the number of UNDUPLICATED/NEW participants directly served through the Veterans Services Program funding. **Please note:** Failure to serve the total number of participants contracted to be served with VSP funding may result in reimbursement of VSP funding to Fulton County. Failure to reimburse the funding requested will result in the ineligibility to receive future funding.
9. Contractor will be required to submit unduplicated client rosters in a spreadsheet format that includes the complete residential addresses of the Fulton County residents served with VSP funding, and

LEDGERS demonstrating how Veterans Services Program funds were expended for the specified reporting period.

Expenditure of Funds

10. Contractor is prohibited from utilizing VSP funds for capital expenditures. (A “capital expenditure” is defined as: any resource not completely consumed during the contract year, i.e. computers, printers, construction, vehicles, cell phones, etc.) Program materials that may be pertinent to the scope of services of a funded program and that aid in contractor meeting contracted program outcomes are excluded from the definition of “capital expenditure” (e.g., children's story books, educational materials, games, puzzles, and flash cards).

11. Veterans Services Program funds must be expended by December 31, 2023. All funds that are not spent by this date must be reimbursed to Fulton County Government within 30 days of written request. A Contractor’s failure to adhere to this requirement will result in one or more of the following: inability to receive future funding from Fulton County, and/or legal action against the agency to recoup funding that are not reimbursed by the deadline.

ARTICLE III - COMPENSATION FOR SERVICES

(a) Fulton County agrees to pay Contractor a maximum sum of **\$50,000.00**.

(b) Upon receipt and approval of Contractor's invoice delineating projected expenditures for the first six months of the contracting period. Upon receipt and approval of said invoice, County shall pay Contractor the first six months of compensation provided for by this Agreement. The Contractor shall provide Fulton County with a second invoice delineating projected expenditures for the remaining six months of the Agreement Term. Upon receipt and approval of said invoice, Fulton County shall pay Contractor the second six months of compensation provided by this Agreement. **A failure by Contractor to submit the invoice for the first and/ or second six months of the contracting period will constitute a breach of this Agreement.**

(c) If through any cause, Contractor shall fail to fulfill its obligation under this Agreement in a timely and proper fashion or in the event that any of the provision or stipulations of this Agreement are violated by Contractor, Fulton County shall thereupon have the right to immediately suspend or terminate this Agreement by serving written notice as defined herein upon Contractor of Fulton County's intent to suspend or terminate this Agreement. If the Agreement is terminated pursuant to this paragraph, Contractor shall be exclusively limited to receiving only the compensation for work performed in a manner satisfactory to Fulton County up to and including the date of the written termination notice.

(d) The Contractor agrees and understands that all expenditures must be consistent with the scope and purpose of this Agreement, and expenditures must be consistent with the guidelines and definitions established in the **Veterans Services Program Request for Proposal ("RFP") 23RFP021323C-MH**, which is hereby incorporated by reference herein and made a part of this agreement. The County reserves the right to approve and reject payment for expenditures which are not consistent with the scope and purpose of this Agreement, and which the County determines are not consistent with the guidelines and definitions established in the Veterans Services Program RFP.

(e) The Contractor agrees and understands that Fulton County has the right to recover funds from Contractor for compensation received, pursuant to subsection (b) above if Contractor fails to perform the services outlined in Article II or does not perform such services to the satisfaction of Fulton County.

ARTICLE IV - RECORD KEEPING

(a) Contractor shall maintain accurate records of the expenditure and disposition of funds, and such records must be in accordance with good accounting practices, and made available for inspection and audit by Fulton County at a time mutually agreeable to parties and upon thirty (30) days' notice to contractor.

(b) All reports and communications, with supportive documentation consistent with contract provisions outlined in Article II, must be provided to Fulton County, in accordance with Article IV.

(c) A performance report, with supportive documentation consistent with provisions of the Agreement outlined in Article II, must be provided to Fulton County no later than **July 28, 2023, for the period January 1, 2023-June 30, 2023; and January 12, 2024, for the period July 1, 2023-December 31, 2023.**

(d) Contractor shall be responsible for sending staff representation to mandatory meetings that will be sponsored by the Fulton County Department of Community Development. Contractor will be notified in advance of said meetings.

(e) All notices, program reports and other communications required to be given under this Contract shall be sufficient if in writing and either delivered via e-mail, personally or sent by postage, prepaid, certified or registered United States mail, return receipt requested, or e-mail addressed as follows:

To Fulton County:

**Youth and Community Services Division
Veterans Services Program
c/o: Grants Administration
hsd.grants@fultoncountyga.gov
137 Peachtree Street, SW
Atlanta, Georgia 30303**

To Contractor:

**Project Open Hand/Atlanta, Inc.
181 Armour Drive, N.E.
Atlanta, Georgia 30324**

The Parties may only modify or update the above-referenced addresses during the term of this Agreement by providing formal notice to the other party of such a change pursuant to the terms of this provision.

(f) Contractor understands and agrees that, upon Fulton County's determination that Contractor is not or has not been in substantial compliance with any term of this Agreement with respect to the performance and provision of services at any single delivery site, Fulton County shall thereupon have the right to immediately suspend or terminate this Agreement upon written notice to Contractor. Contractor further understands and agrees that if Fulton County determines that Contractor is not or has not been in substantial compliance with any term of this Agreement with respect to the performance and provision of services at any single delivery site, Fulton County may request, and the Contractor shall provide, any and all additional reports, records or documentation Fulton County deems necessary to evaluate, assess and/or measure Contractor's overall level of performance under this Agreement, including Contractor's performance at other delivery sites.

ARTICLE V - INDEMNIFICATION

Contractor hereby covenants and agrees to indemnify and hold harmless Fulton County, its Commissioners, officers, and employees from all claims, losses, liabilities, damages, deficiencies, demands, judgments, or costs (including without limitation reasonable attorney's fees and legal expenses) suffered or occurred by such party, whether arising in tort, contract, strict liability or otherwise, including without limitation, personal injury, wrongful death or property damage arising in any way from the actions or omissions of Contractor, its directors, officers, employees, agents, successors and assigns in connection with its acceptance, or the performance, or nonperformance of its obligations under this Agreement; provided, however, that nothing herein shall be construed to preclude the Contractor from bringing suit against the County for breach of the terms of this Agreement.

**ARTICLE VI – TERMINATION OF AGREEMENT FOR COUNTY’S CONVENIENCE AND
FOR CAUSE**

(a) This Agreement is effective on **January 1, 2023**, and shall terminate on **December 31, 2023**, unless earlier terminated in accordance with the provisions of this Agreement. Notwithstanding termination of the Agreement, Contractor is obligated to fulfill all of its obligations, including its reporting requirements.

(b) Notwithstanding the above provisions, Fulton County may terminate this Agreement for convenience, or Fulton County or the Contractor may terminate this Agreement at any time for any reason by giving written notice of the intent to terminate the Agreement thirty (30) days in advance, by certified mail, return receipt requested, with proper postage prepaid, or by hand delivery, to the other party at the physical address provided herein for notice. The termination shall become effective on the thirtieth (30th) day after the date of such written notice unless the parties otherwise agree in writing. If this Agreement is terminated pursuant to this paragraph, Contractor shall be exclusively limited to receiving compensation for the work satisfactorily performed up to and including the effective date of termination.

(c) Fulton County shall have the right to suspend immediately Contractor’s performance hereunder on an emergency basis whenever necessary, in the opinion of Fulton County, to avert a life threatening situation or other sufficiently serious risk.

(d) In the event that this agreement is terminated by Fulton County or Contractor, following the Fulton County’s determination that Contractor is not or has not been in substantial compliance with any provision of this agreement, Contractor agrees that Fulton County shall have the right to request repayment in full of all compensation paid to Contractor pursuant to Article III of this agreement. If Fulton County exercises its right under this subsection, Contractor agrees to and shall repay Fulton County all compensation paid to Contractor pursuant to Article III of this Agreement.

(e) In the event that this agreement is terminated by Fulton County or Contractor, following the Fulton County’s determination that Contractor is not or has not been in substantial compliance with any

provision of this agreement, Contractor agrees that Fulton County shall have the right to terminate this Agreement between Fulton County and Contractor without penalty. Contractor acknowledges and agrees that Fulton County's right to terminate includes, but is not limited to, the right to withhold any and all future compensation due to Contractor pursuant to the terms of any and all other agreements between Fulton County and Contractor.

(f) In the event that this Agreement is terminated by Fulton County or Contractor, following Fulton County's determination that Contractor is not or has not been in substantial compliance with any provision of this Agreement, Contractor agrees that it shall not be eligible to either enter or to apply to enter into future contracts with Fulton County until it has addressed any and all areas of deficiency or non-compliance to Fulton County's satisfaction.

ARTICLE VII - INDEPENDENT CONTRACTOR STATUS

(a) Nothing contained herein shall be deemed to create any relationship other than that of an independent contractor between Fulton County and Contractor. Under no circumstances shall Contractor, its directors, officers, employees, agents, successors or assigns be deemed employees, agents, partners, successors, assigns or legal representatives of Fulton County.

(b) Contractor acknowledges that **Project Open Hand/Atlanta, Inc.**, its directors, officers, employees, agents and assigns shall have no right of redress pursuant to the Personnel Rules and Regulations of Fulton County.

(c) The Contractor 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 Contractor 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 Contractor shall maintain records pertaining to such taxes as well as payment thereof and shall make the same available to Fulton County at all reasonable times for inspection and copying. The Contractor shall apply for any and all tax exemptions which may be applicable

and shall timely request from Fulton County such documents and information as may be necessary to obtain such tax exemptions. Fulton County shall have no liability to the Contractor for payment of any tax from which it is exempt.

ARTICLE VIII - INSURANCE

Contractor agrees to obtain, maintain and furnish to Fulton County, a Certificate of Insurance (COI) showing the required coverage during the entire term of this Agreement. All insurance limits are listed in the “Insurance and Risk Management Provisions” document, Attachment “A”, with Fulton County, Georgia added as an “Additional Insured”. 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 IX – AMENDMENTS AND MODIFICATIONS TO CONTRACT

(a) This Agreement constitutes the entire agreement between Fulton County and Contractor, and there are no further written or oral agreements with respect thereto, no variations, amendments or modifications of this Agreement, and no waiver of its provisions, shall be valid unless in writing and signed by Fulton County’s and Contractor’s duly authorized representatives and entered into on the minutes of the Fulton County Board of Commissioners meeting.

(b) Modifications or amendments which require a change in compensation level must be approved by the Fulton County Board of Commissioners and Contractor; other modifications, amendments or variations may be agreed to in writing, between the Contractor and the Contract Administrator when the amount of this Agreement and its Term remain unchanged.

ARTICLE X - SUBCONTRACTING

Contractor 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 Fulton County.

ARTICLE XI - ASSIGNABILITY

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

ARTICLE XII - SEVERABILITY OF TERMS

If any part or provision of this Agreement is held invalid the remainder of this Agreement shall not be affected thereby and shall continue in full and effect.

ARTICLE XIII – PRECEDENCE OF AGREEMENT

In the event that any language in the Department of Community Development’s Veterans Services Program RFP is in conflict with the language in this Agreement, this Agreement shall take precedence.

ARTICLE XIV - EQUAL EMPLOYMENT OPPORTUNITY

In accordance with Fulton County Code Sections 102-391 (Equal Opportunity Clause) and 154-3 (Policy of Equal Opportunity): (a): During the performance of this Agreement, the Contractor agrees as follows:

(1) The Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, national origin, or disability. As used herein, the words “shall not discriminate” shall mean and include without limitations the following:

Recruited, whether by advertising or other means; compensated, whether in the form of rates of pay, or other forms of compensation; selected for training, including apprenticeship; promoted; upgraded; demoted, downgraded; transferred; laid off; and terminated.

The Contractor agrees to and shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause.

(2) The Contractor shall in solicitation or advertisement for employees, placed by or on behalf of the Contractor; state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, sexual orientation, national origin, or disability.

(3) The Contractor shall send to each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or workers' representative of the Contractor's commitments under the Equal Opportunity Program of Fulton County and under this Article, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Contractor and its subcontractors, if any, shall file Compliance Reports at reasonable times and intervals with Fulton County in the form and to the extent prescribed by the director. Compliance Reports filed at such times as directed shall contain information as to the employment practices, policies, programs and statistics of the Contractor and its subcontractors.

(5) The Contractor shall include the provisions of paragraphs (1) through (5) of this equal employment opportunity clause and every subcontractor purchase order so that such provision shall be binding upon each subcontractor.

ARTICLE XV - CAPTIONS

The captions are inserted herein only as a matter of convenience and for reference and in no way define, limit, or describe the scope of this Agreement or the intent of the provisions thereof.

ARTICLE XVI - GOVERNING LAW

This Agreement shall be governed in all respects, as to validity, construction, capacity, and performance or otherwise, by the laws of the State of Georgia.

ARTICLE XVII - 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.

[SIGNATURES ON FOLLOWING PAGE]

Attachment A

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:

CONTRACTOR:

FULTON COUNTY, GEORGIA

VENDOR NAME **Project Open Hand/Atlanta, Inc.**

DocuSigned by:
Robert L. Pitts
BA715B1A26544E7
Robert L. Pitts, Chairman
Fulton County Board of Commissioners

DocuSigned by:
Matthew Pieper
Name of Signatory: **Matthew Pieper**
Date of Signatory: **06/15/2023**
489BEC7316AB448...
Authorized Signature

Please select Attest OR Notary from the checkbox

Attest Notary

ATTEST:

ATTEST:

DocuSigned by:
Tonya R. Grier
EEC476C4837648D...
Tonya R. Grier
Clerk to the Commission

DocuSigned by:
Aleta McLean
2nd Signatory Name: **Aleta McLean**
1st Signatory Title: **Senior Director of Client Services**
6E5D96629741451...

Second Authorized Signature

(Affix County Seal)



(Affix Corporate Seal)



APPROVED AS TO FORM:

ATTEST:

DocuSigned by:
David Lowman
0EC92EDADEFB4B8...
Office of the County Attorney

Notary Public

APPROVED AS TO CONTENT:

County: _____

DocuSigned by:
Stanley Wilson
5E4D76DFB4A0450...
Stanley Wilson, Director
Fulton County Department of
Community Development

Commission Expires: _____

(Affix Notary Seal)

Please select RCS or RM from the checkbox

RCS RM

ITEM#: 2023-0351	RCS: 5/17/2023	ITEM#: _____	RM: _____
RECESS MEETING		REGULAR MEETING	

STATE OF GEORGIA

COUNTY OF FULTON

FORM F: 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] Open Hand Atlanta 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.

393511

EEV/Basic Pilot Program* User Identification Number

Matthew Pieper

BY: Authorized Officer of Agent
(Insert Contractor Name)

Executive Director

Title of Authorized Officer or Agent of Contractor

Matthew Pieper

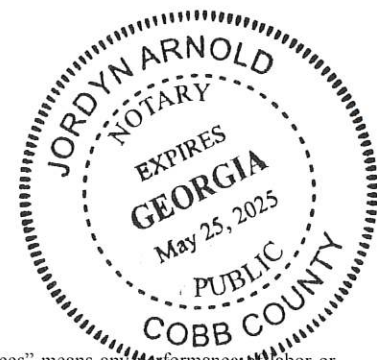
Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this 8 day of March, 2023.

Notary Public: Jyrd

County: Cobb

Commission Expires: May - 25 2025



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.

²[Any 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].

#23RFP021323C-MH
2023 Veterans Services Program

Purchasing Forms & Instructions

STATE OF GEORGIA

COUNTY OF FULTON

FORM G: 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 services³ 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*,⁴ 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: _____

*This form
is not applicable*

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.

⁴*[Any 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].



**FULTON
COUNTY**

CONTRACT DOCUMENTS

FOR

REQUEST FOR PROPOSAL 23RFP021323C-MH

2023 VETERANS SERVICES PROGRAM

FOR

YOUTH AND COMMUNITY SERVICES DIVISION

OF

FULTON COUNTY, GEORGIA

CONTRACT AGREEMENT

THIS AGREEMENT (“Agreement”), entered into this **1st day of January 2023**, by and between **FULTON COUNTY**, Georgia (hereinafter referred to as “Fulton County” or “County”), a political subdivision of the State of Georgia, acting by and through its Community Development Department’s Youth and Community Services Division (“YCS”), and **Georgia Justice Project** (hereinafter referred to as “Contractor”), a corporation organized as a nonprofit, tax exempt 501(c) (3) agency, authorized to conduct business within the state of Georgia (hereinafter collectively referred to as the “Parties”).

WITNESSETH

WHEREAS, as part of its official functions, Fulton County is authorized to exercise the power of taxation pursuant to Art. IX, Section IV., Par. I of the Constitution of the State of Georgia of 1983, and to expend such funds raised by the exercise of said powers for public purposes as declared in Art. IX, Section IV., Par. II of the Constitution; and

WHEREAS, Contractor has in its employ personnel, and under its supervision, facilities and resources by which it can render to Fulton County and the citizens thereof certain services authorized by the aforementioned Constitutional provision; and

WHEREAS, Contractor has agreed to render services to the citizens of Fulton County, and the County has appropriated funds for those services; and

WHEREAS, the parties desire to execute a formal agreement for the services to be rendered by Contractor, and said services shall be defined, and consideration to be paid for such services by Fulton County for the successful performance of the services, and shall be enumerated.

The Agreement was approved by the Fulton County Board of Commissioners on **May 17, 2023, BOC#23-0351**.

NOW, THEREFORE, in consideration of the premises, payment of the sum hereinafter set forth and the performance of the services described herein, it is mutually agreed as follows:

INDEX OF ARTICLES

- ARTICLE 1. **PARTIES AND TERM**
- ARTICLE 2. **SCOPE OF CONTRACTOR'S DUTIES**
- ARTICLE 3. **COMPENSATION FOR SERVICES**
- ARTICLE 4. **RECORD KEEPING**
- ARTICLE 5. **INDEMNIFICATION**
- ARTICLE 6. **TERMINATION OF AGREEMENT FOR CAUSE**
- ARTICLE 7. **INDEPENDENT CONTRACTOR STATUS**
- ARTICLE 8. **INSURANCE**
- ARTICLE 9. **AMENDMENTS AND MODIFICATIONS TO AGREEMENT**
- ARTICLE 10. **SUBCONTRACTING**
- ARTICLE 11. **ASSIGNABILITY**
- ARTICLE 12. **SEVERABILITY OF TERMS**
- ARTICLE 13. **PRECEDENCE OF AGREEMENT**
- ARTICLE 14. **EQUAL EMPLOYMENT OPPORTUNITY**
- ARTICLE 15. **CAPTIONS**
- ARTICLE 16. **GOVERNING LAW**
- ARTICLE 17. **JURISDICTION**

ARTICLE I - PARTIES AND TERM:

(a) Fulton County, through its YCS, retains Contractor, and Contractor accepts retention by Fulton County to render the services as hereinafter defined and required; to perform such services in a manner and to the extent required by the parties herein; and as may be hereafter amended or extended in writing by mutual agreement of the parties.

(b) The Chairperson of the Board of Directors for the Contractor or authorized representative (hereinafter "Board Chair") represents that she/he is authorized to bind and enter into contracts on behalf of Contractor, including this Agreement.

(c) Nothing contained in this Agreement shall be constructed to be a waiver of Fulton County's sovereign immunity or any individual's official or qualified good faith immunity.

(d) This Agreement will remain in effect from **January 1, 2023**, until midnight **December 31, 2023**.

(e) Fulton County shall have the right to suspend immediately Contractor's performance hereunder on an emergency basis under this Agreement whenever necessary, in the sole opinion of Fulton County, to avert a life threatening situation or other sufficiently serious deficiency.

ARTICLE II - SCOPE OF CONTRACTOR'S DUTIES:

Upon execution of this Agreement, the Contractor will provide the following services for Fulton County:

SCOPE OF WORK:

Veterans Services Program (VSP)

VSP Service Category: Homeless and Housing

VSP Funding Priority(ies):

Homelessness: Homelessness and Housing Veterans Homelessness|Homelessness and Housing Veterans Transitional Assistance

Georgia Justice Project, To decrease homelessness & improve health and wellness by providing legal services and social service support for veterans in Fulton County. will provide services at the following locations at specified times during the contract period of **01/01/2023** through **12/31/2023**:

Service Delivery Site(s):

YCS Staff paste Service delivery site(s) from WebGrants (Q.9):

Name of Program Site:	Program Location (complete physical address):	Program City	Program State	Program Zip code	Fulton County District of the program (Facility) location:	District(s) of Fulton County Residents Served by the program (facility) location:
Georgia Justice Project	438 Edgewood Avenue SE	Atlanta	GA	30312	4	1, 2, 3, 4, 5, 6

Approach and Design:

Georgia Justice Project, To decrease homelessness & improve health and wellness by providing legal services and social service support for veterans in Fulton County. will provide services to 75 clients that reside in Fulton County, with VSP funding.

Georgia Justice Project, To decrease homelessness & improve health and wellness by providing legal services and social service support for veterans in Fulton County. will provide the following activities and services in Fulton County with VSP funding:

A grant of \$78,000 will provide 7% of a budget of \$1,087,314 and help us deliver a suite of legal interventions and supportive social services that help remove legal barriers to accessing revoked benefits, increase housing placement, and improve access to substance abuse and behavioral health programs already available in the community. Our services will work to reduce homelessness and improve health and wellness for veterans with a criminal history in Fulton County. Over 12 months, we will process referrals and conduct intake for 75 clients, provide legal consultation to 75% of those clients and extend legal representation for up to 23 individuals. Depending on the complexity of each client's criminal record and severity of need for social service support, services rendered could include any of the following. Provide criminal record clearing assistance from our main office located in Fulton County at 438 Edgewood Avenue SE. As needed, social workers will work with clients to connect them to complimentary social services including substance abuse treatment, housing, and employment. We will also provide planning assistance and criminal record assessment during community events and partnerships focused on veteran outreach. Previous partners include The Temple and Ebenezer Baptist Church. Work in partnership with the Fulton County Solicitor to continue to receive referrals for attorney consultations on complicated cases that need the review of a lawyer before applying available legal interventions. Starting in the winter of 2023, provide consultation and representation for clients facing driver's license suspension for missed court appearances and non-serious traffic tickets. Work in partnership with Grady Health System, Atlanta PAD (Policing Alternatives & Diversion) and others to resolve outstanding warrants, bench warrants, failures to appear (FTAs), and probation violations for veterans who are eligible for diversion and/or currently at the Fulton County Jail. Provide high quality, pro bono criminal defense, probation assistance, and wrap-around social services for veterans with a pending criminal case. Probation assistance will be supported by our partnership with Georgia's Department of Community Supervision. To increase our capacity to adequately provide services for clients with mental health/substance abuse issues, we rely on the support of community partners like DBHDD/ACT Teams and Grady Behavioral Health.

Designation of VSP Funds:

Based on the awarded amount of **\$78,000.00**, the VSP funds are designated according to the following cost categories: Administrative, Operational, and Direct Services.

- **Administrative Expenses-** VSP Funds that are spent on Executive/Management Staff and Administrative Support Staff salaries, salary fringe and benefits ONLY. (Note: Not more than 5% of grant award can be used for administrative costs. Includes direct and indirect charges for administration of the grant)
- **Operational Expenditures-** VSP funds used to conduct agency/ organizational functions that are secondary to program service delivery such as: office/warehouse lease or mortgage expenses, office supplies (pens, toner, paper, etc.), agency's utility expenses, staff transportation expenses, marketing/catalogues, etc.
- **Direct Service Expenditures-** VSP funds utilized to provide services directly to agency/program participants such as payments made on behalf of participants for rent, utilities, food, shelter, transportation (rentals, gas, and parking, bus drivers, participant's public transportation costs, etc.) , scholarships and day care vouchers, salaries and fringe benefits for direct service personnel (Case Managers, Educators, Subcontractors, etc.), program supplies (educational/instructional materials, paper, pencils, markers, etc.) directly consumed by participants. Program materials that may be pertinent to the scope of services of a funded program and that aid in contractor meeting contracted program outcomes are included in this definition (i.e. children's story books, educational games, puzzles, and flash cards).

The maximum amount of VSP funds allowed for administrative purposes (executive staff salaries and benefits only) is 5% of funds awarded. Throughout the contract period, program expenditures will be monitored (via performance reports) to ensure that funding is utilized as contracted.

YCS Staff paste designation of funding request chart from WebGrants (Q.8)

Cost Category	Designation of VSP Funding Award	Detailed Explanation of how the Funding Award will be Expended
Administrative (5% Admin max of funds awarded.)	\$3,900.00	Executive/Management Staff and Administrative Support Staff salaries
Operational	\$7,800.00	Program Expenses
Direct Services	\$66,300.00	Salaries & Benefits for Direct Service Personnel
Totals	\$78,000.00	

Additional Explanation of Funding Details:

Administrative Costs - Salaries, Fringe and Benefits for Executive Director, Development staff, & Human Resources and Finance staff.

Operational Expenses - Insurance, Postage & Delivery, Copying/Printing, Organizational Dues/Subs, Accounting/Banking, Office Supplies, Building Maintenance & Upkeep, Phone/Internet/Security, Utilities, Technology/Tech Support.

Direct Services Expenses include - Salaries, Benefits & Fringe for attorneys providing client consultations and legal representation, intake staff to manage and process referrals and applications, and social workers to provide complimentary supportive services. Additional direct services include, Case Preparation, Direct Client Assistance/Support, Supportive Client Events, Legal and Social Service Materials, and Vehicle expenses including maintenance and insurance to travel to court, jail and for family prison visitations.

Program Performance Measures:

Georgia Justice Project agrees to track and report program performance to the Fulton County Department of Community Development.

County Defined Performance Measure(s):

Homelessness: Homelessness Number of potential instances of homelessness prevented|Homelessness Number of individuals placed in Transitional Housing|Homelessness Number of individuals placed in Permanent Supportive Housing|Homelessness Number of individuals whose barriers to self sufficiency are eliminated or reduced paths to self sufficiency created

The following program measures/ Key Performance Indicators (“KPI’s”) will be utilized to track and report program outcomes for the Fulton County residents supported with VSP funding, during the funding period (January 1, 2023-December 31, 2023):

GJP's short-term outcome measures for all programs are part of our long-term overall strategy that help decrease the number of people under correctional control in Georgia and increase opportunities for meaningful employment and successful reentry into the community. To measure our effectiveness and progress, each year we maintain records of all clients served, the type of legal intervention each person receives, the success of criminal representation/record clearing services and the number of participants connected with social service support and/or receiving emergency funding. All information is collected during intake, updated throughout the duration of service, and stored in a Salesforce database. For the purposes of this grant, we will report back KPI's on: Number of potential instances of homelessness prevented by increasing access to employment for veterans. Number of Veterans placed in Transitional Housing or Permanent Supportive Housing. Number of Veterans whose self-sufficiency outcomes are improved by removing legal barriers that can prevent access to benefits or enrollment in support service programs already available in the community. Of cases accepted for GJP legal representation: 90% of eligible criminal histories will be improved (outstanding warrants resolved, record sealed, probation terminated early, driver's license reinstated, letter explaining record to employers/housing/transitional centers, etc.). Of those cases resolved, 90% of clients will have increased opportunities for employment, housing, or education/training based on improved public criminal record or removal of barrier.

Agency Defined Performance Measure(s):


Due to the needs of each client, staff capacity, and limits on Georgia's laws, GJP provides varying levels of legal services and connections to supportive services including housing, mental health support and access to addiction programs. As such, GJP will also track a number of the health and wellness county defined performance measures, the referral/intake services we provide each client, and the number of individuals receiving information disseminated during community events. Number of veterans connected to available resources to help mitigate illness and health disparities. Number of veterans receiving referrals to behavioral health and other supportive services. Number of veterans benefitting from long-term care services. Number of veterans connected to disability benefits. Number of clients receiving information during virtual and in-person events. Number of clients going through our intake process and receiving legal consultation.

ADDITIONAL REQUIREMENTS

Failure to adhere to the terms of this Agreement, in addition to the requirements listed below, may result in one or all of the following; delayed disbursement or total loss of awarded funds, and / or ineligibility to receive an RFP award during the next funding cycle.

1. Contractor agrees to develop, in conjunction with Fulton County, a process of accepting and serving Fulton County residents referred by the Youth and Community Services Division of Fulton County Government.
2. As consideration for the County providing funding and the non-profit entity accepting same, the non-profit entity shall, upon the County's request, participate in County-sponsored events and activities on County property, when feasible. The non-profit agency shall use its best efforts to comply with the County's request provided that it is given at least one week's notice to do so. Failure to participate will be taken into consideration for future funding requested by the non-profit entity.
3. Contractor agrees to allow staff from the Fulton County Department of Community Development to conduct contract compliance site visits as necessary (announced or unannounced).
4. During the site visit, Contractor will be required to allow staff to monitor programming, as well as review client rosters / sign-in sheets and/ or Registration information that should include complete addresses of Fulton County residents served by this funding.
5. Contractor agrees to comply with the Operational Specifications outlined in the 2023 Veterans Services Program RFP 23RFP021323C-MH
6. Contractor agrees that advertising, promotions and other publicity in connection with the supported program(s) shall include the following acknowledgement: **“Funding provided in part by the Fulton County Board of Commissioners under the guidance of the Department of Community Development.”**

Note: If your agency uses logos versus text, you may substitute the language above with the Fulton

County Logo 

Reporting

It is the Contractor's responsibility to ensure accurate reporting of all information contained in the performance reports. Reports and supportive documentation that consistently include erroneous/inaccurate data may result in a required reimbursement of funding and/or may negatively impact future funding.

6. Contractor will be required to submit completed performance reports (with deadlines of July 28, 2023, and January 12, 2024) to adhere to the requirements outlined in the Performance Report Instructions, as well as the format provided by the Fulton County Department of Community Development. Future funding will be affected if performance reports are not submitted by stipulated due dates.
7. Contractor will be required to provide demographic information concerning the Fulton County residents served, including, but not limited to age, race/ethnicity and gender.
8. Contractor will be required to report the number of UNDUPLICATED/NEW participants directly served through the Veterans Services Program funding. **Please note:** Failure to serve the total number of participants contracted to be served with VSP funding may result in reimbursement of VSP funding to Fulton County. Failure to reimburse the funding requested will result in the ineligibility to receive future funding.
9. Contractor will be required to submit unduplicated client rosters in a spreadsheet format that includes the complete residential addresses of the Fulton County residents served with VSP funding, and

LEDGERS demonstrating how Veterans Services Program funds were expended for the specified reporting period.

Expenditure of Funds

10. Contractor is prohibited from utilizing VSP funds for capital expenditures. (A “capital expenditure” is defined as: any resource not completely consumed during the contract year, i.e. computers, printers, construction, vehicles, cell phones, etc.) Program materials that may be pertinent to the scope of services of a funded program and that aid in contractor meeting contracted program outcomes are excluded from the definition of “capital expenditure” (e.g., children's story books, educational materials, games, puzzles, and flash cards).

11. Veterans Services Program funds must be expended by December 31, 2023. All funds that are not spent by this date must be reimbursed to Fulton County Government within 30 days of written request. A Contractor’s failure to adhere to this requirement will result in one or more of the following: inability to receive future funding from Fulton County, and/or legal action against the agency to recoup funding that are not reimbursed by the deadline.

ARTICLE III - COMPENSATION FOR SERVICES

(a) Fulton County agrees to pay Contractor a maximum sum of **\$78,000.00**.

(b) Upon receipt and approval of Contractor's invoice delineating projected expenditures for the first six months of the contracting period. Upon receipt and approval of said invoice, County shall pay Contractor the first six months of compensation provided for by this Agreement. The Contractor shall provide Fulton County with a second invoice delineating projected expenditures for the remaining six months of the Agreement Term. Upon receipt and approval of said invoice, Fulton County shall pay Contractor the second six months of compensation provided by this Agreement. **A failure by Contractor to submit the invoice for the first and/ or second six months of the contracting period will constitute a breach of this Agreement.**

(c) If through any cause, Contractor shall fail to fulfill its obligation under this Agreement in a timely and proper fashion or in the event that any of the provision or stipulations of this Agreement are violated by Contractor, Fulton County shall thereupon have the right to immediately suspend or terminate this Agreement by serving written notice as defined herein upon Contractor of Fulton County's intent to suspend or terminate this Agreement. If the Agreement is terminated pursuant to this paragraph, Contractor shall be exclusively limited to receiving only the compensation for work performed in a manner satisfactory to Fulton County up to and including the date of the written termination notice.

(d) The Contractor agrees and understands that all expenditures must be consistent with the scope and purpose of this Agreement, and expenditures must be consistent with the guidelines and definitions established in the **Veterans Services Program Request for Proposal ("RFP") 23RFP021323C-MH**, which is hereby incorporated by reference herein and made a part of this agreement. The County reserves the right to approve and reject payment for expenditures which are not consistent with the scope and purpose of this Agreement, and which the County determines are not consistent with the guidelines and definitions established in the Veterans Services Program RFP.

(e) The Contractor agrees and understands that Fulton County has the right to recover funds from Contractor for compensation received, pursuant to subsection (b) above if Contractor fails to perform the services outlined in Article II or does not perform such services to the satisfaction of Fulton County.

ARTICLE IV - RECORD KEEPING

(a) Contractor shall maintain accurate records of the expenditure and disposition of funds, and such records must be in accordance with good accounting practices, and made available for inspection and audit by Fulton County at a time mutually agreeable to parties and upon thirty (30) days' notice to contractor.

(b) All reports and communications, with supportive documentation consistent with contract provisions outlined in Article II, must be provided to Fulton County, in accordance with Article IV.

(c) A performance report, with supportive documentation consistent with provisions of the Agreement outlined in Article II, must be provided to Fulton County no later than **July 28, 2023, for the period January 1, 2023-June 30, 2023; and January 12, 2024, for the period July 1, 2023-December 31, 2023.**

(d) Contractor shall be responsible for sending staff representation to mandatory meetings that will be sponsored by the Fulton County Department of Community Development. Contractor will be notified in advance of said meetings.

(e) All notices, program reports and other communications required to be given under this Contract shall be sufficient if in writing and either delivered via e-mail, personally or sent by postage, prepaid, certified or registered United States mail, return receipt requested, or e-mail addressed as follows:

To Fulton County:

**Youth and Community Services Division
Veterans Services Program
c/o: Grants Administration
hsd.grants@fultoncountyga.gov
137 Peachtree Street, SW
Atlanta, Georgia 30303**

To Contractor:

**Georgia Justice Project
438 Edgewood Avenue SE**

Atlanta, Georgia 30312

The Parties may only modify or update the above-referenced addresses during the term of this Agreement by providing formal notice to the other party of such a change pursuant to the terms of this provision.

(f) Contractor understands and agrees that, upon Fulton County's determination that Contractor is not or has not been in substantial compliance with any term of this Agreement with respect to the performance and provision of services at any single delivery site, Fulton County shall thereupon have the right to immediately suspend or terminate this Agreement upon written notice to Contractor. Contractor further understands and agrees that if Fulton County determines that Contractor is not or has not been in substantial compliance with any term of this Agreement with respect to the performance and provision of services at any single delivery site, Fulton County may request, and the Contractor shall provide, any and all additional reports, records or documentation Fulton County deems necessary to evaluate, assess and/or measure Contractor's overall level of performance under this Agreement, including Contractor's performance at other delivery sites.

ARTICLE V - INDEMNIFICATION

Contractor hereby covenants and agrees to indemnify and hold harmless Fulton County, its Commissioners, officers, and employees from all claims, losses, liabilities, damages, deficiencies, demands, judgments, or costs (including without limitation reasonable attorney's fees and legal expenses) suffered or occurred by such party, whether arising in tort, contract, strict liability or otherwise, including without limitation, personal injury, wrongful death or property damage arising in any way from the actions or omissions of Contractor, its directors, officers, employees, agents, successors and assigns in connection with its acceptance, or the performance, or nonperformance of its obligations under this Agreement; provided, however, that nothing herein shall be construed to preclude the Contractor from bringing suit against the County for breach of the terms of this Agreement.

**ARTICLE VI – TERMINATION OF AGREEMENT FOR COUNTY’S CONVENIENCE AND
FOR CAUSE**

(a) This Agreement is effective on **January 1, 2023**, and shall terminate on **December 31, 2023**, unless earlier terminated in accordance with the provisions of this Agreement. Notwithstanding termination of the Agreement, Contractor is obligated to fulfill all of its obligations, including its reporting requirements.

(b) Notwithstanding the above provisions, Fulton County may terminate this Agreement for convenience, or Fulton County or the Contractor may terminate this Agreement at any time for any reason by giving written notice of the intent to terminate the Agreement thirty (30) days in advance, by certified mail, return receipt requested, with proper postage prepaid, or by hand delivery, to the other party at the physical address provided herein for notice. The termination shall become effective on the thirtieth (30th) day after the date of such written notice unless the parties otherwise agree in writing. If this Agreement is terminated pursuant to this paragraph, Contractor shall be exclusively limited to receiving compensation for the work satisfactorily performed up to and including the effective date of termination.

(c) Fulton County shall have the right to suspend immediately Contractor’s performance hereunder on an emergency basis whenever necessary, in the opinion of Fulton County, to avert a life threatening situation or other sufficiently serious risk.

(d) In the event that this agreement is terminated by Fulton County or Contractor, following the Fulton County’s determination that Contractor is not or has not been in substantial compliance with any provision of this agreement, Contractor agrees that Fulton County shall have the right to request repayment in full of all compensation paid to Contractor pursuant to Article III of this agreement. If Fulton County exercises its right under this subsection, Contractor agrees to and shall repay Fulton County all compensation paid to Contractor pursuant to Article III of this Agreement.

(e) In the event that this agreement is terminated by Fulton County or Contractor, following the Fulton County's determination that Contractor is not or has not been in substantial compliance with any provision of this agreement, Contractor agrees that Fulton County shall have the right to terminate this Agreement between Fulton County and Contractor without penalty. Contractor acknowledges and agrees that Fulton County's right to terminate includes, but is not limited to, the right to withhold any and all future compensation due to Contractor pursuant to the terms of any and all other agreements between Fulton County and Contractor.

(f) In the event that this Agreement is terminated by Fulton County or Contractor, following Fulton County's determination that Contractor is not or has not been in substantial compliance with any provision of this Agreement, Contractor agrees that it shall not be eligible to either enter or to apply to enter into future contracts with Fulton County until it has addressed any and all areas of deficiency or non-compliance to Fulton County's satisfaction.

ARTICLE VII - INDEPENDENT CONTRACTOR STATUS

(a) Nothing contained herein shall be deemed to create any relationship other than that of an independent contractor between Fulton County and Contractor. Under no circumstances shall Contractor, its directors, officers, employees, agents, successors or assigns be deemed employees, agents, partners, successors, assigns or legal representatives of Fulton County.

(b) Contractor acknowledges that **Georgia Justice Project**, its directors, officers, employees, agents and assigns shall have no right of redress pursuant to the Personnel Rules and Regulations of Fulton County.

(c) The Contractor 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 Contractor 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 Contractor shall maintain records pertaining to such taxes as

well as payment thereof and shall make the same available to Fulton County at all reasonable times for inspection and copying. The Contractor shall apply for any and all tax exemptions which may be applicable and shall timely request from Fulton County such documents and information as may be necessary to obtain such tax exemptions. Fulton County shall have no liability to the Contractor for payment of any tax from which it is exempt.

ARTICLE VIII - INSURANCE

Contractor agrees to obtain, maintain and furnish to Fulton County, a Certificate of Insurance (COI) showing the required coverage during the entire term of this Agreement. All insurance limits are listed in the “Insurance and Risk Management Provisions” document, Attachment “A”, with Fulton County, Georgia added as an “Additional Insured”. 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 IX – AMENDMENTS AND MODIFICATIONS TO CONTRACT

(a) This Agreement constitutes the entire agreement between Fulton County and Contractor, and there are no further written or oral agreements with respect thereto, no variations, amendments or modifications of this Agreement, and no waiver of its provisions, shall be valid unless in writing and signed by Fulton County’s and Contractor’s duly authorized representatives and entered into on the minutes of the Fulton County Board of Commissioners meeting.

(b) Modifications or amendments which require a change in compensation level must be approved by the Fulton County Board of Commissioners and Contractor; other modifications, amendments or variations may be agreed to in writing, between the Contractor and the Contract Administrator when the amount of this Agreement and its Term remain unchanged.

ARTICLE X - SUBCONTRACTING

Contractor 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 Fulton County.

ARTICLE XI - ASSIGNABILITY

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

ARTICLE XII - SEVERABILITY OF TERMS

If any part or provision of this Agreement is held invalid the remainder of this Agreement shall not be affected thereby and shall continue in full and effect.

ARTICLE XIII – PRECEDENCE OF AGREEMENT

In the event that any language in the Department of Community Development's Veterans Services Program RFP is in conflict with the language in this Agreement, this Agreement shall take precedence.

ARTICLE XIV - EQUAL EMPLOYMENT OPPORTUNITY

In accordance with Fulton County Code Sections 102-391 (Equal Opportunity Clause) and 154-3 (Policy of Equal Opportunity): (a): During the performance of this Agreement, the Contractor agrees as follows:

(1) The Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, national origin, or disability. As used herein, the words "shall not discriminate" shall mean and include without limitations the following:

Recruited, whether by advertising or other means; compensated, whether in the form of rates of pay, or other forms of compensation; selected for training, including apprenticeship; promoted; upgraded; demoted, downgraded; transferred; laid off; and terminated.

The Contractor agrees to and shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause.

(2) The Contractor shall in solicitation or advertisement for employees, placed by or on behalf of the Contractor; state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, sexual orientation, national origin, or disability.

(3) The Contractor shall send to each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or workers' representative of the Contractor's commitments under the Equal Opportunity Program of Fulton County and under this Article, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Contractor and its subcontractors, if any, shall file Compliance Reports at reasonable times and intervals with Fulton County in the form and to the extent prescribed by the director. Compliance Reports filed at such times as directed shall contain information as to the employment practices, policies, programs and statistics of the Contractor and its subcontractors.

(5) The Contractor shall include the provisions of paragraphs (1) through (5) of this equal employment opportunity clause and every subcontractor purchase order so that such provision shall be binding upon each subcontractor.

ARTICLE XV - CAPTIONS

The captions are inserted herein only as a matter of convenience and for reference and in no way define, limit, or describe the scope of this Agreement or the intent of the provisions thereof.

ARTICLE XVI - GOVERNING LAW

This Agreement shall be governed in all respects, as to validity, construction, capacity, and performance or otherwise, by the laws of the State of Georgia.

ARTICLE XVII - 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.

[SIGNATURES ON FOLLOWING PAGE]

Attachment A

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:

CONTRACTOR:

FULTON COUNTY, GEORGIA

VENDOR NAME **Georgia Justice Project, Inc.**

DocuSigned by:
Robert L. Pitts
BA715B1A26544E7
Robert L. Pitts, Chairman
Fulton County Board of Commissioners

DocuSigned by Name of Signatory: **Douglas Ammar**
Douglas Ammar
Title of Signatory: **Executor Director**
B00E8EBBE2E0405...
Authorized Signature

Please select Attest OR Notary from the checkbox

Attest Notary

ATTEST:

ATTEST:

DocuSigned by:
Tonya R. Grier
EEC476C4837648D...
Tonya R. Grier
Clerk to the Commission

2nd Signatory Name:
2nd Signatory Title:

Second Authorized Signature

(Affix County Seal)



(Affix Corporate Seal)

APPROVED AS TO FORM:

ATTEST:

DocuSigned by:
David Lowman
0EC92EDADEFB4B8...
Office of the County Attorney

Rachel Gamblin
Notary Public

APPROVED AS TO CONTENT:

Fulton
County: _____

DocuSigned by:
Stanley Wilson
5E4D76DFB4A0450...
Stanley Wilson, Director
Fulton County Department of
Community Development

December 1, 2026
Commission Expires: _____
DocuSigned by:

(Affix Notary Seal)



Please select RCS or RM from the checkbox

RCS

RM

ITEM#: 2023-0351	RCS: 5/17/2023	ITEM#: _____	RM: _____
RECESS MEETING		REGULAR MEETING	

STATE OF GEORGIA

COUNTY OF FULTON

FORM F: 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] Georgia Justice Project 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.

645355
EEV/Basic Pilot Program* User Identification Number

Georgia Justice Project
BY: Authorized Officer of Agent
(Insert Contractor Name)

Executice Director
Title of Authorized Officer or Agent of Contractor

Douglas Ammar
Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this 13 day of March, 2023

Notary Public: Rachel Gamblin

County: Fulton

Commission Expires: December 1, 2026



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.

²[Any 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].

STATE OF GEORGIA

COUNTY OF FULTON

FORM G: 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 services³ under a contract with [insert name of prime contractor] N/A behalf of Fulton County Government has registered with and is participating in a federal work authorization program*,⁴ 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

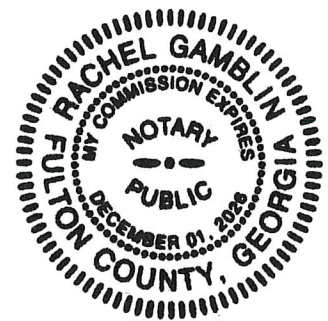
Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this 13 day of March, 2023

Notary Public: Rachel Gamblin

County: Fulton

Commission Expires: December 1, 2026



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.

⁴[Any 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].



**FULTON
COUNTY**

CONTRACT DOCUMENTS

FOR

REQUEST FOR PROPOSAL 23RFP021323C-MH

2023 VETERANS SERVICES PROGRAM

FOR

YOUTH AND COMMUNITY SERVICES DIVISION

OF

FULTON COUNTY, GEORGIA

CONTRACT AGREEMENT

THIS AGREEMENT (“Agreement”), entered into this **1st day of January 2023**, by and between **FULTON COUNTY**, Georgia (hereinafter referred to as “Fulton County” or “County”), a political subdivision of the State of Georgia, acting by and through its Community Development Department’s Youth and Community Services Division (“YCS”), and **Frontline Community Services, Inc.** (hereinafter referred to as “Contractor”), a corporation organized as a nonprofit, tax exempt 501(c) (3) agency, authorized to conduct business within the state of Georgia (hereinafter collectively referred to as the “Parties”).

WITNESSETH

WHEREAS, as part of its official functions, Fulton County is authorized to exercise the power of taxation pursuant to Art. IX, Section IV., Par. I of the Constitution of the State of Georgia of 1983, and to expend such funds raised by the exercise of said powers for public purposes as declared in Art. IX, Section IV., Par. II of the Constitution; and

WHEREAS, Contractor has in its employ personnel, and under its supervision, facilities and resources by which it can render to Fulton County and the citizens thereof certain services authorized by the aforementioned Constitutional provision; and

WHEREAS, Contractor has agreed to render services to the citizens of Fulton County, and the County has appropriated funds for those services; and

WHEREAS, the parties desire to execute a formal agreement for the services to be rendered by Contractor, and said services shall be defined, and consideration to be paid for such services by Fulton County for the successful performance of the services, and shall be enumerated.

The Agreement was approved by the Fulton County Board of Commissioners on **May 17, 2023, BOC#23-0351**.

NOW, THEREFORE, in consideration of the premises, payment of the sum hereinafter set forth and the performance of the services described herein, it is mutually agreed as follows:

INDEX OF ARTICLES

- ARTICLE 1. **PARTIES AND TERM**
- ARTICLE 2. **SCOPE OF CONTRACTOR'S DUTIES**
- ARTICLE 3. **COMPENSATION FOR SERVICES**
- ARTICLE 4. **RECORD KEEPING**
- ARTICLE 5. **INDEMNIFICATION**
- ARTICLE 6. **TERMINATION OF AGREEMENT FOR CAUSE**
- ARTICLE 7. **INDEPENDENT CONTRACTOR STATUS**
- ARTICLE 8. **INSURANCE**
- ARTICLE 9. **AMENDMENTS AND MODIFICATIONS TO AGREEMENT**
- ARTICLE 10. **SUBCONTRACTING**
- ARTICLE 11. **ASSIGNABILITY**
- ARTICLE 12. **SEVERABILITY OF TERMS**
- ARTICLE 13. **PRECEDENCE OF AGREEMENT**
- ARTICLE 14. **EQUAL EMPLOYMENT OPPORTUNITY**
- ARTICLE 15. **CAPTIONS**
- ARTICLE 16. **GOVERNING LAW**
- ARTICLE 17. **JURISDICTION**

ARTICLE I - PARTIES AND TERM:

(a) Fulton County, through its YCS, retains Contractor, and Contractor accepts retention by Fulton County to render the services as hereinafter defined and required; to perform such services in a manner and to the extent required by the parties herein; and as may be hereafter amended or extended in writing by mutual agreement of the parties.

(b) The Chairperson of the Board of Directors for the Contractor or authorized representative (hereinafter “Board Chair”) represents that she/he is authorized to bind and enter into contracts on behalf of Contractor, including this Agreement.

(c) Nothing contained in this Agreement shall be constructed to be a waiver of Fulton County’s sovereign immunity or any individual’s official or qualified good faith immunity.

(d) This Agreement will remain in effect from **January 1, 2023**, until midnight **December 31, 2023**.

(e) Fulton County shall have the right to suspend immediately Contractor’s performance hereunder on an emergency basis under this Agreement whenever necessary, in the sole opinion of Fulton County, to avert a life threatening situation or other sufficiently serious deficiency.

ARTICLE II - SCOPE OF CONTRACTOR’S DUTIES:

Upon execution of this Agreement, the Contractor will provide the following services for Fulton County:

SCOPE OF WORK:

Veterans Services Program (VSP)

VSP Service Category: Health and Wellness

VSP Funding Priority(ies):

Health and Wellness: Health and Wellness Veterans Post Traumatic Stress Disorder|Health and Wellness Veterans Family Members and Caregivers

Frontline Community Services, Inc., Frontline Community Services, Inc. VET 22 Suicide Prevention Program will provide services at the following locations at specified times during the contract period of **01/01/2023** through **12/31/2023**:

Service Delivery Site(s):

YCS Staff paste Service delivery site(s) from WebGrants (Q.9):

Name of Program Site:	Program Location (complete physical address):	Program City	Program State	Program Zip code	Fulton County District of the program (Facility) location:	District(s) of Fulton County Residents Served by the program (facility) location:
Vietnam Veterans of America Chapter 118	3707 Main Street	College Park	Georgia	30337	6	1, 2, 3, 4, 5, 6, NA
Vietnam Veterans of America Chapter 118	3707 Main Street	College Park	Georgia	30337	6	1, 2, 3, 4, 5, 6
Frontline Community Services, Inc. VET 22 Suicide Prevention Program	4500 Hugh Howell Road, Suite 210	Tucker	Georgia	30084	NA	1, 2, 3, 4, 5, 6
The Legacy Center	3015 RN Martin Street	East Point	Georgia	30344	4	1, 2, 3, 4, 5, 6

Approach and Design:

Frontline Community Services, Inc., Frontline Community Services, Inc. VET 22 Suicide Prevention Program will provide services to **50** clients that reside in Fulton County, with VSP funding.

Frontline Community Services, Inc., Frontline Community Services, Inc. VET 22 Suicide Prevention Program will provide the following activities and services in Fulton County with VSP funding:

Frontline will use a wholistic approach to alleviate mental disorders related to Post Traumatic Stress Disorder (PTSD) and its symptoms to reduce the rate of veterans who commit suicide. PTSD can have long-term effects on veterans and may not go away on their own. They may cause additional symptoms (comorbidity) that can negatively impact the veteran and their family. Veterans with PTSD require expensive treatment for physical conditions such as high blood pressure, Type II diabetes, or chronic pain. Our program can provide limited supplemental care. We will hire counselors and independent licensed professionals and collaborate with community partners to expedite in-person therapeutic intervention, trauma focused therapy and virtual private sessions for 50 veterans/and or caretakers ages 18 - 75 years old. The in-person group sessions will be administered at the Vietnam Veterans of America Chapter 1118 location in College Park, Georgia and the Legacy Center in East Point, Georgia, respectively. Session I will take place Sept, October and November 2023. Session II, the Holiday Crisis Session, will take place in December 2023. Each session will consist of two groups that will meet independently once a week for a total of 3.5 hours per week. Group(s) A will consist of no more than 13 participants each who are caregivers for veterans screened with PTSD and will meet 1.5 hours per week. They will receive Psychoeducation information in the form of handouts, guides and videos, and will participate in role play and homework tasks to learn how to help better manage the mental health condition of their loved one. Group(s) B will consist of no more than 13 participants each who are veterans diagnosed with PTSD. They will meet once a week for 2 hours for group therapy. Each veteran who does not have a primary counselor will be scheduled for a private one-hour visit with one of our independent licensed professionals. Additional activities of nutrition, yoga, meditation/breathing and low-impact aerobics will be offered one-hour per week in rotation for Group B (veterans) only. Our group sessions are likened to the article, "Integrative Health Education for PTSD: The Ultimate Guide" published by Regis College on April 22, 2021. To treat the whole person, our therapeutic staff will apply Integrative Health Education that employs a variety of aspects of care to include mental, functional, emotional, spiritual, social and community. These methods are effective to work through triggering memories and difficulty with concentration and sleep. The initial session for veterans will be in-person group psychoeducation, consisting of four elements: briefing the patients about their illness, problem solving training, communication training, and self-assertiveness training. Therapy and counseling help patients understand their trauma, and why it affects their mental health in a certain way. Cognitive therapy helps people understand thinking patterns that influence their behavior. It can produce painful emotions while examining excruciating experiences. According to the National Center for PTSD, the most effective type of group cognitive behavioral therapy is Cognitive Processing Therapy (CPT) wherein the therapist and patient examine what the patient is thinking and together they decide whether those thoughts are accurate or inaccurate. Exposure therapy forces patients to confront their fear by mentally recreating a traumatic scenario or interacting with a feared object. It helps them process their experience and manage their PTSD symptoms. Eye movement desensitization and reprocessing is a structured therapy that encourages the patient to briefly focus on the trauma while simultaneously experiencing eye movement to help reduce the prevalence and intensity of negative memories. Yoga is considered to be an effective complementary

approach to reduce symptoms of PTSD. -Yoga is meditative and emphasizes being aware or mindful of your breathing and how your body feels moment to moment. This type of practice stimulates the calming branch of the nervous system and helps reduce the hyperarousal that is one of the symptoms of PTSD,- Dr. Louanne Davis said. Regarding chronic low-back pain, yoga can also improve back-related function in 3 - 6 months, and is effective for pain. Deep Breathing generates a sense of calm to help veterans cope with the stress of panic and anxiety. Mindful meditation teaches participants to focus their attention to the present moment with curiosity, openness, and acceptance. It can be helpful in approaching and confronting the flashback and distressing feelings, reducing the negative impact according to the Clinical Psychology Review. This practice should be used in conjunction with other approaches. The *Frontiers in Psychiatry* concluded that physical exercise may also reduce PTSD symptoms. Physical exercise can positively impact neurotransmitters such as serotonin. According to *Nutrition Tips for Post-Traumatic Stress Disorder (PTSD) Awareness Month* By Ana Blanco, MS, RDN, CDN, -PTSD is associated with poor eating habits, decreased physical activity and smoking. People with PTSD have a higher risk of developing cardiovascular disease, obesity, and diabetes. Studies also suggest a connection between unhealthy eating patterns and depression and anxiety. Nutrition plays an important role in preventing these chronic diseases and it can also help improve mental health. -[https://www.healthline.com/nutrition/gut-brain-connection#TOC_TITLE_HDR_4] Another study with over 24,000 US veterans, conducted by Striegel-Moore, Garvin, Dohm & Rosenheck in 1999, found higher rates of anxiety disorders, including PTSD with eating disorders. [Brewerton, Timothy D. Eating disorders, trauma, and comorbidity: focus on PTSD. *The Journal of Treatment & Prevention*. 2007;15(4): 285-304. doi:10.1080/10640260701454311] A VA-funded study that looked at female veterans of war trauma stated that depression and post-traumatic stress disorder (PTSD) can trigger disordered eating. This study was published in early 2017 also found that trauma was associated with disordered eating and was connected to negative feelings and emotions, as well as thoughts of panic, fear, and anxiety [Richman, M. (2017, February 2). Office of Research & Development. Retrieved August 13, 2017, from <https://www.research.va.gov/currents/0217-1.cfm>]. In a further study, 31% of all veterans that looked at hospitalized veterans, 25% of women were diagnosed with eating disorders and PTSD [Nieves, J., Pace, A., Stack, K., & Cohen, M. (2015). A Case of Post-Traumatic Stress Disorder Presenting With Anorexia Nervosa Restrictive Type. Retrieved August 13, 2017, from <http://militarymedicine.amsus.org/doi/pdf/10.7205/MILMED-D-14-00244> Published in *Military Medicine*]. Frontline will provide a one-hour class per week by a nutritionist for veterans who will present information on general nutritional aims and healthy eating practices. In addition to staff and members of Vietnam Veterans of America Chapter 1118 and The Legacy Center, our cohort will consist of independent licensed counselors and therapists, yoga and exercise instructors, meditation coaches and nutritionists.

Designation of VSP Funds:

Based on the awarded amount of **\$50,000.00**, the VSP funds are designated according to the following cost categories: Administrative, Operational, and Direct Services.

- **Administrative Expenses-** VSP Funds that are spent on Executive/Management Staff and Administrative Support Staff salaries, salary fringe and benefits ONLY. (Note: Not more than 5% of grant award can be used for administrative costs. Includes direct and indirect charges for administration of the grant)
- **Operational Expenditures-** VSP funds used to conduct agency/ organizational functions that are secondary to program service delivery such as: office/warehouse lease or mortgage expenses, office supplies (pens, toner, paper, etc.), agency's utility expenses, staff transportation expenses, marketing/catalogues, etc.
- **Direct Service Expenditures-** VSP funds utilized to provide services directly to agency/program participants such as payments made on behalf of participants for rent, utilities, food, shelter, transportation (rentals, gas, and parking, bus drivers, participant's public transportation costs, etc.) , scholarships and day care vouchers, salaries and fringe benefits for direct service personnel (Case Managers, Educators, Subcontractors, etc.), program supplies (educational/instructional materials, paper, pencils, markers, etc.) directly consumed by participants. Program materials that may be pertinent to the scope of services of a funded program and that aid in contractor meeting contracted program outcomes are included in this definition (i.e. children's story books, educational games, puzzles, and flash cards).

The maximum amount of VSP funds allowed for administrative purposes (executive staff salaries and benefits only) is 5% of funds awarded. Throughout the contract period, program expenditures will be monitored (via performance reports) to ensure that funding is utilized as contracted.

YCS Staff paste designation of funding request chart from WebGrants (Q.8)

Cost Category	Designation of VSP Funding Award	Detailed Explanation of how the Funding Award will be Expended
Administrative (5% Admin max of funds awarded.)	\$2,500.00	Overseeing day-to-day operations by planning, directing and coordinating activities
Operational	\$20,000.00	Wages, salaries, commissions; insurance; rent and utilities; office supplies
Direct Services	\$27,500.00	Professional counseling
Totals	\$50,000.00	

Additional Explanation of Funding Details:

1. Administrative funding will provide stipends to interns and salaries to employees. Day-to-day operations include planning, directing and coordinating activities, as well as managing phone queries, record keeping, mail distribution, office upkeep, human resources and arranging accommodations.

2. Operational funding will be used to provide wages for Consultants, and cover insurance, and office expenses (repairs and maintenance, pens, toner, paper, ink cartridges, internet, cable and streaming services,

toiletries and other essential items). A portion will also be used to assist with transportation expenses and marketing.

3. Direct Service funding will provide salaries for Certified Counselors and Psychologists, as well as stipends for interns.

Program Performance Measures:

Frontline Community Services, Inc. agrees to track and report program performance to the Fulton County Department of Community Development.

County Defined Performance Measure(s):

Health and Wellness: Health and Wellness Number of individuals connected to available resources to help mitigate illness and health disparities|Health and Wellness Number of individuals receiving referrals to behavioral health and other supportive services|Health and Wellness Number of persons participating in programs focusing on Veterans Family Members and Caregivers

The following program measures/ Key Performance Indicators (“KPI’s”) will be utilized to track and report program outcomes for the Fulton County residents supported with VSP funding, during the funding period (January 1, 2023-December 31, 2023):

The following are the Frontline VET 22 Suicide Prevention Program performance measures:
Sustainability - We are striving for a minimum of 75% of participants to complete each session. To keep them enticed and engaged, we will present tokens at the end of each month, nutritious meals at the end of the month for those who participated in all additional activities, certificates of completion and gift certificates at the close of each session.
Effectiveness - We want to provide services that will help all participants better manage their lives and curtail mental anxiety and minimize triggering episodes and distress.
Participation in at least two activities outside of the general scope of therapy - In addition to traditional therapy approach of verbal communication, we will be offering classes in yoga, deep breathing/meditation, low-impact aerobics, and nutrition. We are shooting for each participant to take at least 2 of these additional classes. Frontline will use the following methods to determine the rate of goals to be achieved:
Completed registrations by veterans and caregivers
Checking attendance at every activity
Monthly feedback from veterans, counselors, and caregivers
Monthly analysis of each veteran from counselor
The major milestones will be completion of each month, every month, at least two additional activities, all additional activities, and the entire session. Session I will take place September, October and November 2023. Session II, the Holiday Crisis Session, will take place December 2023. We will acknowledge each participant by awarding a token at the completion of each month. If the participant collects all tokens for completion of every month, and at least two of the additional activities, they will receive a certificate of completion and a \$50 gift card at the close of the session. After participation in all the additional monthly activities, they will be rewarded with a fun nutritious meal demonstrating how food can be healthy and delicious.

Agency Defined Performance Measure(s):


N/A

ADDITIONAL REQUIREMENTS

Failure to adhere to the terms of this Agreement, in addition to the requirements listed below, may result in one or all of the following; delayed disbursement or total loss of awarded funds, and / or ineligibility to receive an RFP award during the next funding cycle.

1. Contractor agrees to develop, in conjunction with Fulton County, a process of accepting and serving Fulton County residents referred by the Youth and Community Services Division of Fulton County Government.
2. As consideration for the County providing funding and the non-profit entity accepting same, the non-profit entity shall, upon the County's request, participate in County-sponsored events and activities on County property, when feasible. The non-profit agency shall use its best efforts to comply with the County's request provided that it is given at least one week's notice to do so. Failure to participate will be taken into consideration for future funding requested by the non-profit entity.
3. Contractor agrees to allow staff from the Fulton County Department of Community Development to conduct contract compliance site visits as necessary (announced or unannounced).
4. During the site visit, Contractor will be required to allow staff to monitor programming, as well as review client rosters / sign-in sheets and/ or Registration information that should include complete addresses of Fulton County residents served by this funding.
5. Contractor agrees to comply with the Operational Specifications outlined in the 2023 Veterans Services Program RFP 23RFP021323C-MH
6. Contractor agrees that advertising, promotions and other publicity in connection with the supported program(s) shall include the following acknowledgement: **“Funding provided in part by the Fulton County Board of Commissioners under the guidance of the Department of Community Development.”**

Note: If your agency uses logos versus text, you may substitute the language above with the Fulton

County Logo 

Reporting

It is the Contractor's responsibility to ensure accurate reporting of all information contained in the performance reports. Reports and supportive documentation that consistently include erroneous/inaccurate data may result in a required reimbursement of funding and/or may negatively impact future funding.

6. Contractor will be required to submit completed performance reports (with deadlines of July 28, 2023, and January 12, 2024) to adhere to the requirements outlined in the Performance Report Instructions, as well as the format provided by the Fulton County Department of Community Development. Future funding will be affected if performance reports are not submitted by stipulated due dates.
7. Contractor will be required to provide demographic information concerning the Fulton County residents served, including, but not limited to age, race/ethnicity and gender.
8. Contractor will be required to report the number of UNDUPLICATED/NEW participants directly served through the Veterans Services Program funding. **Please note:** Failure to serve the total number of participants contracted to be served with VSP funding may result in reimbursement of VSP funding to Fulton County. Failure to reimburse the funding requested will result in the ineligibility to receive future funding.
9. Contractor will be required to submit unduplicated client rosters in a spreadsheet format that includes the complete residential addresses of the Fulton County residents served with VSP funding, and

LEDGERS demonstrating how Veterans Services Program funds were expended for the specified reporting period.

Expenditure of Funds

10. Contractor is prohibited from utilizing VSP funds for capital expenditures. (A “capital expenditure” is defined as: any resource not completely consumed during the contract year, i.e. computers, printers, construction, vehicles, cell phones, etc.) Program materials that may be pertinent to the scope of services of a funded program and that aid in contractor meeting contracted program outcomes are excluded from the definition of “capital expenditure” (e.g., children's story books, educational materials, games, puzzles, and flash cards).

11. Veterans Services Program funds must be expended by December 31, 2023. All funds that are not spent by this date must be reimbursed to Fulton County Government within 30 days of written request. A Contractor’s failure to adhere to this requirement will result in one or more of the following: inability to receive future funding from Fulton County, and/or legal action against the agency to recoup funding that are not reimbursed by the deadline.

ARTICLE III - COMPENSATION FOR SERVICES

(a) Fulton County agrees to pay Contractor a maximum sum of **\$50,000.00**.

(b) Upon receipt and approval of Contractor’s invoice delineating projected expenditures for the first six months of the contracting period. Upon receipt and approval of said invoice, County shall pay Contractor the first six months of compensation provided for by this Agreement. The Contractor shall provide Fulton County with a second invoice delineating projected expenditures for the remaining six months of the Agreement Term. Upon receipt and approval of said invoice, Fulton County shall pay Contractor the second six months of compensation provided by this Agreement. **A failure by Contractor to submit the invoice for the first and/ or second six months of the contracting period will constitute a breach of this Agreement.**

(c) If through any cause, Contractor shall fail to fulfill its obligation under this Agreement in a timely and proper fashion or in the event that any of the provision or stipulations of this Agreement are violated by Contractor, Fulton County shall thereupon have the right to immediately suspend or terminate this Agreement by serving written notice as defined herein upon Contractor of Fulton County’s intent to suspend or terminate this Agreement. If the Agreement is terminated pursuant to this paragraph, Contractor shall be exclusively limited to receiving only the compensation for work performed in a manner satisfactory to Fulton County up to and including the date of the written termination notice.

(d) The Contractor agrees and understands that all expenditures must be consistent with the scope and purpose of this Agreement, and expenditures must be consistent with the guidelines and definitions established in the **Veterans Services Program Request for Proposal (“RFP”) 23RFP021323C-MH**, which is hereby incorporated by reference herein and made a part of this agreement. The County reserves the right to approve and reject payment for expenditures which are not consistent with the scope and purpose of this Agreement, and which the County determines are not consistent with the guidelines and definitions established in the Veterans Services Program RFP.

(e) The Contractor agrees and understands that Fulton County has the right to recover funds from Contractor for compensation received, pursuant to subsection (b) above if Contractor fails to perform the services outlined in Article II or does not perform such services to the satisfaction of Fulton County.

ARTICLE IV - RECORD KEEPING

(a) Contractor shall maintain accurate records of the expenditure and disposition of funds, and such records must be in accordance with good accounting practices, and made available for inspection and audit by Fulton County at a time mutually agreeable to parties and upon thirty (30) days' notice to contractor.

(b) All reports and communications, with supportive documentation consistent with contract provisions outlined in Article II, must be provided to Fulton County, in accordance with Article IV.

(c) A performance report, with supportive documentation consistent with provisions of the Agreement outlined in Article II, must be provided to Fulton County no later than **July 28, 2023, for the period January 1, 2023-June 30, 2023; and January 12, 2024, for the period July 1, 2023-December 31, 2023.**

(d) Contractor shall be responsible for sending staff representation to mandatory meetings that will be sponsored by the Fulton County Department of Community Development. Contractor will be notified in advance of said meetings.

(e) All notices, program reports and other communications required to be given under this Contract shall be sufficient if in writing and either delivered via e-mail, personally or sent by postage, prepaid, certified or registered United States mail, return receipt requested, or e-mail addressed as follows:

To Fulton County:

**Youth and Community Services Division
Veterans Services Program
c/o: Grants Administration
hsd.grants@fultoncountyga.gov
137 Peachtree Street, SW
Atlanta, Georgia 30303**

To Contractor:

**Frontline Community Services, Inc.
4500 Hugh Howell Road
Tucker, Georgia 30084**

The Parties may only modify or update the above-referenced addresses during the term of this Agreement by providing formal notice to the other party of such a change pursuant to the terms of this provision.

(f) Contractor understands and agrees that, upon Fulton County's determination that Contractor is not or has not been in substantial compliance with any term of this Agreement with respect to the performance and provision of services at any single delivery site, Fulton County shall thereupon have the right to immediately suspend or terminate this Agreement upon written notice to Contractor. Contractor further understands and agrees that if Fulton County determines that Contractor is not or has not been in substantial compliance with any term of this Agreement with respect to the performance and provision of services at any single delivery site, Fulton County may request, and the Contractor shall provide, any and all additional reports, records or documentation Fulton County deems necessary to evaluate, assess and/or measure Contractor's overall level of performance under this Agreement, including Contractor's performance at other delivery sites.

ARTICLE V - INDEMNIFICATION

Contractor hereby covenants and agrees to indemnify and hold harmless Fulton County, its Commissioners, officers, and employees from all claims, losses, liabilities, damages, deficiencies, demands, judgments, or costs (including without limitation reasonable attorney's fees and legal expenses) suffered or occurred by such party, whether arising in tort, contract, strict liability or otherwise, including without limitation, personal injury, wrongful death or property damage arising in any way from the actions or omissions of Contractor, its directors, officers, employees, agents, successors and assigns in connection with its acceptance, or the performance, or nonperformance of its obligations under this Agreement; provided, however, that nothing herein shall be construed to preclude the Contractor from bringing suit against the County for breach of the terms of this Agreement.

**ARTICLE VI – TERMINATION OF AGREEMENT FOR COUNTY’S CONVENIENCE AND
FOR CAUSE**

(a) This Agreement is effective on **January 1, 2023**, and shall terminate on **December 31, 2023**, unless earlier terminated in accordance with the provisions of this Agreement. Notwithstanding termination of the Agreement, Contractor is obligated to fulfill all of its obligations, including its reporting requirements.

(b) Notwithstanding the above provisions, Fulton County may terminate this Agreement for convenience, or Fulton County or the Contractor may terminate this Agreement at any time for any reason by giving written notice of the intent to terminate the Agreement thirty (30) days in advance, by certified mail, return receipt requested, with proper postage prepaid, or by hand delivery, to the other party at the physical address provided herein for notice. The termination shall become effective on the thirtieth (30th) day after the date of such written notice unless the parties otherwise agree in writing. If this Agreement is terminated pursuant to this paragraph, Contractor shall be exclusively limited to receiving compensation for the work satisfactorily performed up to and including the effective date of termination.

(c) Fulton County shall have the right to suspend immediately Contractor’s performance hereunder on an emergency basis whenever necessary, in the opinion of Fulton County, to avert a life threatening situation or other sufficiently serious risk.

(d) In the event that this agreement is terminated by Fulton County or Contractor, following the Fulton County’s determination that Contractor is not or has not been in substantial compliance with any provision of this agreement, Contractor agrees that Fulton County shall have the right to request repayment in full of all compensation paid to Contractor pursuant to Article III of this agreement. If Fulton County exercises its right under this subsection, Contractor agrees to and shall repay Fulton County all compensation paid to Contractor pursuant to Article III of this Agreement.

(e) In the event that this agreement is terminated by Fulton County or Contractor, following the Fulton County’s determination that Contractor is not or has not been in substantial compliance with any

provision of this agreement, Contractor agrees that Fulton County shall have the right to terminate this Agreement between Fulton County and Contractor without penalty. Contractor acknowledges and agrees that Fulton County's right to terminate includes, but is not limited to, the right to withhold any and all future compensation due to Contractor pursuant to the terms of any and all other agreements between Fulton County and Contractor.

(f) In the event that this Agreement is terminated by Fulton County or Contractor, following Fulton County's determination that Contractor is not or has not been in substantial compliance with any provision of this Agreement, Contractor agrees that it shall not be eligible to either enter or to apply to enter into future contracts with Fulton County until it has addressed any and all areas of deficiency or non-compliance to Fulton County's satisfaction.

ARTICLE VII - INDEPENDENT CONTRACTOR STATUS

(a) Nothing contained herein shall be deemed to create any relationship other than that of an independent contractor between Fulton County and Contractor. Under no circumstances shall Contractor, its directors, officers, employees, agents, successors or assigns be deemed employees, agents, partners, successors, assigns or legal representatives of Fulton County.

(b) Contractor acknowledges that **Frontline Community Services, Inc.**, its directors, officers, employees, agents and assigns shall have no right of redress pursuant to the Personnel Rules and Regulations of Fulton County.

(c) The Contractor 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 Contractor 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 Contractor shall maintain records pertaining to such taxes as well as payment thereof and shall make the same available to Fulton County at all reasonable times for inspection and copying. The Contractor shall apply for any and all tax exemptions which may be applicable

and shall timely request from Fulton County such documents and information as may be necessary to obtain such tax exemptions. Fulton County shall have no liability to the Contractor for payment of any tax from which it is exempt.

ARTICLE VIII - INSURANCE

Contractor agrees to obtain, maintain and furnish to Fulton County, a Certificate of Insurance (COI) showing the required coverage during the entire term of this Agreement. All insurance limits are listed in the “Insurance and Risk Management Provisions” document, Attachment “A”, with Fulton County, Georgia added as an “Additional Insured”. 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 IX – AMENDMENTS AND MODIFICATIONS TO CONTRACT

(a) This Agreement constitutes the entire agreement between Fulton County and Contractor, and there are no further written or oral agreements with respect thereto, no variations, amendments or modifications of this Agreement, and no waiver of its provisions, shall be valid unless in writing and signed by Fulton County’s and Contractor’s duly authorized representatives and entered into on the minutes of the Fulton County Board of Commissioners meeting.

(b) Modifications or amendments which require a change in compensation level must be approved by the Fulton County Board of Commissioners and Contractor; other modifications, amendments or variations may be agreed to in writing, between the Contractor and the Contract Administrator when the amount of this Agreement and its Term remain unchanged.

ARTICLE X - SUBCONTRACTING

Contractor 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 Fulton County.

ARTICLE XI - ASSIGNABILITY

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

ARTICLE XII - SEVERABILITY OF TERMS

If any part or provision of this Agreement is held invalid the remainder of this Agreement shall not be affected thereby and shall continue in full and effect.

ARTICLE XIII – PRECEDENCE OF AGREEMENT

In the event that any language in the Department of Community Development’s Veterans Services Program RFP is in conflict with the language in this Agreement, this Agreement shall take precedence.

ARTICLE XIV - EQUAL EMPLOYMENT OPPORTUNITY

In accordance with Fulton County Code Sections 102-391 (Equal Opportunity Clause) and 154-3 (Policy of Equal Opportunity): (a): During the performance of this Agreement, the Contractor agrees as follows:

(1) The Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, national origin, or disability. As used herein, the words “shall not discriminate” shall mean and include without limitations the following:

Recruited, whether by advertising or other means; compensated, whether in the form of rates of pay, or other forms of compensation; selected for training, including apprenticeship; promoted; upgraded; demoted, downgraded; transferred; laid off; and terminated.

The Contractor agrees to and shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause.

(2) The Contractor shall in solicitation or advertisement for employees, placed by or on behalf of the Contractor; state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, sexual orientation, national origin, or disability.

(3) The Contractor shall send to each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or workers' representative of the Contractor's commitments under the Equal Opportunity Program of Fulton County and under this Article, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Contractor and its subcontractors, if any, shall file Compliance Reports at reasonable times and intervals with Fulton County in the form and to the extent prescribed by the director. Compliance Reports filed at such times as directed shall contain information as to the employment practices, policies, programs and statistics of the Contractor and its subcontractors.

(5) The Contractor shall include the provisions of paragraphs (1) through (5) of this equal employment opportunity clause and every subcontractor purchase order so that such provision shall be binding upon each subcontractor.

ARTICLE XV - CAPTIONS

The captions are inserted herein only as a matter of convenience and for reference and in no way define, limit, or describe the scope of this Agreement or the intent of the provisions thereof.

ARTICLE XVI - GOVERNING LAW

This Agreement shall be governed in all respects, as to validity, construction, capacity, and performance or otherwise, by the laws of the State of Georgia.

ARTICLE XVII - 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.

[SIGNATURES ON FOLLOWING PAGE]

Attachment A

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:

CONTRACTOR:

FULTON COUNTY, GEORGIA

VENDOR NAME **Frontline Community Services, Inc.**

DocuSigned by:
Robert L. Pitts
BA715B1A26544E7
Robert L. Pitts, Chairman
Fulton County Board of Commissioners

DocuSigned by: Name of Signatory: **Tony Barrs**
Tony Barrs
Title of Signatory: **President**
4D19C6FD66134FF...
Authorized Signature

Please select Attest OR Notary from the checkbox

Attest Notary

ATTEST:

ATTEST:

DocuSigned by:
Tonya R. Grier
EEC476C4837648D...
Tonya R. Grier
Clerk to the Commission

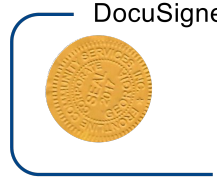
DocuSigned by: 2nd Signatory Name: **Alycia Robinson**
Alycia Robinson
2nd Signatory Title: **Executive Director**
16E1645EBEC24D0...

Second Authorized Signature DocuSigned by:

(Affix County Seal)



(Affix Corporate Seal)



APPROVED AS TO FORM:

ATTEST:

DocuSigned by:
David Lowman
0EC92EDADEFB4B8...
Office of the County Attorney

Notary Public

APPROVED AS TO CONTENT:

County: _____

DocuSigned by:
Stanley Wilson
5E4D76DFB4A0450...
Stanley Wilson, Director
Fulton County Department of
Community Development

Commission Expires: _____

(Affix Notary Seal)

Please select RCS or RM from the checkbox

RCS RM

ITEM#: 2023-0351	RCS: 5/17/2023	ITEM#: _____	RM: _____
RECESS MEETING		REGULAR MEETING	



June 14, 2023

Carlos S. Thomas, Division Manager
Fulton County Youth And Community Services Division
2023 Veterans Services Program Award
137 Peachtree Street SW
Atlanta, Georgia 30303

Re: Frontline Community Services | Scope of Negotiation | Worker's Compensation Coverage

To Whom It Concerns,

Regarding the 2023 Veterans Services Program Award, Frontline Community Service, Inc. requests a Waiver for Workers Compensation because we have less than 3 workers in our agency.

Thank you,

Alycia Robinson, Executive Director
frontline@flinecs.org
(404) 428-3804

STATE OF GEORGIA

COUNTY OF FULTON

FORM G: 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 services³ under a contract with [insert name of prime contractor] Frontline Community Services, Inc. behalf of Fulton County Government has registered with and is participating in a federal work authorization program⁴ in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

2090101

EEV/Basic Pilot Program* User Identification Number

Tony S. Barrs Tony S. Barrs

BY: Authorized Officer of Agent
(Insert Subcontractor Name)

President

Title of Authorized Officer or Agent of Subcontractor

TONY S. BARRS

Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this 7 day of March, 2023

Notary Public: [Signature]

County: DeKalb

Commission Expires: Aug. 11 2023



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.

⁴*[Any 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].

STATE OF GEORGIA

COUNTY OF FULTON

FORM F: 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] Frontline Community Services, Inc. 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.

2090101

EEV/Basic Pilot Program* User Identification Number

Tony S. Barrs Tony S. Barrs
BY: Authorized Officer of Agent
(Insert Contractor Name)

President
Title of Authorized Officer or Agent of Contractor

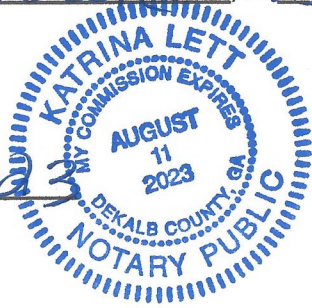
Tony S. Barrs
Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this 7 day of March, 2023

Notary Public: [Signature]

County: DeKalb

Commission Expires: August 11 2023



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.

²*[Any 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].



**FULTON
COUNTY**

CONTRACT DOCUMENTS

FOR

REQUEST FOR PROPOSAL 23RFP021323C-MH

2023 VETERANS SERVICES PROGRAM

FOR

YOUTH AND COMMUNITY SERVICES DIVISION

OF

FULTON COUNTY, GEORGIA

CONTRACT AGREEMENT

THIS AGREEMENT (“Agreement”), entered into this **1st day of January 2023**, by and between **FULTON COUNTY**, Georgia (hereinafter referred to as “Fulton County” or “County”), a political subdivision of the State of Georgia, acting by and through its Community Development Department’s Youth and Community Services Division (“YCS”), and **Pianos For Peace** (hereinafter referred to as “Contractor”), a corporation organized as a nonprofit, tax exempt 501(c) (3) agency, authorized to conduct business within the state of Georgia (hereinafter collectively referred to as the “Parties”).

WITNESSETH

WHEREAS, as part of its official functions, Fulton County is authorized to exercise the power of taxation pursuant to Art. IX, Section IV., Par. I of the Constitution of the State of Georgia of 1983, and to expend such funds raised by the exercise of said powers for public purposes as declared in Art. IX, Section IV., Par. II of the Constitution; and

WHEREAS, Contractor has in its employ personnel, and under its supervision, facilities and resources by which it can render to Fulton County and the citizens thereof certain services authorized by the aforementioned Constitutional provision; and

WHEREAS, Contractor has agreed to render services to the citizens of Fulton County, and the County has appropriated funds for those services; and

WHEREAS, the parties desire to execute a formal agreement for the services to be rendered by Contractor, and said services shall be defined, and consideration to be paid for such services by Fulton County for the successful performance of the services, and shall be enumerated.

The Agreement was approved by the Fulton County Board of Commissioners on **May 17, 2023, BOC#23-0351**.

NOW, THEREFORE, in consideration of the premises, payment of the sum hereinafter set forth and the performance of the services described herein, it is mutually agreed as follows:

INDEX OF ARTICLES

- ARTICLE 1. **PARTIES AND TERM**
- ARTICLE 2. **SCOPE OF CONTRACTOR'S DUTIES**
- ARTICLE 3. **COMPENSATION FOR SERVICES**
- ARTICLE 4. **RECORD KEEPING**
- ARTICLE 5. **INDEMNIFICATION**
- ARTICLE 6. **TERMINATION OF AGREEMENT FOR CAUSE**
- ARTICLE 7. **INDEPENDENT CONTRACTOR STATUS**
- ARTICLE 8. **INSURANCE**
- ARTICLE 9. **AMENDMENTS AND MODIFICATIONS TO AGREEMENT**
- ARTICLE 10. **SUBCONTRACTING**
- ARTICLE 11. **ASSIGNABILITY**
- ARTICLE 12. **SEVERABILITY OF TERMS**
- ARTICLE 13. **PRECEDENCE OF AGREEMENT**
- ARTICLE 14. **EQUAL EMPLOYMENT OPPORTUNITY**
- ARTICLE 15. **CAPTIONS**
- ARTICLE 16. **GOVERNING LAW**
- ARTICLE 17. **JURISDICTION**

ARTICLE I - PARTIES AND TERM:

(a) Fulton County, through its YCS, retains Contractor, and Contractor accepts retention by Fulton County to render the services as hereinafter defined and required; to perform such services in a manner and to the extent required by the parties herein; and as may be hereafter amended or extended in writing by mutual agreement of the parties.

(b) The Chairperson of the Board of Directors for the Contractor or authorized representative (hereinafter “Board Chair”) represents that she/he is authorized to bind and enter into contracts on behalf of Contractor, including this Agreement.

(c) Nothing contained in this Agreement shall be constructed to be a waiver of Fulton County’s sovereign immunity or any individual’s official or qualified good faith immunity.

(d) This Agreement will remain in effect from **January 1, 2023**, until midnight **December 31, 2023**.

(e) Fulton County shall have the right to suspend immediately Contractor’s performance hereunder on an emergency basis under this Agreement whenever necessary, in the sole opinion of Fulton County, to avert a life threatening situation or other sufficiently serious deficiency.

ARTICLE II - SCOPE OF CONTRACTOR’S DUTIES:

Upon execution of this Agreement, the Contractor will provide the following services for Fulton County:

SCOPE OF WORK:

Veterans Services Program (VSP)

VSP Service Category: Health and Wellness

VSP Funding Priority(ies):

Health and Wellness: Health and Wellness Veterans Post Traumatic Stress Disorder|Health and Wellness Veterans Long Term Care|Health and Wellness Veterans Disability Benefits|Health and Wellness Veterans Family Members and Caregivers

Pianos For Peace, Pianos for Peace Healing Arts and Peace Festival will provide services at the following locations at specified times during the contract period of **01/01/2023** through **12/31/2023**:

Service Delivery Site(s):

YCS Staff paste Service delivery site(s) from WebGrants (Q.9):

Name of Program Site:	Program Location (complete physical address):	Program City	Program State	Program Zip code	Fulton County District of the program (Facility) location:	District(s) of Fulton County Residents Served by the program (facility) location:
Pianos for Peace Festival	Greater Metro Atlanta	Atlanta	GA	30309	3	1, 2, 3, 4, 5, 6
Pianos for Peace Healing Arts	Greater Metro Atlanta	Atlanta	GA	30309	3	1, 2, 3, 4, 5, 6
The King Center	449 Auburn Avenue NE	Atlanta	GA	30312	5	1, 2, 3, 4, 5, 6
Atlanta BeltLine	672-600 Virginia Avenue NE	Atlanta	GA	30306	3	1, 2, 3, 4, 5, 6
Branan Towers	1200 Glenwood Ave SE	Atlanta	GA	30316	5	4, 5, 6
Fulton County Accountability Courts for VETS	1135-A Jefferson Street, N.W	Atlanta	GA	30318	5	1, 2, 3, 4, 5
Fulton County Government Building	141 Pryor Street SW	Atlanta	GA	30303	4	1, 2, 3, 4, 5, 6
Hamilton E. Holmes MARTA Station	70 Hamilton E Holmes Dr. NW	Atlanta	GA	30311	4	4, 5, 6
National Center for Civil and Human Rights	100 Ivan Allen Jr. Blvd. NW	Atlanta	GA	30313	4	1, 2, 3, 4, 5, 6
Sandy Springs MARTA Station	7010 Peachtree Dunwoody Rd	Sandy Springs	GA	30328	3	1, 2, 3
Doraville MARTA Station	6000 New Peachtree Rd	Doraville	GA	30340	3	1, 2, 3, 4, 5, 6
Adamsville Recreation Center	3201 M.L.K Jr. Drive SW	Atlanta	GA	30331	5	5, 6
Preserve Black Atlanta - Washington Park	1020 Lena Street NW	Atlanta	GA	30314	4	3, 4, 5, 6
College Park MARTA Station	3800 Main Street	College Park	GA	30337	6	3, 4, 5, 6

Approach and Design:

Pianos For Peace, Pianos for Peace Healing Arts and Peace Festival will provide services to **1500** clients that reside in Fulton County, with VSP funding.

Pianos For Peace, Pianos for Peace Healing Arts and Peace Festival will provide the following activities and services in Fulton County with VSP funding:

P4P leverages the power of art, music, and culture to advance its DEI programming by connecting people and communities to cultural and social justice movements. Its art education, therapy programs, and community engagement are purposefully designed to allow people to enjoy and create art and music, including veterans who experience marginalization, disenfranchisement, discrimination, or oppression. Peace Festival P4P's annual Peace Festival is one of Atlanta's most prominent public art displays. For three weeks every fall, we bring beautifully painted pianos to public parks and high-traffic areas throughout metro Atlanta for anyone to play and everyone to enjoy, including Atlanta's veteran population. P4P has impacted more than 1.3 million Atlantans and visitors through the Peace Festival and arts programming. Today, P4P maintains five permanent piano installations across Atlanta for community members, including veterans, their families, and caregivers, to enjoy. This year, the Peace Festival will run from September 1 through the 21st, with more than 50 designated public piano locations for people to enjoy, including veterans, their families, and caregivers. Notable location sites include: MARTA stations Hartsfield-Jackson International Airport Atlanta Beltline The King Center National Center for Civil and Human Rights Fulton County Government Building Art Gallery Fulton County Accountability Courts Veterans Empowerment Organization African American Philharmonic Orchestra Preserve Black Atlanta - Washington Park In addition, P4P will work with veteran artist Darryl Peek to recruit and commission local veteran artists to design and paint four pianos for the annual Peace Festival. P4P will donate these pianos to The African American Philharmonic Orchestra (AAPO), Veterans Empowerment Organization (VEO), Preserve Black Atlanta, and the Fulton County Accountability Courts once the festival ends. P4P will donate the remaining painted pianos to local schools, nursing homes, healthcare facilities, and community centers to be used in P4P's art therapy and education programming. Healing Arts Program Beginning in June 2023, P4P will engage a minimum of 30 local artists and musicians in our Healing Arts Program through virtual visits and bedside performances to at least ten nursing homes, treatment facilities, and community centers, including: Pianos for Peace Virtual Arts Healing Program Branan Towers Adamsville Recreation Center United Military Care Our dynamic Healing Arts Program facilitates peace and well-being, enhances society, celebrates cultures, and brings healing to under-served communities and organizations in need. P4P volunteer and Founder of Music from the Heart Justin Clay will oversee our concerts, workshops, and bedside performances. A joint venue with P4P, the Fulton County Government Building, and AAPO will culminate in a special musical event honoring veterans. Funding Priorities P4P has identified three areas that align with Fulton County's funding priorities, including veterans with post-traumatic stress disorder, disabilities, and those in long-term care. P4P's Healing Arts Program serves the veteran community and uplifts lives through meaningful healing arts programs, bedside performances, and music therapy workshops. We engage local volunteer artists' including veteran artists' to share their time and talents with disabled and aging veterans in nursing homes, special care centers, and hospital treatment centers. The Healing Arts Program also targets veterans with PTSD and other co-occurring mental conditions such as depression, anxiety, and suicide ideation. Strategic Program Objectives Through its programming and services, P4P also aligns with the county's strategic priority areas program objectives, including: 1) Health and Human Services: through art therapy, we help veterans process their emotions and adopt healthier behaviors while improving their

quality of life and living environment via art and music exposure. P4P provides veterans' one of the most vulnerable populations' care, empathy, social connections, and support through its Peace Festival and Healing Arts Program. The project will also increase health equity and resiliency and help mitigate physical and mental health issues. We provide homeless individuals and veterans equal opportunities to engage in art and music expression and appreciation via our annual Peace Festival.2) Arts and Libraries: By providing opportunities to participate in high-quality art and music events and educational programming, we increase citizen and visitor engagement, including veterans, while spreading awareness about the benefits and importance of art, music, and culture. Each year, P4P establishes new partnerships throughout the community to foster social connections, artistic expression, and appreciation. Collaboration P4P is a catalyst for innovative, diverse, and thought-provoking artistic expression, inspiring the metro-Atlanta community to engage and connect in profound and meaningful ways. By promoting vibrant cooperative partnerships that represent diverse cultures, people of all ages and backgrounds have the opportunity to engage in artistic expression and enjoy the myriad of benefits that art can generate. P4P collaborates with over 25 partner organizations, including Fulton County Arts and Culture, Georgia Council of the Arts, City of Atlanta Office of Cultural Affairs, Atlanta Beltline, Center for Civil and Human Rights, the Atlanta Police Department, United Military Care, and Atlanta Fulton Public Library. We cooperate with the Fulton County Government Building and MARTA transit system, community organizations, nursing homes, community care centers, the local VA Medical Center, hospitals, and treatment centers to ensure that veterans have access to art and music experiences. Since its inception, P4P has partnered with more than 41 nonprofit organizations, engaged more than 60 artists, 24 musicians, and nearly 2,700 volunteers in community volunteer programs, and donated 53 pianos to local community-based organizations in metro Atlanta. P4P has served more than 4,000 veterans, patients, and senior citizens through its Healing Arts Program. For this project, P4P will be partnering with AAPO, VEO, and Alchemy Sky Foundation (ASF) to present a special musical concert honoring veterans. ASF relies on a robust network of mental health professionals, skilled volunteers, diverse partners, and Atlanta's thriving music industry to create needs-based programs for partners like the Veterans Affairs, Veterans Empowerment Organization (VEO), and Wounded Warrior Project. P4P will also be partnering with VEO, which specializes in veteran housing, optimal wellness, and workforce development to reach more veterans.

Designation of VSP Funds:

Based on the awarded amount of **\$50,000.00**, the VSP funds are designated according to the following cost categories: Administrative, Operational, and Direct Services.

- **Administrative Expenses-** VSP Funds that are spent on Executive/Management Staff and Administrative Support Staff salaries, salary fringe and benefits ONLY. (Note: Not more than 5% of grant award can be used for administrative costs. Includes direct and indirect charges for administration of the grant)
- **Operational Expenditures-** VSP funds used to conduct agency/ organizational functions that are secondary to program service delivery such as: office/warehouse lease or mortgage expenses, office supplies (pens, toner, paper, etc.), agency's utility expenses, staff transportation expenses, marketing/catalogues, etc.
- **Direct Service Expenditures-** VSP funds utilized to provide services directly to agency/program participants such as payments made on behalf of participants for rent, utilities, food, shelter, transportation (rentals, gas, and parking, bus drivers, participant's public transportation costs, etc.) , scholarships and day care vouchers, salaries and fringe benefits for direct service personnel (Case Managers, Educators, Subcontractors, etc.), program supplies (educational/instructional materials, paper, pencils, markers, etc.) directly consumed by participants. Program materials that may be pertinent to the scope of services of a funded program and that aid in contractor meeting contracted program outcomes are included in this definition (i.e. children's story books, educational games, puzzles, and flash cards).

The maximum amount of VSP funds allowed for administrative purposes (executive staff salaries and benefits only) is 5% of funds awarded. Throughout the contract period, program expenditures will be monitored (via performance reports) to ensure that funding is utilized as contracted.

YCS Staff paste designation of funding request chart from WebGrants (Q.8)

Cost Category	Designation of VSP Funding Award	Detailed Explanation of how the Funding Award will be Expended
Administrative (5% Admin max of funds awarded.)	\$2,500.00	CEO/Executive Director/Artistic Director Salary
Operational	\$20,500.00	Piano moving, truck, gas, and moving supplies, piano tuning and maintenance, marketing, posters, and awards
Direct Services	\$27,000.00	Program Director, production and technical expenses, artist commissions and fees, musician and orchestra fees, festival and art supplies
Totals	\$50,000.00	

Additional Explanation of Funding Details:

P4P's total budget for this program is \$50,000. The VSP funds will cover the following expenses:

Administrative:

- CEO/Executive Director Salary (Malek Jandali as acting Artistic Director): \$2,500

Operational:

- Piano Moving, Truck, Gas, and Moving Supplies: \$15,000
- Professional Piano Tuning and Maintenance: \$3,000
- Marketing: \$2,500

Direct Services:

- Program Director (Veteran Darryl Peek as Program Director): \$2,500
- Technical Production: \$5,000
- Artist Commissions and Fees: \$9,000
- Musicians and Orchestra Fees: \$8,000
- Festival and Art Supplies: \$2,500

Program Performance Measures:

Pianos For Peace agrees to track and report program performance to the Fulton County Department of Community Development.

County Defined Performance Measure(s):

Health and Wellness: Health and Wellness Number of individuals who report or demonstrate improved health related outcomes or other quality of life measures

The following program measures/ Key Performance Indicators (“KPI’s”) will be utilized to track and report program outcomes for the Fulton County residents supported with VSP funding, during the funding period (January 1, 2023-December 31, 2023):

The overarching aim of this project is to provide veterans with valuable opportunities to participate in and enjoy arts, music, and culture. To accomplish this, we have identified the following goals and intended outcomes:

Goal One: P4P will present the annual Peace Festival September 1-21, 2023, with 50 locations throughout Fulton County and Metro Atlanta. Areas include MARTA stations, Hartsfield-Jackson International Airport, and Atlanta Beltline.

Milestones: P4P will accomplish the following milestones:

- Secure 25 locations in the community to host a painted piano during the festival
- Donate a minimum of 30 pianos to local organizations during the fiscal year
- Design, paint, tune, and transport pianos to designated locations

Outcome: The Peace Festival will:

- Unite and engage the community, including veterans, bringing beauty to the community and creating a sense of pride and ownership among residents
- Provide a focal point for community building where veterans and others can gather and interact with one another
- Improve the quality of life for veterans and other citizens who participate in the event and foster peace and vibrancy in the community
- Positively impact more than one million people through art and music engagement, including a minimum of 1,500 veterans

Goal Two: By June 2023, P4P will commission veteran artists to design and paint four pianos that will be part of the Peace Festival and become a permanent installation at the VEO, AAPO, Fulton County Accountability Court, and Preserve Black Atlanta. P4P will contract local veteran artist Darryl Peek for a second year to film and produce a community arts public concert to celebrate and honor veterans in collaboration with the African-American Philharmonic Orchestra. The concert will take place in the atrium of the Fulton County Government Building on September 21, 2023, which is also International Day of Peace.

Milestones: P4P will accomplish the following milestones:

- Obtain four pianos for this effort
- Veterans will design and paint the pianos
- Transport the pianos to their designated locations for veterans and others to enjoy

The short documentary film will be released by December 2023

Outcome: This effort will:

- Demonstrate that veteran artists can contribute to creating an inclusive and vibrant community
- Veteran artists will have an opportunity to participate in creative expression while honoring fellow veterans
- Bring like-minded organizations and community resources together to create more impact among veterans and the community

The program will:

- Engage veterans in the productuio process, giving them a voice to tell their stories
- Demonstrate how P4P has impacted their lives
- Provide veterans a platform to advocate for themselves and their peers
- Increase understanding and empathy for veterans and raise awareness about the invisible wounds of war, such as post-traumatic stress disorder (PTSD) and its detrimental effects
- Increase awareness about Atlanta’s homeless veteran population

Goal Three: Between June and December 2023, P4P will engage a minimum of 30 local artists and musicians in our Healing Arts Program through virtual visits and bedside performances to at least ten nursing homes, hospitals, long-term treatment facilities, and community centers.

Milestones: P4P will accomplish the following milestones:

- Recruit a minimum of 30 local artists and musicians to participate in

our Healing Arts Program Identify a minimum of 8 facilities/locations willing to participate in the program Set up and provide virtual programming option Carry out a minimum of two public performances at participating facilities Reach and serve a minimum of 1,500 veterans through its Healing Arts Program Outcome: This effort will: Provide veterans and other residents the opportunity to experience and enjoy art and music Facilitate well-being and healing among veteran residents Provide social connections and emotional support to veteran residents Reduce depression, anxiety, and symptoms associated with PTSD Provide veterans an outlet to process feelings and emotions in a healthy way Data and Evaluation Data collection and evaluation are essential for improving the organization's efficiency and increasing its capacity to serve more people. To measure its program effectiveness and outcomes, P4P collects and tracks the following data regarding its programs and services: The number of piano donations, partner sites, performances, and workshops Qualitative data regarding outcomes, including testimonies, feedback from surveys, and impact stories from ambassadors, school administrators, teachers, students, caretakers, and other community stakeholders The number of nursing homes, hospitals, and community centers served The number of volunteers and artists recruited The Peace Festival's overall reach and engagement of participants, including festival attendance and community feedback. General demographic and socioeconomic data on Atlanta to glean useful information and determine how to build upon program successes and outcomes P4P collects population data by compiling data from our strategic partners and sources such as our mobile app, surveys, and social media platforms. P4P also gathers diversity data from our strategic partners such as MARTA, the City of Atlanta, Atlanta Public Schools, Atlanta BeltLine, The King Center, and Hartsfield-Jackson Atlanta International Airport. Recently P4P began utilizing the innovative "Impact Genome Project" to assess the impact of its programming and for our internal monitoring system and evaluation. Staff uses this relevant data to empower its board of directors to make informed decisions in the nonprofit's best interest and in the interest of the people it serves. P4P seeks to provide a high standard of service and programming. To do this, we embody the following qualities towards peace, access, and equity: offer meaningful experiences and opportunities for people to engage in music via our pianos, which are quality works of art in and of themselves encourage experimentation and exploration, and embrace emotional transparency, authenticity, and intentionality open communication, aligned collaboration, and respect among all involved supportive environments (physically and emotionally), quality artists, sufficient resources

Agency Defined Performance Measure(s):


Not applicable.

ADDITIONAL REQUIREMENTS

Failure to adhere to the terms of this Agreement, in addition to the requirements listed below, may result in one or all of the following; delayed disbursement or total loss of awarded funds, and / or ineligibility to receive an RFP award during the next funding cycle.

1. Contractor agrees to develop, in conjunction with Fulton County, a process of accepting and serving Fulton County residents referred by the Youth and Community Services Division of Fulton County Government.
2. As consideration for the County providing funding and the non-profit entity accepting same, the non-profit entity shall, upon the County's request, participate in County-sponsored events and activities on County property, when feasible. The non-profit agency shall use its best efforts to comply with the County's request provided that it is given at least one week's notice to do so. Failure to participate will be taken into consideration for future funding requested by the non-profit entity.
3. Contractor agrees to allow staff from the Fulton County Department of Community Development to conduct contract compliance site visits as necessary (announced or unannounced).
4. During the site visit, Contractor will be required to allow staff to monitor programming, as well as review client rosters / sign-in sheets and/ or Registration information that should include complete addresses of Fulton County residents served by this funding.
5. Contractor agrees to comply with the Operational Specifications outlined in the 2023 Veterans Services Program RFP 23RFP021323C-MH
6. Contractor agrees that advertising, promotions and other publicity in connection with the supported program(s) shall include the following acknowledgement: **“Funding provided in part by the Fulton County Board of Commissioners under the guidance of the Department of Community Development.”**

Note: If your agency uses logos versus text, you may substitute the language above with the Fulton

County Logo 

Reporting

It is the Contractor's responsibility to ensure accurate reporting of all information contained in the performance reports. Reports and supportive documentation that consistently include erroneous/inaccurate data may result in a required reimbursement of funding and/or may negatively impact future funding.

6. Contractor will be required to submit completed performance reports (with deadlines of July 28, 2023, and January 12, 2024) to adhere to the requirements outlined in the Performance Report Instructions, as well as the format provided by the Fulton County Department of Community Development. Future funding will be affected if performance reports are not submitted by stipulated due dates.
7. Contractor will be required to provide demographic information concerning the Fulton County residents served, including, but not limited to age, race/ethnicity and gender.
8. Contractor will be required to report the number of UNDUPLICATED/NEW participants directly served through the Veterans Services Program funding. **Please note:** Failure to serve the total number of participants contracted to be served with VSP funding may result in reimbursement of VSP funding to Fulton County. Failure to reimburse the funding requested will result in the ineligibility to receive future funding.
9. Contractor will be required to submit unduplicated client rosters in a spreadsheet format that includes the complete residential addresses of the Fulton County residents served with VSP funding, and

LEDGERS demonstrating how Veterans Services Program funds were expended for the specified reporting period.

Expenditure of Funds

10. Contractor is prohibited from utilizing VSP funds for capital expenditures. (A “capital expenditure” is defined as: any resource not completely consumed during the contract year, i.e. computers, printers, construction, vehicles, cell phones, etc.) Program materials that may be pertinent to the scope of services of a funded program and that aid in contractor meeting contracted program outcomes are excluded from the definition of “capital expenditure” (e.g., children's story books, educational materials, games, puzzles, and flash cards).

11. Veterans Services Program funds must be expended by December 31, 2023. All funds that are not spent by this date must be reimbursed to Fulton County Government within 30 days of written request. A Contractor’s failure to adhere to this requirement will result in one or more of the following: inability to receive future funding from Fulton County, and/or legal action against the agency to recoup funding that are not reimbursed by the deadline.

ARTICLE III - COMPENSATION FOR SERVICES

(a) Fulton County agrees to pay Contractor a maximum sum of **\$50,000.00**.

(b) Upon receipt and approval of Contractor's invoice delineating projected expenditures for the first six months of the contracting period. Upon receipt and approval of said invoice, County shall pay Contractor the first six months of compensation provided for by this Agreement. The Contractor shall provide Fulton County with a second invoice delineating projected expenditures for the remaining six months of the Agreement Term. Upon receipt and approval of said invoice, Fulton County shall pay Contractor the second six months of compensation provided by this Agreement. **A failure by Contractor to submit the invoice for the first and/ or second six months of the contracting period will constitute a breach of this Agreement.**

(c) If through any cause, Contractor shall fail to fulfill its obligation under this Agreement in a timely and proper fashion or in the event that any of the provision or stipulations of this Agreement are violated by Contractor, Fulton County shall thereupon have the right to immediately suspend or terminate this Agreement by serving written notice as defined herein upon Contractor of Fulton County's intent to suspend or terminate this Agreement. If the Agreement is terminated pursuant to this paragraph, Contractor shall be exclusively limited to receiving only the compensation for work performed in a manner satisfactory to Fulton County up to and including the date of the written termination notice.

(d) The Contractor agrees and understands that all expenditures must be consistent with the scope and purpose of this Agreement, and expenditures must be consistent with the guidelines and definitions established in the **Veterans Services Program Request for Proposal ("RFP") 23RFP021323C-MH**, which is hereby incorporated by reference herein and made a part of this agreement. The County reserves the right to approve and reject payment for expenditures which are not consistent with the scope and purpose of this Agreement, and which the County determines are not consistent with the guidelines and definitions established in the Veterans Services Program RFP.

(e) The Contractor agrees and understands that Fulton County has the right to recover funds from Contractor for compensation received, pursuant to subsection (b) above if Contractor fails to perform the services outlined in Article II or does not perform such services to the satisfaction of Fulton County.

ARTICLE IV - RECORD KEEPING

(a) Contractor shall maintain accurate records of the expenditure and disposition of funds, and such records must be in accordance with good accounting practices, and made available for inspection and audit by Fulton County at a time mutually agreeable to parties and upon thirty (30) days' notice to contractor.

(b) All reports and communications, with supportive documentation consistent with contract provisions outlined in Article II, must be provided to Fulton County, in accordance with Article IV.

(c) A performance report, with supportive documentation consistent with provisions of the Agreement outlined in Article II, must be provided to Fulton County no later than **July 28, 2023, for the period January 1, 2023-June 30, 2023; and January 12, 2024, for the period July 1, 2023-December 31, 2023.**

(d) Contractor shall be responsible for sending staff representation to mandatory meetings that will be sponsored by the Fulton County Department of Community Development. Contractor will be notified in advance of said meetings.

(e) All notices, program reports and other communications required to be given under this Contract shall be sufficient if in writing and either delivered via e-mail, personally or sent by postage, prepaid, certified or registered United States mail, return receipt requested, or e-mail addressed as follows:

To Fulton County:

**Youth and Community Services Division
Veterans Services Program
c/o: Grants Administration
hsd.grants@fultoncountyga.gov
137 Peachtree Street, SW
Atlanta, Georgia 30303**

To Contractor:

**Pianos For Peace
1795 Peachtree Road NE
Atlanta, Georgia 30309**

The Parties may only modify or update the above-referenced addresses during the term of this Agreement by providing formal notice to the other party of such a change pursuant to the terms of this provision.

(f) Contractor understands and agrees that, upon Fulton County's determination that Contractor is not or has not been in substantial compliance with any term of this Agreement with respect to the performance and provision of services at any single delivery site, Fulton County shall thereupon have the right to immediately suspend or terminate this Agreement upon written notice to Contractor. Contractor further understands and agrees that if Fulton County determines that Contractor is not or has not been in substantial compliance with any term of this Agreement with respect to the performance and provision of services at any single delivery site, Fulton County may request, and the Contractor shall provide, any and all additional reports, records or documentation Fulton County deems necessary to evaluate, assess and/or measure Contractor's overall level of performance under this Agreement, including Contractor's performance at other delivery sites.

ARTICLE V - INDEMNIFICATION

Contractor hereby covenants and agrees to indemnify and hold harmless Fulton County, its Commissioners, officers, and employees from all claims, losses, liabilities, damages, deficiencies, demands, judgments, or costs (including without limitation reasonable attorney's fees and legal expenses) suffered or occurred by such party, whether arising in tort, contract, strict liability or otherwise, including without limitation, personal injury, wrongful death or property damage arising in any way from the actions or omissions of Contractor, its directors, officers, employees, agents, successors and assigns in connection with its acceptance, or the performance, or nonperformance of its obligations under this Agreement; provided, however, that nothing herein shall be construed to preclude the Contractor from bringing suit against the County for breach of the terms of this Agreement.

**ARTICLE VI – TERMINATION OF AGREEMENT FOR COUNTY’S CONVENIENCE AND
FOR CAUSE**

(a) This Agreement is effective on **January 1, 2023**, and shall terminate on **December 31, 2023**, unless earlier terminated in accordance with the provisions of this Agreement. Notwithstanding termination of the Agreement, Contractor is obligated to fulfill all of its obligations, including its reporting requirements.

(b) Notwithstanding the above provisions, Fulton County may terminate this Agreement for convenience, or Fulton County or the Contractor may terminate this Agreement at any time for any reason by giving written notice of the intent to terminate the Agreement thirty (30) days in advance, by certified mail, return receipt requested, with proper postage prepaid, or by hand delivery, to the other party at the physical address provided herein for notice. The termination shall become effective on the thirtieth (30th) day after the date of such written notice unless the parties otherwise agree in writing. If this Agreement is terminated pursuant to this paragraph, Contractor shall be exclusively limited to receiving compensation for the work satisfactorily performed up to and including the effective date of termination.

(c) Fulton County shall have the right to suspend immediately Contractor’s performance hereunder on an emergency basis whenever necessary, in the opinion of Fulton County, to avert a life threatening situation or other sufficiently serious risk.

(d) In the event that this agreement is terminated by Fulton County or Contractor, following the Fulton County’s determination that Contractor is not or has not been in substantial compliance with any provision of this agreement, Contractor agrees that Fulton County shall have the right to request repayment in full of all compensation paid to Contractor pursuant to Article III of this agreement. If Fulton County exercises its right under this subsection, Contractor agrees to and shall repay Fulton County all compensation paid to Contractor pursuant to Article III of this Agreement.

(e) In the event that this agreement is terminated by Fulton County or Contractor, following the Fulton County’s determination that Contractor is not or has not been in substantial compliance with any

provision of this agreement, Contractor agrees that Fulton County shall have the right to terminate this Agreement between Fulton County and Contractor without penalty. Contractor acknowledges and agrees that Fulton County's right to terminate includes, but is not limited to, the right to withhold any and all future compensation due to Contractor pursuant to the terms of any and all other agreements between Fulton County and Contractor.

(f) In the event that this Agreement is terminated by Fulton County or Contractor, following Fulton County's determination that Contractor is not or has not been in substantial compliance with any provision of this Agreement, Contractor agrees that it shall not be eligible to either enter or to apply to enter into future contracts with Fulton County until it has addressed any and all areas of deficiency or non-compliance to Fulton County's satisfaction.

ARTICLE VII - INDEPENDENT CONTRACTOR STATUS

(a) Nothing contained herein shall be deemed to create any relationship other than that of an independent contractor between Fulton County and Contractor. Under no circumstances shall Contractor, its directors, officers, employees, agents, successors or assigns be deemed employees, agents, partners, successors, assigns or legal representatives of Fulton County.

(b) Contractor acknowledges that **Pianos For Peace**, its directors, officers, employees, agents and assigns shall have no right of redress pursuant to the Personnel Rules and Regulations of Fulton County.

(c) The Contractor 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 Contractor 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 Contractor shall maintain records pertaining to such taxes as well as payment thereof and shall make the same available to Fulton County at all reasonable times for inspection and copying. The Contractor shall apply for any and all tax exemptions which may be applicable and shall timely request from Fulton County such documents and information as may be necessary to obtain

such tax exemptions. Fulton County shall have no liability to the Contractor for payment of any tax from which it is exempt.

ARTICLE VIII - INSURANCE

Contractor agrees to obtain, maintain and furnish to Fulton County, a Certificate of Insurance (COI) showing the required coverage during the entire term of this Agreement. All insurance limits are listed in the “Insurance and Risk Management Provisions” document, Attachment “A”, with Fulton County, Georgia added as an “Additional Insured”. 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 IX – AMENDMENTS AND MODIFICATIONS TO CONTRACT

(a) This Agreement constitutes the entire agreement between Fulton County and Contractor, and there are no further written or oral agreements with respect thereto, no variations, amendments or modifications of this Agreement, and no waiver of its provisions, shall be valid unless in writing and signed by Fulton County’s and Contractor’s duly authorized representatives and entered into on the minutes of the Fulton County Board of Commissioners meeting.

(b) Modifications or amendments which require a change in compensation level must be approved by the Fulton County Board of Commissioners and Contractor; other modifications, amendments or variations may be agreed to in writing, between the Contractor and the Contract Administrator when the amount of this Agreement and its Term remain unchanged.

ARTICLE X - SUBCONTRACTING

Contractor 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 Fulton County.

ARTICLE XI - ASSIGNABILITY

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

ARTICLE XII - SEVERABILITY OF TERMS

If any part or provision of this Agreement is held invalid the remainder of this Agreement shall not be affected thereby and shall continue in full and effect.

ARTICLE XIII – PRECEDENCE OF AGREEMENT

In the event that any language in the Department of Community Development's Veterans Services Program RFP is in conflict with the language in this Agreement, this Agreement shall take precedence.

ARTICLE XIV - EQUAL EMPLOYMENT OPPORTUNITY

In accordance with Fulton County Code Sections 102-391 (Equal Opportunity Clause) and 154-3 (Policy of Equal Opportunity): (a): During the performance of this Agreement, the Contractor agrees as follows:

(1) The Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, national origin, or disability. As used herein, the words "shall not discriminate" shall mean and include without limitations the following:

Recruited, whether by advertising or other means; compensated, whether in the form of rates of pay, or other forms of compensation; selected for training, including apprenticeship; promoted; upgraded; demoted, downgraded; transferred; laid off; and terminated.

The Contractor agrees to and shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause.

(2) The Contractor shall in solicitation or advertisement for employees, placed by or on behalf of the Contractor; state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, sexual orientation, national origin, or disability.

(3) The Contractor shall send to each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or workers' representative of the Contractor's commitments under the Equal Opportunity Program of Fulton County and under this Article, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Contractor and its subcontractors, if any, shall file Compliance Reports at reasonable times and intervals with Fulton County in the form and to the extent prescribed by the director. Compliance Reports filed at such times as directed shall contain information as to the employment practices, policies, programs and statistics of the Contractor and its subcontractors.

(5) The Contractor shall include the provisions of paragraphs (1) through (5) of this equal employment opportunity clause and every subcontractor purchase order so that such provision shall be binding upon each subcontractor.

ARTICLE XV - CAPTIONS

The captions are inserted herein only as a matter of convenience and for reference and in no way define, limit, or describe the scope of this Agreement or the intent of the provisions thereof.

ARTICLE XVI - GOVERNING LAW

This Agreement shall be governed in all respects, as to validity, construction, capacity, and performance or otherwise, by the laws of the State of Georgia.

ARTICLE XVII - 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.

[SIGNATURES ON FOLLOWING PAGE]

Attachment A

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:

CONTRACTOR:

FULTON COUNTY, GEORGIA

VENDOR NAME **Pianos For Peace, Inc.**

DocuSigned by:
Robert L. Pitts
BA715B1A26544E7
Robert L. Pitts, Chairman
Fulton County Board of Commissioners

DocuSigned by: *Malek Jandali*
Name of Signatory: **Malek Jandali**
Title of Signatory: **Executive Director**
B03E013DBA76415...
Authorized Signature

Please select Attest OR Notary from the checkbox

Attest Notary

ATTEST:

ATTEST:

DocuSigned by:
Tonya R. Grier
EEC476C4837648D...
Tonya R. Grier
Clerk to the Commission

DocuSigned by: *Michael D. Hobbs*
2nd Signatory Name: **Michael D. Hobbs**
2nd Signatory Title: **Secretary**
EC99C044AE594BE...

Second Authorized Signature

DocuSigned by:

(Affix County Seal)



(Affix Corporate Seal)



APPROVED AS TO FORM:

ATTEST:

DocuSigned by:
David Lowman
0EC92EDADEFB4B8...
Office of the County Attorney

Notary Public

APPROVED AS TO CONTENT:

County: _____

DocuSigned by:
Stanley Wilson
5E4D76DFB4A0450...
Stanley Wilson, Director
Fulton County Department of
Community Development

Commission Expires: _____

(Affix Notary Seal)

Please select RCS or RM from the checkbox

RCS

RM

ITEM#: 2023-0351	RCS: 5/17/2023	ITEM#: _____	RM: _____
RECESS MEETING		REGULAR MEETING	

STATE OF GEORGIA

COUNTY OF FULTON

FORM F: 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]** Piano's for Peace, Inc. 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.

1294569

EEV/Basic Pilot Program* User Identification Number

[Signature]

BY: Authorized Officer of Agent
(Insert Contractor Name)

Executive Director

Title of Authorized Officer or Agent of Contractor

MALEK JANDACI

Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this 10th day of March, 2023.

Notary Public: [Signature]

County: Forsyth

Commission Expires: 11/27/26



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.

²[Any 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].

STATE OF GEORGIA

COUNTY OF FULTON

FORM G: 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 services³ under a contract with **[insert name of prime contractor]** Piano's for Peace, Inc. behalf of Fulton County **Government** has registered with and is participating in a federal work authorization program*,⁴ in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

1294568

EEV/Basic Pilot Program* User Identification Number

[Signature]

BY: Authorized Officer of Agent
(Insert Subcontractor Name)

Executive Director

Title of Authorized Officer or Agent of Subcontractor

MACEK JANDACI

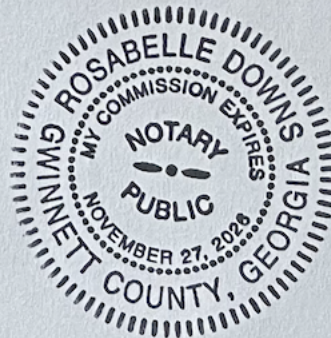
Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this 10th day of March, 2023

Notary Public: [Signature]

County: Forsyth

Commission Expires: 11/27/26



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.

⁴[Any 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].



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/23/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hamby & Aloisio Inc. 53 Perimeter Center East #400 Atlanta GA 30346	CONTACT NAME: Judith Davis, CISR, CPSR PHONE (A/C, No, Ext): (770) 551-3270 FAX (A/C, No): (770) 551-3289 E-MAIL ADDRESS: judith@hains.com <table style="width: 100%; border: none;"> <tr> <td style="text-align: center; border: none;">INSURER(S) AFFORDING COVERAGE</td> <td style="text-align: center; border: none;">NAIC #</td> </tr> <tr> <td style="border: none;">INSURER A: Alliance of Nonprofits for Ins.</td> <td style="border: none;">10023</td> </tr> <tr> <td style="border: none;">INSURER B:</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER C:</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER D:</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER E:</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER F:</td> <td style="border: none;"></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Alliance of Nonprofits for Ins.	10023	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER D:															
INSURER E:															
INSURER F:															
INSURED Pianos for Peace, Inc. 1795 Peachtree St. NE Suite 200 Atlanta GA 30309															

COVERAGES

CERTIFICATE NUMBER: 2022-2023

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			2022-48619	09/01/2022	09/01/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Accidental \$ 50,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			2022-48619	09/01/2022	09/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Directors and Officers Liability			2022-48619	09/01/2022	09/01/2023	Limit \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Fulton County Government is Additional Insured for General Liability.

CERTIFICATE HOLDER**CANCELLATION**

Fulton County Government 141 Pryor St SW Atlanta GA 30303-3408	<p style="text-align: center;">SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <hr/> AUTHORIZED REPRESENTATIVE <div style="text-align: right; margin-top: 10px;"> </div>
--	--

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**FULTON
COUNTY**

CONTRACT DOCUMENTS

FOR

REQUEST FOR PROPOSAL 23RFP021323C-MH

2023 VETERANS SERVICES PROGRAM

FOR

YOUTH AND COMMUNITY SERVICES DIVISION

OF

FULTON COUNTY, GEORGIA

CONTRACT AGREEMENT

THIS AGREEMENT (“Agreement”), entered into this **1st day of January 2023**, by and between **FULTON COUNTY**, Georgia (hereinafter referred to as “Fulton County” or “County”), a political subdivision of the State of Georgia, acting by and through its Community Development Department’s Youth and Community Services Division (“YCS”), and **Feeding GA Families Incorporated** (hereinafter referred to as “Contractor”), a corporation organized as a nonprofit, tax exempt 501(c) (3) agency, authorized to conduct business within the state of Georgia (hereinafter collectively referred to as the “Parties”).

WITNESSETH

WHEREAS, as part of its official functions, Fulton County is authorized to exercise the power of taxation pursuant to Art. IX, Section IV., Par. I of the Constitution of the State of Georgia of 1983, and to expend such funds raised by the exercise of said powers for public purposes as declared in Art. IX, Section IV., Par. II of the Constitution; and

WHEREAS, Contractor has in its employ personnel, and under its supervision, facilities and resources by which it can render to Fulton County and the citizens thereof certain services authorized by the aforementioned Constitutional provision; and

WHEREAS, Contractor has agreed to render services to the citizens of Fulton County, and the County has appropriated funds for those services; and

WHEREAS, the parties desire to execute a formal agreement for the services to be rendered by Contractor, and said services shall be defined, and consideration to be paid for such services by Fulton County for the successful performance of the services, and shall be enumerated.

The Agreement was approved by the Fulton County Board of Commissioners on **May 17, 2023, BOC#23-0351**.

NOW, THEREFORE, in consideration of the premises, payment of the sum hereinafter set forth and the performance of the services described herein, it is mutually agreed as follows:

INDEX OF ARTICLES

- ARTICLE 1. PARTIES AND TERM
- ARTICLE 2. SCOPE OF CONTRACTOR'S DUTIES
- ARTICLE 3. COMPENSATION FOR SERVICES
- ARTICLE 4. RECORD KEEPING
- ARTICLE 5. INDEMNIFICATION
- ARTICLE 6. TERMINATION OF AGREEMENT FOR CAUSE
- ARTICLE 7. INDEPENDENT CONTRACTOR STATUS
- ARTICLE 8. INSURANCE
- ARTICLE 9. AMENDMENTS AND MODIFICATIONS TO AGREEMENT
- ARTICLE 10. SUBCONTRACTING
- ARTICLE 11. ASSIGNABILITY
- ARTICLE 12. SEVERABILITY OF TERMS
- ARTICLE 13. PRECEDENCE OF AGREEMENT
- ARTICLE 14. EQUAL EMPLOYMENT OPPORTUNITY
- ARTICLE 15. CAPTIONS
- ARTICLE 16. GOVERNING LAW
- ARTICLE 17. JURISDICTION

ARTICLE I - PARTIES AND TERM:

(a) Fulton County, through its YCS, retains Contractor, and Contractor accepts retention by Fulton County to render the services as hereinafter defined and required; to perform such services in a manner and to the extent required by the parties herein; and as may be hereafter amended or extended in writing by mutual agreement of the parties.

(b) The Chairperson of the Board of Directors for the Contractor or authorized representative (hereinafter “Board Chair”) represents that she/he is authorized to bind and enter into contracts on behalf of Contractor, including this Agreement.

(c) Nothing contained in this Agreement shall be constructed to be a waiver of Fulton County’s sovereign immunity or any individual’s official or qualified good faith immunity.

(d) This Agreement will remain in effect from **January 1, 2023**, until midnight **December 31, 2023**.

(e) Fulton County shall have the right to suspend immediately Contractor’s performance hereunder on an emergency basis under this Agreement whenever necessary, in the sole opinion of Fulton County, to avert a life threatening situation or other sufficiently serious deficiency.

ARTICLE II - SCOPE OF CONTRACTOR’S DUTIES:

Upon execution of this Agreement, the Contractor will provide the following services for Fulton County:

SCOPE OF WORK:

Veterans Services Program (VSP)

VSP Service Category: Homeless and Housing

VSP Funding Priority(ies):

Homelessness: Homelessness and Housing Veterans Homelessness|Homelessness and Housing Veterans Transitional Assistance

Feeding GA Families Incorporated, Operation DOYEN will provide services at the following locations at specified times during the contract period of **01/01/2023** through **12/31/2023**:

Service Delivery Site(s):

YCS Staff paste Service delivery site(s) from WebGrants (Q.9):

Name of Program Site:	Program Location (complete physical address):	Program City	Program State	Program Zip code	Fulton County District of the program (Facility) location:	District(s) of Fulton County Residents Served by the program (facility) location:
Operation DOYEN	2514 W Point Ave	Atlanta	GA	30337	5	1, 2, 3, 4, 5, 6

Approach and Design:

Feeding GA Families Incorporated, Operation DOYEN will provide services to **250** clients that reside in Fulton County, with VSP funding.

Feeding GA Families Incorporated, Operation DOYEN will provide the following activities and services in Fulton County with VSP funding:

From canvassing and outreach, we'll work with the unhoused and those about to experience homeless to rapidly rehouse or prevent homelessness. We will do this through temporary and permanent housing placements, assistance with rental and mortgage payments, assisting with finding more affordable housing options, and treating substance and mental health through health company partnerships and inpatient residential services. We will tie in Food and Basic Resources Assistance to cover the three areas of wellbeing: food, housing, and services. `Health and Human Services` Key Performance Indicator(s):Percentage experiencing food insecurity (tracking with Oasis)Resident access to home and community based services for seniors and the disabled (program through City of South Fulton, residential repair services, etc.).Total number of people who receive Permanent Supportive Housing and Services (track through HIM). CSP funding priorities (specific activities/services):Homeless Street Outreach - provide food, hygiene, and care items to unhoused individuals.Rapid Rehousing -- Utilizing key partnerships to quickly get people and families into housing.Permanent Supportive Housing -- Utilizing split pad and long term shared housing partnerships to place chronically unhoused individuals into permanent housing.Transitional Housing -- This includes finding inpatient residential treatment programs for substance and mental health treatment. Community Collaborative Relationships: We partner with health care providers to provide health and wellness checks and vaccinations and dental and vision checks. Eg. BCC North, HumanaWe also partner with other nonprofit organizations to provide food and hygiene products as needed for each individual/household. Eg. Jencare, AnthemAnd, we partner with other organizations that provide educational and career readiness opportunities. Eg. Frontline Housing (book buddies program), Clayton County schools, Creekside High School.

Designation of VSP Funds:

Based on the awarded amount of **\$50,000.00**, the VSP funds are designated according to the following cost categories: Administrative, Operational, and Direct Services.

- **Administrative Expenses-** VSP Funds that are spent on Executive/Management Staff and Administrative Support Staff salaries, salary fringe and benefits ONLY. (Note: Not more than 5% of grant award can be used for administrative costs. Includes direct and indirect charges for administration of the grant)
- **Operational Expenditures-** VSP funds used to conduct agency/ organizational functions that are secondary to program service delivery such as: office/warehouse lease or mortgage expenses, office supplies (pens, toner, paper, etc.), agency's utility expenses, staff transportation expenses, marketing/catalogues, etc.
- **Direct Service Expenditures-** VSP funds utilized to provide services directly to agency/program participants such as payments made on behalf of participants for rent, utilities, food, shelter, transportation (rentals, gas, and parking, bus drivers, participant's public transportation costs, etc.) , scholarships and day care vouchers, salaries and fringe benefits for direct service personnel (Case Managers, Educators, Subcontractors, etc.), program supplies (educational/instructional materials, paper, pencils, markers, etc.) directly consumed by participants. Program materials that may be pertinent to the scope of services of a funded program and that aid in contractor meeting contracted program outcomes are included in this definition (i.e. children's story books, educational games, puzzles, and flash cards).

The maximum amount of VSP funds allowed for administrative purposes (executive staff salaries and benefits only) is 5% of funds awarded. Throughout the contract period, program expenditures will be monitored (via performance reports) to ensure that funding is utilized as contracted.

YCS Staff paste designation of funding request chart from WebGrants (Q.8)

Cost Category	Designation of VSP Funding Award	Detailed Explanation of how the Funding Award will be Expended
Administrative (5% Admin max of funds awarded.)	\$2,500.00	Support Staff Salaries
Operational	\$25,000.00	Office/warehouse lease, office supplies, utility expenses, staff transportation expenses, marketing expenses
Direct Services	\$22,500.00	Payments made on behalf of participants for rent, utilities, food, shelter, transportation, salaries for direct service personnel, program supplies, and program materials
Totals	\$50,000.00	

Additional Explanation of Funding Details:

I. Administrative - Support staff salaries:

Staff hours to transport clients to/from housing and to provide direct services to client families/households.

=====

\$2500

II. Operational - Office/warehouse lease, office supplies, utility expenses, staff transportation expenses, marketing expenses:

Office/warehouse lease (1/2 year) = \$15000 *utilize wrap around services (health care providers, food, basic necessities, etc.).

Utilities (1/2 year) = \$8400 (electric, trash services, storage, internet, etc.)

Office Supplies = \$500 (pens, papers, web application software, etc.)

Staff Transportation = \$600 (Cost to help transport families' belongings to temporary or permanent housing).

Marketing Expenses = \$500 (program announcement and dissemination within South Fulton County).

=====

\$25000

III. Direct Services (10 families/households) - Payments made on behalf of participants for rent, utilities, food, shelter, transportation, salaries for direct service personnel, program supplies, and program materials:

We plan on making direct payments on average of \$2250 per family served (20 households minimum).

Depending on the final expenses for each family, we may serve additional families (up to 40 households in total). Can consist of first, last, and security deposit (or any combination thereof) on permanent housing, temporary hotel stays while awaiting placement in permanent housing or treatment facilities, etc.

=====

\$22,500

Program Performance Measures:

Feeding GA Families Incorporated agrees to track and report program performance to the Fulton County Department of Community Development.

County Defined Performance Measure(s):

Homelessness: Homelessness Number of potential instances of homelessness prevented|Homelessness Number of individuals assisted through rapid re-housing|Homelessness Number of individuals placed in Transitional Housing|Homelessness Number of individuals placed in Permanent Supportive Housing

The following program measures/ Key Performance Indicators (“KPI’s”) will be utilized to track and report program outcomes for the Fulton County residents supported with VSP funding, during the funding period (January 1, 2023-December 31, 2023):

Homelessness County defined performance measures that we will track include:- Number of individuals assisted through rapid re-housing -- Goal is to assist 50 individuals with rapid re-housing.- Number of individuals placed in Transitional Housing -- Goal is to assist 100 individuals with Transitional Housing.- Number of individuals placed in Permanent Supportive Housing -- Goal is to assist 100 individuals with Permanent Supportive Housing.- Number of community engagements to increase community awareness/prevention -- Goal is to host a minimum of 1 community awareness/prevention engagements within one year. We will utilize a CRM/database to calculate the total number of individuals served and in what capacity. We will utilize partnerships with other homeless organizations to find quick placement. In addition, we'll utilize split pad style and alternative housing options to rapidly rehome those currently experiencing homeless. A key part to this will be to have clients assist with reaching out to family and friends that can allow them temporary or permanent housing, then moving into other areas of housing if that is not possible.


Agency Defined Performance Measure(s):

ADDITIONAL REQUIREMENTS

Failure to adhere to the terms of this Agreement, in addition to the requirements listed below, may result in one or all of the following; delayed disbursement or total loss of awarded funds, and / or ineligibility to receive an RFP award during the next funding cycle.

1. Contractor agrees to develop, in conjunction with Fulton County, a process of accepting and serving Fulton County residents referred by the Youth and Community Services Division of Fulton County Government.
2. As consideration for the County providing funding and the non-profit entity accepting same, the non-profit entity shall, upon the County's request, participate in County-sponsored events and activities on County property, when feasible. The non-profit agency shall use its best efforts to comply with the County's request provided that it is given at least one week's notice to do so. Failure to participate will be taken into consideration for future funding requested by the non-profit entity.
3. Contractor agrees to allow staff from the Fulton County Department of Community Development to conduct contract compliance site visits as necessary (announced or unannounced).
4. During the site visit, Contractor will be required to allow staff to monitor programming, as well as review client rosters / sign-in sheets and/ or Registration information that should include complete addresses of Fulton County residents served by this funding.
5. Contractor agrees to comply with the Operational Specifications outlined in the 2023 Veterans Services Program RFP 23RFP021323C-MH
6. Contractor agrees that advertising, promotions and other publicity in connection with the supported program(s) shall include the following acknowledgement: **“Funding provided in part by the Fulton County Board of Commissioners under the guidance of the Department of Community Development.”**

Note: If your agency uses logos versus text, you may substitute the language above with the Fulton

County Logo 

Reporting

It is the Contractor's responsibility to ensure accurate reporting of all information contained in the performance reports. Reports and supportive documentation that consistently include erroneous/inaccurate data may result in a required reimbursement of funding and/or may negatively impact future funding.

6. Contractor will be required to submit completed performance reports (with deadlines of July 28, 2023, and January 12, 2024) to adhere to the requirements outlined in the Performance Report Instructions, as well as the format provided by the Fulton County Department of Community Development. Future funding will be affected if performance reports are not submitted by stipulated due dates.
7. Contractor will be required to provide demographic information concerning the Fulton County residents served, including, but not limited to age, race/ethnicity and gender.
8. Contractor will be required to report the number of UNDUPLICATED/NEW participants directly served through the Veterans Services Program funding. **Please note:** Failure to serve the total number of participants contracted to be served with VSP funding may result in reimbursement of VSP funding to Fulton County. Failure to reimburse the funding requested will result in the ineligibility to receive future funding.
9. Contractor will be required to submit unduplicated client rosters in a spreadsheet format that includes the complete residential addresses of the Fulton County residents served with VSP funding, and

LEDGERS demonstrating how Veterans Services Program funds were expended for the specified reporting period.

Expenditure of Funds

10. Contractor is prohibited from utilizing VSP funds for capital expenditures. (A “capital expenditure” is defined as: any resource not completely consumed during the contract year, i.e. computers, printers, construction, vehicles, cell phones, etc.) Program materials that may be pertinent to the scope of services of a funded program and that aid in contractor meeting contracted program outcomes are excluded from the definition of “capital expenditure” (e.g., children's story books, educational materials, games, puzzles, and flash cards).

11. Veterans Services Program funds must be expended by December 31, 2023. All funds that are not spent by this date must be reimbursed to Fulton County Government within 30 days of written request. A Contractor’s failure to adhere to this requirement will result in one or more of the following: inability to receive future funding from Fulton County, and/or legal action against the agency to recoup funding that are not reimbursed by the deadline.

ARTICLE III - COMPENSATION FOR SERVICES

(a) Fulton County agrees to pay Contractor a maximum sum of **\$50,000.00**.

(b) Upon receipt and approval of Contractor's invoice delineating projected expenditures for the first six months of the contracting period. Upon receipt and approval of said invoice, County shall pay Contractor the first six months of compensation provided for by this Agreement. The Contractor shall provide Fulton County with a second invoice delineating projected expenditures for the remaining six months of the Agreement Term. Upon receipt and approval of said invoice, Fulton County shall pay Contractor the second six months of compensation provided by this Agreement. **A failure by Contractor to submit the invoice for the first and/ or second six months of the contracting period will constitute a breach of this Agreement.**

(c) If through any cause, Contractor shall fail to fulfill its obligation under this Agreement in a timely and proper fashion or in the event that any of the provision or stipulations of this Agreement are violated by Contractor, Fulton County shall thereupon have the right to immediately suspend or terminate this Agreement by serving written notice as defined herein upon Contractor of Fulton County's intent to suspend or terminate this Agreement. If the Agreement is terminated pursuant to this paragraph, Contractor shall be exclusively limited to receiving only the compensation for work performed in a manner satisfactory to Fulton County up to and including the date of the written termination notice.

(d) The Contractor agrees and understands that all expenditures must be consistent with the scope and purpose of this Agreement, and expenditures must be consistent with the guidelines and definitions established in the **Veterans Services Program Request for Proposal ("RFP") 23RFP021323C-MH**, which is hereby incorporated by reference herein and made a part of this agreement. The County reserves the right to approve and reject payment for expenditures which are not consistent with the scope and purpose of this Agreement, and which the County determines are not consistent with the guidelines and definitions established in the Veterans Services Program RFP.

(e) The Contractor agrees and understands that Fulton County has the right to recover funds from Contractor for compensation received, pursuant to subsection (b) above if Contractor fails to perform the services outlined in Article II or does not perform such services to the satisfaction of Fulton County.

ARTICLE IV - RECORD KEEPING

(a) Contractor shall maintain accurate records of the expenditure and disposition of funds, and such records must be in accordance with good accounting practices, and made available for inspection and audit by Fulton County at a time mutually agreeable to parties and upon thirty (30) days' notice to contractor.

(b) All reports and communications, with supportive documentation consistent with contract provisions outlined in Article II, must be provided to Fulton County, in accordance with Article IV.

(c) A performance report, with supportive documentation consistent with provisions of the Agreement outlined in Article II, must be provided to Fulton County no later than **July 28, 2023, for the period January 1, 2023-June 30, 2023; and January 12, 2024, for the period July 1, 2023-December 31, 2023.**

(d) Contractor shall be responsible for sending staff representation to mandatory meetings that will be sponsored by the Fulton County Department of Community Development. Contractor will be notified in advance of said meetings.

(e) All notices, program reports and other communications required to be given under this Contract shall be sufficient if in writing and either delivered via e-mail, personally or sent by postage, prepaid, certified or registered United States mail, return receipt requested, or e-mail addressed as follows:

To Fulton County:

**Youth and Community Services Division
Veterans Services Program
c/o: Grants Administration
hsd.grants@fultoncountyga.gov
137 Peachtree Street, SW
Atlanta, Georgia 30303**

To Contractor:

**Feeding GA Families Incorporated
75 Washington St
Fairburn, Georgia 30213**

The Parties may only modify or update the above-referenced addresses during the term of this Agreement by providing formal notice to the other party of such a change pursuant to the terms of this provision.

(f) Contractor understands and agrees that, upon Fulton County's determination that Contractor is not or has not been in substantial compliance with any term of this Agreement with respect to the performance and provision of services at any single delivery site, Fulton County shall thereupon have the right to immediately suspend or terminate this Agreement upon written notice to Contractor. Contractor further understands and agrees that if Fulton County determines that Contractor is not or has not been in substantial compliance with any term of this Agreement with respect to the performance and provision of services at any single delivery site, Fulton County may request, and the Contractor shall provide, any and all additional reports, records or documentation Fulton County deems necessary to evaluate, assess and/or measure Contractor's overall level of performance under this Agreement, including Contractor's performance at other delivery sites.

ARTICLE V - INDEMNIFICATION

Contractor hereby covenants and agrees to indemnify and hold harmless Fulton County, its Commissioners, officers, and employees from all claims, losses, liabilities, damages, deficiencies, demands, judgments, or costs (including without limitation reasonable attorney's fees and legal expenses) suffered or occurred by such party, whether arising in tort, contract, strict liability or otherwise, including without limitation, personal injury, wrongful death or property damage arising in any way from the actions or omissions of Contractor, its directors, officers, employees, agents, successors and assigns in connection with its acceptance, or the performance, or nonperformance of its obligations under this Agreement; provided, however, that nothing herein shall be construed to preclude the Contractor from bringing suit against the County for breach of the terms of this Agreement.

**ARTICLE VI – TERMINATION OF AGREEMENT FOR COUNTY’S CONVENIENCE AND
FOR CAUSE**

(a) This Agreement is effective on **January 1, 2023**, and shall terminate on **December 31, 2023**, unless earlier terminated in accordance with the provisions of this Agreement. Notwithstanding termination of the Agreement, Contractor is obligated to fulfill all of its obligations, including its reporting requirements.

(b) Notwithstanding the above provisions, Fulton County may terminate this Agreement for convenience, or Fulton County or the Contractor may terminate this Agreement at any time for any reason by giving written notice of the intent to terminate the Agreement thirty (30) days in advance, by certified mail, return receipt requested, with proper postage prepaid, or by hand delivery, to the other party at the physical address provided herein for notice. The termination shall become effective on the thirtieth (30th) day after the date of such written notice unless the parties otherwise agree in writing. If this Agreement is terminated pursuant to this paragraph, Contractor shall be exclusively limited to receiving compensation for the work satisfactorily performed up to and including the effective date of termination.

(c) Fulton County shall have the right to suspend immediately Contractor’s performance hereunder on an emergency basis whenever necessary, in the opinion of Fulton County, to avert a life threatening situation or other sufficiently serious risk.

(d) In the event that this agreement is terminated by Fulton County or Contractor, following the Fulton County’s determination that Contractor is not or has not been in substantial compliance with any provision of this agreement, Contractor agrees that Fulton County shall have the right to request repayment in full of all compensation paid to Contractor pursuant to Article III of this agreement. If Fulton County exercises its right under this subsection, Contractor agrees to and shall repay Fulton County all compensation paid to Contractor pursuant to Article III of this Agreement.

(e) In the event that this agreement is terminated by Fulton County or Contractor, following the Fulton County’s determination that Contractor is not or has not been in substantial compliance with any

provision of this agreement, Contractor agrees that Fulton County shall have the right to terminate this Agreement between Fulton County and Contractor without penalty. Contractor acknowledges and agrees that Fulton County's right to terminate includes, but is not limited to, the right to withhold any and all future compensation due to Contractor pursuant to the terms of any and all other agreements between Fulton County and Contractor.

(f) In the event that this Agreement is terminated by Fulton County or Contractor, following Fulton County's determination that Contractor is not or has not been in substantial compliance with any provision of this Agreement, Contractor agrees that it shall not be eligible to either enter or to apply to enter into future contracts with Fulton County until it has addressed any and all areas of deficiency or non-compliance to Fulton County's satisfaction.

ARTICLE VII - INDEPENDENT CONTRACTOR STATUS

(a) Nothing contained herein shall be deemed to create any relationship other than that of an independent contractor between Fulton County and Contractor. Under no circumstances shall Contractor, its directors, officers, employees, agents, successors or assigns be deemed employees, agents, partners, successors, assigns or legal representatives of Fulton County.

(b) Contractor acknowledges that **Feeding GA Families Incorporated**, its directors, officers, employees, agents and assigns shall have no right of redress pursuant to the Personnel Rules and Regulations of Fulton County.

(c) The Contractor 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 Contractor 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 Contractor shall maintain records pertaining to such taxes as well as payment thereof and shall make the same available to Fulton County at all reasonable times for inspection and copying. The Contractor shall apply for any and all tax exemptions which may be applicable

and shall timely request from Fulton County such documents and information as may be necessary to obtain such tax exemptions. Fulton County shall have no liability to the Contractor for payment of any tax from which it is exempt.

ARTICLE VIII - INSURANCE

Contractor agrees to obtain, maintain and furnish to Fulton County, a Certificate of Insurance (COI) showing the required coverage during the entire term of this Agreement. All insurance limits are listed in the “Insurance and Risk Management Provisions” document, Attachment “A”, with Fulton County, Georgia added as an “Additional Insured”. 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 IX – AMENDMENTS AND MODIFICATIONS TO CONTRACT

(a) This Agreement constitutes the entire agreement between Fulton County and Contractor, and there are no further written or oral agreements with respect thereto, no variations, amendments or modifications of this Agreement, and no waiver of its provisions, shall be valid unless in writing and signed by Fulton County’s and Contractor’s duly authorized representatives and entered into on the minutes of the Fulton County Board of Commissioners meeting.

(b) Modifications or amendments which require a change in compensation level must be approved by the Fulton County Board of Commissioners and Contractor; other modifications, amendments or variations may be agreed to in writing, between the Contractor and the Contract Administrator when the amount of this Agreement and its Term remain unchanged.

ARTICLE X - SUBCONTRACTING

Contractor 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 Fulton County.

ARTICLE XI - ASSIGNABILITY

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

ARTICLE XII - SEVERABILITY OF TERMS

If any part or provision of this Agreement is held invalid the remainder of this Agreement shall not be affected thereby and shall continue in full and effect.

ARTICLE XIII – PRECEDENCE OF AGREEMENT

In the event that any language in the Department of Community Development’s Veterans Services Program RFP is in conflict with the language in this Agreement, this Agreement shall take precedence.

ARTICLE XIV - EQUAL EMPLOYMENT OPPORTUNITY

In accordance with Fulton County Code Sections 102-391 (Equal Opportunity Clause) and 154-3 (Policy of Equal Opportunity): (a): During the performance of this Agreement, the Contractor agrees as follows:

(1) The Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, national origin, or disability. As used herein, the words “shall not discriminate” shall mean and include without limitations the following:

Recruited, whether by advertising or other means; compensated, whether in the form of rates of pay, or other forms of compensation; selected for training, including apprenticeship; promoted; upgraded; demoted, downgraded; transferred; laid off; and terminated.

The Contractor agrees to and shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause.

(2) The Contractor shall in solicitation or advertisement for employees, placed by or on behalf of the Contractor; state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, sexual orientation, national origin, or disability.

(3) The Contractor shall send to each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or workers' representative of the Contractor's commitments under the Equal Opportunity Program of Fulton County and under this Article, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Contractor and its subcontractors, if any, shall file Compliance Reports at reasonable times and intervals with Fulton County in the form and to the extent prescribed by the director. Compliance Reports filed at such times as directed shall contain information as to the employment practices, policies, programs and statistics of the Contractor and its subcontractors.

(5) The Contractor shall include the provisions of paragraphs (1) through (5) of this equal employment opportunity clause and every subcontractor purchase order so that such provision shall be binding upon each subcontractor.

ARTICLE XV - CAPTIONS

The captions are inserted herein only as a matter of convenience and for reference and in no way define, limit, or describe the scope of this Agreement or the intent of the provisions thereof.

ARTICLE XVI - GOVERNING LAW

This Agreement shall be governed in all respects, as to validity, construction, capacity, and performance or otherwise, by the laws of the State of Georgia.

ARTICLE XVII - 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.

[SIGNATURES ON FOLLOWING PAGE]

Attachment A

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:

CONTRACTOR:

FULTON COUNTY, GEORGIA

VENDOR NAME **Feeding GA Families Incorporated**

DocuSigned by:
Robert L. Pitts
BA715B1A26544E7
Robert L. Pitts, Chairman
Fulton County Board of Commissioners

DocuSigned by: Name of Signatory: **Alicia Rivera**
Alicia Rivera
Title of Signatory: **CFO**
722983C22FE941B...
Authorized Signature

Please select Attest OR Notary from the checkbox

Attest Notary

ATTEST:

ATTEST:

DocuSigned by:
Tonya R. Grier
EEC476C4837648D...
Tonya R. Grier
Clerk to the Commission

DocuSigned by: 2nd Signatory Name: **William Joyner**
William Joyner III
Notary Title: **COM**
722983C22FE941B...
Second Authorized Signature

(Affix County Seal)



(Affix Corporate Seal)



APPROVED AS TO FORM:

ATTEST:

DocuSigned by:
David Lowman
0EC92EDADEFB4B8...
Office of the County Attorney

Notary Public

APPROVED AS TO CONTENT:

County: _____

DocuSigned by:
Stanley Wilson
5E4D76DFB4A0450...
Stanley Wilson, Director
Fulton County Department of
Community Development

Commission Expires: _____

(Affix Notary Seal)

Please select RCS or RM from the checkbox

RCS RM

ITEM#: 2023-0351	RCS: 5/17/2023	ITEM#: _____	RM: _____
RECESS MEETING		REGULAR MEETING	



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/22/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER CoverWallet, Inc. 25 W 45th Street, Floor 15 New York NY 10036	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;"> CONTACT NAME: Olivia Kuter PHONE (A/C, No, Ext): (646) 844-9933 E-MAIL ADDRESS: customer.service@coverwallet.com </td> <td style="width: 50%;"> FAX (A/C, No): </td> </tr> <tr> <td colspan="2" style="text-align: center;">INSURER(S) AFFORDING COVERAGE</td> <td style="text-align: center;">NAIC #</td> </tr> <tr> <td colspan="2">INSURER A :</td> <td></td> </tr> <tr> <td colspan="2">INSURER B : Progressive Mountain Insurance Company</td> <td style="text-align: center;">35190</td> </tr> <tr> <td colspan="2">INSURER C :</td> <td></td> </tr> <tr> <td colspan="2">INSURER D :</td> <td></td> </tr> <tr> <td colspan="2">INSURER E :</td> <td></td> </tr> <tr> <td colspan="2">INSURER F :</td> <td></td> </tr> </table>	CONTACT NAME: Olivia Kuter PHONE (A/C, No, Ext): (646) 844-9933 E-MAIL ADDRESS: customer.service@coverwallet.com	FAX (A/C, No):	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A :			INSURER B : Progressive Mountain Insurance Company		35190	INSURER C :			INSURER D :			INSURER E :			INSURER F :		
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INSURER C :																								
INSURER D :																								
INSURER E :																								
INSURER F :																								
INSURED Feeding GA Families DBA Will J Enterprises 2514 West Point Ave Atlanta, GA 30337 United States																								

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			964428305	12/22/2022	12/22/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 0 BODILY INJURY (Per person) \$ 100,000 BODILY INJURY (Per accident) \$ 300,000 PROPERTY DAMAGE (Per accident) \$ 50,000 \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N <input checked="" type="checkbox"/> N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Motor Trucking Cargo Reefer Breakdown Trailer Interchange			964428305 964428305 964428305	12/22/2022 12/22/2022 12/22/2022	12/22/2023 12/22/2023 12/22/2023	\$0 w/ \$0 \$0 w/ \$0 \$0 w/ \$0

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

Proof of Coverage	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p> <p style="text-align: right; font-family: cursive; font-size: 1.2em;">Margaret M. Reff</p>
-------------------	---

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WORKMAN'S COMPENSATIO STATEMENT

Feeding GA Families doesn't employ more than 3 employees on a full time basis. There are no full time employees. All are paid by stipend or volunteer. // nothing follows //

A handwritten signature in blue ink, appearing to read "Alicia Rivera".

Alicia Rivera, CFO

STATEMENT OF RECORD – Keep for your records

Organization: Feeding GA Families Incorporated IRS-81-4028052
Date Received: 06 / 06 //2023



VEHICLE INSURANCE STATEMENT

Feeding GA Families doesn't use vehicles for the transportation of program participants. Certificate of Insurance has been included for the commercial vehicle used for donation pick ups and distributions. // nothing follows //

A handwritten signature in blue ink, appearing to read "Alicia Rivera".

Alicia Rivera, CFO

STATEMENT OF RECORD – Keep for your records

Organization: Feeding GA Families Incorporated IRS-81-4028052
Date Received: 06 / 06 //2023

FORM F: 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.

1711450
EEV/Basic Pilot Program* User Identification Number

[Signature]
BY: Authorized Officer of Agent
(Insert Contractor Name)

CFO
Title of Authorized Officer or Agent of Contractor

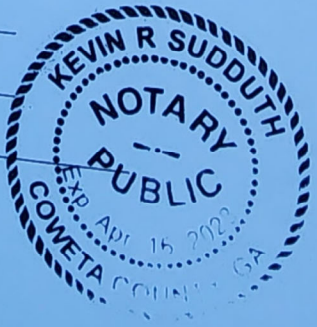
Alicia Biveira
Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this 15th day of MARCH, 2023

Notary Public: Ramona Sully

County: Fulton

Commission Expires: April 16, 2023



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. Such contract is for service to be rendered by such individual.

COUNTY OF FULTON

N/A

FORM G: 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 services¹ 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^{*, 2} 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: _____

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...



**FULTON
COUNTY**

CONTRACT DOCUMENTS

FOR

REQUEST FOR PROPOSAL 23RFP021323C-MH

2023 VETERANS SERVICES PROGRAM

FOR

YOUTH AND COMMUNITY SERVICES DIVISION

OF

FULTON COUNTY, GEORGIA

CONTRACT AGREEMENT

THIS AGREEMENT (“Agreement”), entered into this **1st day of January 2023**, by and between **FULTON COUNTY**, Georgia (hereinafter referred to as “Fulton County” or “County”), a political subdivision of the State of Georgia, acting by and through its Community Development Department’s Youth and Community Services Division (“YCS”), and **HouseProud Atlanta, Inc.** (hereinafter referred to as “Contractor”), a corporation organized as a nonprofit, tax exempt 501(c) (3) agency, authorized to conduct business within the state of Georgia (hereinafter collectively referred to as the “Parties”).

WITNESSETH

WHEREAS, as part of its official functions, Fulton County is authorized to exercise the power of taxation pursuant to Art. IX, Section IV., Par. I of the Constitution of the State of Georgia of 1983, and to expend such funds raised by the exercise of said powers for public purposes as declared in Art. IX, Section IV., Par. II of the Constitution; and

WHEREAS, Contractor has in its employ personnel, and under its supervision, facilities and resources by which it can render to Fulton County and the citizens thereof certain services authorized by the aforementioned Constitutional provision; and

WHEREAS, Contractor has agreed to render services to the citizens of Fulton County, and the County has appropriated funds for those services; and

WHEREAS, the parties desire to execute a formal agreement for the services to be rendered by Contractor, and said services shall be defined, and consideration to be paid for such services by Fulton County for the successful performance of the services, and shall be enumerated.

The Agreement was approved by the Fulton County Board of Commissioners on **May 17, 2023, BOC#23-0351**.

NOW, THEREFORE, in consideration of the premises, payment of the sum hereinafter set forth and the performance of the services described herein, it is mutually agreed as follows:

INDEX OF ARTICLES

- ARTICLE 1. **PARTIES AND TERM**
- ARTICLE 2. **SCOPE OF CONTRACTOR'S DUTIES**
- ARTICLE 3. **COMPENSATION FOR SERVICES**
- ARTICLE 4. **RECORD KEEPING**
- ARTICLE 5. **INDEMNIFICATION**
- ARTICLE 6. **TERMINATION OF AGREEMENT FOR CAUSE**
- ARTICLE 7. **INDEPENDENT CONTRACTOR STATUS**
- ARTICLE 8. **INSURANCE**
- ARTICLE 9. **AMENDMENTS AND MODIFICATIONS TO AGREEMENT**
- ARTICLE 10. **SUBCONTRACTING**
- ARTICLE 11. **ASSIGNABILITY**
- ARTICLE 12. **SEVERABILITY OF TERMS**
- ARTICLE 13. **PRECEDENCE OF AGREEMENT**
- ARTICLE 14. **EQUAL EMPLOYMENT OPPORTUNITY**
- ARTICLE 15. **CAPTIONS**
- ARTICLE 16. **GOVERNING LAW**
- ARTICLE 17. **JURISDICTION**

ARTICLE I - PARTIES AND TERM:

(a) Fulton County, through its YCS, retains Contractor, and Contractor accepts retention by Fulton County to render the services as hereinafter defined and required; to perform such services in a manner and to the extent required by the parties herein; and as may be hereafter amended or extended in writing by mutual agreement of the parties.

(b) The Chairperson of the Board of Directors for the Contractor or authorized representative (hereinafter “Board Chair”) represents that she/he is authorized to bind and enter into contracts on behalf of Contractor, including this Agreement.

(c) Nothing contained in this Agreement shall be constructed to be a waiver of Fulton County’s sovereign immunity or any individual’s official or qualified good faith immunity.

(d) This Agreement will remain in effect from **January 1, 2023**, until midnight **December 31, 2023**.

(e) Fulton County shall have the right to suspend immediately Contractor’s performance hereunder on an emergency basis under this Agreement whenever necessary, in the sole opinion of Fulton County, to avert a life threatening situation or other sufficiently serious deficiency.

ARTICLE II - SCOPE OF CONTRACTOR’S DUTIES:

Upon execution of this Agreement, the Contractor will provide the following services for Fulton County:

SCOPE OF WORK:

Veterans Services Program (VSP)

VSP Service Category: Homeless and Housing

VSP Funding Priority(ies):

Homelessness: Homelessness and Housing Veterans Home Repair

HouseProud Atlanta, Inc., HouseProud - No-Cost Repairs for Veterans will provide services at the following locations at specified times during the contract period of **01/01/2023** through **12/31/2023**:

Service Delivery Site(s):

YCS Staff paste Service delivery site(s) from WebGrants (Q.9):

Name of Program Site:	Program Location (complete physical address):	Program City	Program State	Program Zip code	Fulton County District of the program (Facility) location:	District(s) of Fulton County Residents Served by the program (facility) location:
HouseProud Atlanta - Veteran Services	410 Englewood Avenue	Atlanta	GA	30315	5	1, 2, 3, 4, 5, 6

Approach and Design:

HouseProud Atlanta, Inc., HouseProud - No-Cost Repairs for Veterans will provide services to **12** clients that reside in Fulton County, with VSP funding.

HouseProud Atlanta, Inc., HouseProud - No-Cost Repairs for Veterans will provide the following activities and services in Fulton County with VSP funding:

HouseProud Atlanta will utilize highly skilled, licensed and insured tradespeople to provide critical no-cost repairs and disability accessibility modifications for disabled and/or senior veterans living in Fulton County. Housing is a basic need, and we seek to assist these homeowners to remain 'warm, safe and dry' in their homes. HouseProud will collaborate with other veteran organizations to acquire referrals when necessary, and will seek to work with other nonprofits such as Mission Continues to acquire assistance with working with the veterans. This addresses economic stability/veterans living in poverty by assisting veterans to have their basic housing need met while protecting the equity in their homes. It also addresses homelessness and housing by preventing veterans from being homeless through providing minor modifications.

Designation of VSP Funds:

Based on the awarded amount of **\$100,000.00**, the VSP funds are designated according to the following cost categories: Administrative, Operational, and Direct Services.

- **Administrative Expenses-** VSP Funds that are spent on Executive/Management Staff and Administrative Support Staff salaries, salary fringe and benefits ONLY. (Note: Not more than 5% of grant award can be used for administrative costs. Includes direct and indirect charges for administration of the grant)
- **Operational Expenditures-** VSP funds used to conduct agency/ organizational functions that are secondary to program service delivery such as: office/warehouse lease or mortgage expenses, office supplies (pens, toner, paper, etc.), agency's utility expenses, staff transportation expenses, marketing/catalogues, etc.
- **Direct Service Expenditures-** VSP funds utilized to provide services directly to agency/program participants such as payments made on behalf of participants for rent, utilities, food, shelter, transportation (rentals, gas, and parking, bus drivers, participant's public transportation costs, etc.) , scholarships and day care vouchers, salaries and fringe benefits for direct service personnel (Case Managers, Educators, Subcontractors, etc.), program supplies (educational/instructional materials, paper, pencils, markers, etc.) directly consumed by participants. Program materials that may be pertinent to the scope of services of a funded program and that aid in contractor meeting contracted program outcomes are included in this definition (i.e. children's story books, educational games, puzzles, and flash cards).

The maximum amount of VSP funds allowed for administrative purposes (executive staff salaries and benefits only) is 5% of funds awarded. Throughout the contract period, program expenditures will be monitored (via performance reports) to ensure that funding is utilized as contracted.

YCS Staff paste designation of funding request chart from WebGrants (Q.8)

Cost Category	Designation of VSP Funding Award	Detailed Explanation of how the Funding Award will be Expended
Administrative (5% Admin max of funds awarded.)	\$5,000.00	To cover a small portion of Admin salary
Operational	\$0.00	n/a
Direct Services	\$95,000.00	To cover roofers, plumbers, electricians and other tradespeople to support the programHou
Totals	\$100,000.00	

Additional Explanation of Funding Details:

HouseProud Atlanta if funded at the full amount will use the funds for the following purposes:

- \$5,000 - to fund a small portion of the admin salary
- \$95,000 - to fund roofers, plumbers, electricians, carpenters, hvac professionals and other trades to provide critical repairs to seniors

Program Performance Measures:

HouseProud Atlanta, Inc. agrees to track and report program performance to the Fulton County Department of Community Development.

County Defined Performance Measure(s):

Homelessness: Homelessness - Number of Veterans with Disabilities benefiting from minor home modification projects, renovations, and/or repairs to increase availability and accessibility

The following program measures/ Key Performance Indicators (“KPI’s”) will be utilized to track and report program outcomes for the Fulton County residents supported with VSP funding, during the funding period (January 1, 2023-December 31, 2023):

HouseProud will serve a minimum of 12 senior or disabled veterans. Health and Wellness County Defined Performance Measure to be measured - A minimum of 8 veterans will self report through surveys an increased health and wellness and increased quality of life due to reduced stress after receiving no-cost home repairs and minor renovations. Homeless and Housing County Defined Performance Measure to be measured - A minimum of 6 clients served through this grant will self report increased accessibility due to minor modifications provided through this grant.

Agency Defined Performance Measure(s):


100% of those returning surveys will self report that the repairs provided will allow them to age in place or remain in their homes longer. At least 90% will self report that they are satisfied with the repairs provided.

ADDITIONAL REQUIREMENTS

Failure to adhere to the terms of this Agreement, in addition to the requirements listed below, may result in one or all of the following; delayed disbursement or total loss of awarded funds, and / or ineligibility to receive an RFP award during the next funding cycle.

1. Contractor agrees to develop, in conjunction with Fulton County, a process of accepting and serving Fulton County residents referred by the Youth and Community Services Division of Fulton County Government.
2. As consideration for the County providing funding and the non-profit entity accepting same, the non-profit entity shall, upon the County's request, participate in County-sponsored events and activities on County property, when feasible. The non-profit agency shall use its best efforts to comply with the County's request provided that it is given at least one week's notice to do so. Failure to participate will be taken into consideration for future funding requested by the non-profit entity.
3. Contractor agrees to allow staff from the Fulton County Department of Community Development to conduct contract compliance site visits as necessary (announced or unannounced).
4. During the site visit, Contractor will be required to allow staff to monitor programming, as well as review client rosters / sign-in sheets and/ or Registration information that should include complete addresses of Fulton County residents served by this funding.
5. Contractor agrees to comply with the Operational Specifications outlined in the 2023 Veterans Services Program RFP 23RFP021323C-MH
6. Contractor agrees that advertising, promotions and other publicity in connection with the supported program(s) shall include the following acknowledgement: **“Funding provided in part by the Fulton County Board of Commissioners under the guidance of the Department of Community Development.”**

Note: If your agency uses logos versus text, you may substitute the language above with the Fulton

County Logo  .

Reporting

It is the Contractor's responsibility to ensure accurate reporting of all information contained in the performance reports. Reports and supportive documentation that consistently include erroneous/inaccurate data may result in a required reimbursement of funding and/or may negatively impact future funding.

6. Contractor will be required to submit completed performance reports (with deadlines of July 28, 2023, and January 12, 2024) to adhere to the requirements outlined in the Performance Report Instructions, as well as the format provided by the Fulton County Department of Community Development. Future funding will be affected if performance reports are not submitted by stipulated due dates.
7. Contractor will be required to provide demographic information concerning the Fulton County residents served, including, but not limited to age, race/ethnicity and gender.
8. Contractor will be required to report the number of UNDUPLICATED/NEW participants directly served through the Veterans Services Program funding. **Please note:** Failure to serve the total number of participants contracted to be served with VSP funding may result in reimbursement of VSP funding to Fulton County. Failure to reimburse the funding requested will result in the ineligibility to receive future funding.
9. Contractor will be required to submit unduplicated client rosters in a spreadsheet format that includes the complete residential addresses of the Fulton County residents served with VSP funding, and

LEDGERS demonstrating how Veterans Services Program funds were expended for the specified reporting period.

Expenditure of Funds

10. Contractor is prohibited from utilizing VSP funds for capital expenditures. (A “capital expenditure” is defined as: any resource not completely consumed during the contract year, i.e. computers, printers, construction, vehicles, cell phones, etc.) Program materials that may be pertinent to the scope of services of a funded program and that aid in contractor meeting contracted program outcomes are excluded from the definition of “capital expenditure” (e.g., children's story books, educational materials, games, puzzles, and flash cards).

11. Veterans Services Program funds must be expended by December 31, 2023. All funds that are not spent by this date must be reimbursed to Fulton County Government within 30 days of written request. A Contractor’s failure to adhere to this requirement will result in one or more of the following: inability to receive future funding from Fulton County, and/or legal action against the agency to recoup funding that are not reimbursed by the deadline.

ARTICLE III - COMPENSATION FOR SERVICES

(a) Fulton County agrees to pay Contractor a maximum sum of **\$100,000.00**.

(b) Upon receipt and approval of Contractor's invoice delineating projected expenditures for the first six months of the contracting period. Upon receipt and approval of said invoice, County shall pay Contractor the first six months of compensation provided for by this Agreement. The Contractor shall provide Fulton County with a second invoice delineating projected expenditures for the remaining six months of the Agreement Term. Upon receipt and approval of said invoice, Fulton County shall pay Contractor the second six months of compensation provided by this Agreement. **A failure by Contractor to submit the invoice for the first and/ or second six months of the contracting period will constitute a breach of this Agreement.**

(c) If through any cause, Contractor shall fail to fulfill its obligation under this Agreement in a timely and proper fashion or in the event that any of the provision or stipulations of this Agreement are violated by Contractor, Fulton County shall thereupon have the right to immediately suspend or terminate this Agreement by serving written notice as defined herein upon Contractor of Fulton County's intent to suspend or terminate this Agreement. If the Agreement is terminated pursuant to this paragraph, Contractor shall be exclusively limited to receiving only the compensation for work performed in a manner satisfactory to Fulton County up to and including the date of the written termination notice.

(d) The Contractor agrees and understands that all expenditures must be consistent with the scope and purpose of this Agreement, and expenditures must be consistent with the guidelines and definitions established in the **Veterans Services Program Request for Proposal ("RFP") 23RFP021323C-MH**, which is hereby incorporated by reference herein and made a part of this agreement. The County reserves the right to approve and reject payment for expenditures which are not consistent with the scope and purpose of this Agreement, and which the County determines are not consistent with the guidelines and definitions established in the Veterans Services Program RFP.

(e) The Contractor agrees and understands that Fulton County has the right to recover funds from Contractor for compensation received, pursuant to subsection (b) above if Contractor fails to perform the services outlined in Article II or does not perform such services to the satisfaction of Fulton County.

ARTICLE IV - RECORD KEEPING

(a) Contractor shall maintain accurate records of the expenditure and disposition of funds, and such records must be in accordance with good accounting practices, and made available for inspection and audit by Fulton County at a time mutually agreeable to parties and upon thirty (30) days' notice to contractor.

(b) All reports and communications, with supportive documentation consistent with contract provisions outlined in Article II, must be provided to Fulton County, in accordance with Article IV.

(c) A performance report, with supportive documentation consistent with provisions of the Agreement outlined in Article II, must be provided to Fulton County no later than **July 28, 2023, for the period January 1, 2023-June 30, 2023; and January 12, 2024, for the period July 1, 2023-December 31, 2023.**

(d) Contractor shall be responsible for sending staff representation to mandatory meetings that will be sponsored by the Fulton County Department of Community Development. Contractor will be notified in advance of said meetings.

(e) All notices, program reports and other communications required to be given under this Contract shall be sufficient if in writing and either delivered via e-mail, personally or sent by postage, prepaid, certified or registered United States mail, return receipt requested, or e-mail addressed as follows:

To Fulton County:

**Youth and Community Services Division
Veterans Services Program
c/o: Grants Administration
hsd.grants@fultoncountyga.gov
137 Peachtree Street, SW
Atlanta, Georgia 30303**

To Contractor:

**HouseProud Atlanta, Inc.
410 Englewood Avenue
Atlanta, Georgia 30315**

The Parties may only modify or update the above-referenced addresses during the term of this Agreement by providing formal notice to the other party of such a change pursuant to the terms of this provision.

(f) Contractor understands and agrees that, upon Fulton County's determination that Contractor is not or has not been in substantial compliance with any term of this Agreement with respect to the performance and provision of services at any single delivery site, Fulton County shall thereupon have the right to immediately suspend or terminate this Agreement upon written notice to Contractor. Contractor further understands and agrees that if Fulton County determines that Contractor is not or has not been in substantial compliance with any term of this Agreement with respect to the performance and provision of services at any single delivery site, Fulton County may request, and the Contractor shall provide, any and all additional reports, records or documentation Fulton County deems necessary to evaluate, assess and/or measure Contractor's overall level of performance under this Agreement, including Contractor's performance at other delivery sites.

ARTICLE V - INDEMNIFICATION

Contractor hereby covenants and agrees to indemnify and hold harmless Fulton County, its Commissioners, officers, and employees from all claims, losses, liabilities, damages, deficiencies, demands, judgments, or costs (including without limitation reasonable attorney's fees and legal expenses) suffered or occurred by such party, whether arising in tort, contract, strict liability or otherwise, including without limitation, personal injury, wrongful death or property damage arising in any way from the actions or omissions of Contractor, its directors, officers, employees, agents, successors and assigns in connection with its acceptance, or the performance, or nonperformance of its obligations under this Agreement; provided, however, that nothing herein shall be construed to preclude the Contractor from bringing suit against the County for breach of the terms of this Agreement.

**ARTICLE VI – TERMINATION OF AGREEMENT FOR COUNTY’S CONVENIENCE AND
FOR CAUSE**

(a) This Agreement is effective on **January 1, 2023**, and shall terminate on **December 31, 2023**, unless earlier terminated in accordance with the provisions of this Agreement. Notwithstanding termination of the Agreement, Contractor is obligated to fulfill all of its obligations, including its reporting requirements.

(b) Notwithstanding the above provisions, Fulton County may terminate this Agreement for convenience, or Fulton County or the Contractor may terminate this Agreement at any time for any reason by giving written notice of the intent to terminate the Agreement thirty (30) days in advance, by certified mail, return receipt requested, with proper postage prepaid, or by hand delivery, to the other party at the physical address provided herein for notice. The termination shall become effective on the thirtieth (30th) day after the date of such written notice unless the parties otherwise agree in writing. If this Agreement is terminated pursuant to this paragraph, Contractor shall be exclusively limited to receiving compensation for the work satisfactorily performed up to and including the effective date of termination.

(c) Fulton County shall have the right to suspend immediately Contractor’s performance hereunder on an emergency basis whenever necessary, in the opinion of Fulton County, to avert a life threatening situation or other sufficiently serious risk.

(d) In the event that this agreement is terminated by Fulton County or Contractor, following the Fulton County’s determination that Contractor is not or has not been in substantial compliance with any provision of this agreement, Contractor agrees that Fulton County shall have the right to request repayment in full of all compensation paid to Contractor pursuant to Article III of this agreement. If Fulton County exercises its right under this subsection, Contractor agrees to and shall repay Fulton County all compensation paid to Contractor pursuant to Article III of this Agreement.

(e) In the event that this agreement is terminated by Fulton County or Contractor, following the Fulton County’s determination that Contractor is not or has not been in substantial compliance with any

provision of this agreement, Contractor agrees that Fulton County shall have the right to terminate this Agreement between Fulton County and Contractor without penalty. Contractor acknowledges and agrees that Fulton County's right to terminate includes, but is not limited to, the right to withhold any and all future compensation due to Contractor pursuant to the terms of any and all other agreements between Fulton County and Contractor.

(f) In the event that this Agreement is terminated by Fulton County or Contractor, following Fulton County's determination that Contractor is not or has not been in substantial compliance with any provision of this Agreement, Contractor agrees that it shall not be eligible to either enter or to apply to enter into future contracts with Fulton County until it has addressed any and all areas of deficiency or non-compliance to Fulton County's satisfaction.

ARTICLE VII - INDEPENDENT CONTRACTOR STATUS

(a) Nothing contained herein shall be deemed to create any relationship other than that of an independent contractor between Fulton County and Contractor. Under no circumstances shall Contractor, its directors, officers, employees, agents, successors or assigns be deemed employees, agents, partners, successors, assigns or legal representatives of Fulton County.

(b) Contractor acknowledges that **HouseProud Atlanta, Inc.**, its directors, officers, employees, agents and assigns shall have no right of redress pursuant to the Personnel Rules and Regulations of Fulton County.

(c) The Contractor 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 Contractor 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 Contractor shall maintain records pertaining to such taxes as well as payment thereof and shall make the same available to Fulton County at all reasonable times for inspection and copying. The Contractor shall apply for any and all tax exemptions which may be applicable

and shall timely request from Fulton County such documents and information as may be necessary to obtain such tax exemptions. Fulton County shall have no liability to the Contractor for payment of any tax from which it is exempt.

ARTICLE VIII - INSURANCE

Contractor agrees to obtain, maintain and furnish to Fulton County, a Certificate of Insurance (COI) showing the required coverage during the entire term of this Agreement. All insurance limits are listed in the “Insurance and Risk Management Provisions” document, Attachment “A”, with Fulton County, Georgia added as an “Additional Insured”. 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 IX – AMENDMENTS AND MODIFICATIONS TO CONTRACT

(a) This Agreement constitutes the entire agreement between Fulton County and Contractor, and there are no further written or oral agreements with respect thereto, no variations, amendments or modifications of this Agreement, and no waiver of its provisions, shall be valid unless in writing and signed by Fulton County’s and Contractor’s duly authorized representatives and entered into on the minutes of the Fulton County Board of Commissioners meeting.

(b) Modifications or amendments which require a change in compensation level must be approved by the Fulton County Board of Commissioners and Contractor; other modifications, amendments or variations may be agreed to in writing, between the Contractor and the Contract Administrator when the amount of this Agreement and its Term remain unchanged.

ARTICLE X - SUBCONTRACTING

Contractor 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 Fulton County.

ARTICLE XI - ASSIGNABILITY

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

ARTICLE XII - SEVERABILITY OF TERMS

If any part or provision of this Agreement is held invalid the remainder of this Agreement shall not be affected thereby and shall continue in full and effect.

ARTICLE XIII – PRECEDENCE OF AGREEMENT

In the event that any language in the Department of Community Development’s Veterans Services Program RFP is in conflict with the language in this Agreement, this Agreement shall take precedence.

ARTICLE XIV - EQUAL EMPLOYMENT OPPORTUNITY

In accordance with Fulton County Code Sections 102-391 (Equal Opportunity Clause) and 154-3 (Policy of Equal Opportunity): (a): During the performance of this Agreement, the Contractor agrees as follows:

(1) The Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, national origin, or disability. As used herein, the words “shall not discriminate” shall mean and include without limitations the following:

Recruited, whether by advertising or other means; compensated, whether in the form of rates of pay, or other forms of compensation; selected for training, including apprenticeship; promoted; upgraded; demoted, downgraded; transferred; laid off; and terminated.

The Contractor agrees to and shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause.

(2) The Contractor shall in solicitation or advertisement for employees, placed by or on behalf of the Contractor; state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, sexual orientation, national origin, or disability.

(3) The Contractor shall send to each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or workers' representative of the Contractor's commitments under the Equal Opportunity Program of Fulton County and under this Article, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Contractor and its subcontractors, if any, shall file Compliance Reports at reasonable times and intervals with Fulton County in the form and to the extent prescribed by the director. Compliance Reports filed at such times as directed shall contain information as to the employment practices, policies, programs and statistics of the Contractor and its subcontractors.

(5) The Contractor shall include the provisions of paragraphs (1) through (5) of this equal employment opportunity clause and every subcontractor purchase order so that such provision shall be binding upon each subcontractor.

ARTICLE XV - CAPTIONS

The captions are inserted herein only as a matter of convenience and for reference and in no way define, limit, or describe the scope of this Agreement or the intent of the provisions thereof.

ARTICLE XVI - GOVERNING LAW

This Agreement shall be governed in all respects, as to validity, construction, capacity, and performance or otherwise, by the laws of the State of Georgia.

ARTICLE XVII - 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.

[SIGNATURES ON FOLLOWING PAGE]

Attachment A

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:

CONTRACTOR:

FULTON COUNTY, GEORGIA

VENDOR NAME **HouseProud Atlanta, Inc.**

DocuSigned by:
Robert L. Pitts
BA715B1A26544E7
Robert L. Pitts, Chairman
Fulton County Board of Commissioners

DocuSigned by Name of Signatory: **Lisa Jones**
Lisa Jones Title of Signatory: **Executive Director**
EAE26CCBCBD94DB...
Authorized Signature

Please select Attest OR Notary from the checkbox

Attest Notary

ATTEST:

ATTEST:

DocuSigned by:
Tonya R. Grier
EEC476C4837648D...
Tonya R. Grier
Clerk to the Commission

DocuSigned by 2nd Signatory Name: **Lori Lemanski**
Lori Lemanski 2nd Signatory Title: **Program and Development Director**
E57E8ADE06504DC...

Second Authorized Signature

DocuSigned by:

(Affix County Seal)



(Affix Corporate Seal)



APPROVED AS TO FORM:

ATTEST:

DocuSigned by:
David Lowman
0EC92EDADEFB4B8...
Office of the County Attorney

Notary Public

APPROVED AS TO CONTENT:

County: _____

DocuSigned by:
Stanley Wilson
5E4D76DFB4A0450...
Stanley Wilson, Director
Fulton County Department of
Community Development

Commission Expires: _____

(Affix Notary Seal)

Please select RCS or RM from the checkbox

RCS

RM

ITEM#: 2023-0351	RCS: 5/17/2023	ITEM#: _____	RM: _____
RECESS MEETING		REGULAR MEETING	

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Bolt Insurance Agency		NAMED INSURED HOUSEPROUD ATLANTA, INC. 410 ENGLEWOOD AVENUE ATLANTA, GA 30315	
POLICY NUMBER 05784746		EFFECTIVE DATE: 12/30/2022	
CARRIER Progressive Mountain Insurance Company	NAIC CODE 35190		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

Description of Location/Vehicles/Special Items

Scheduled autos only

2008 FORD F150 1FTRX12W28FB76583

Uninsured Motorist - Added On \$500,000 Combined Single Limit

Uninsured Motorist Property Damage - Added On (included in combined single limit w/\$250 Ded)

2019 CHEVROLET SILVERADO 1GCRYCEFVKZ247314

Uninsured Motorist - Added On \$500,000 Combined Single Limit

Uninsured Motorist Property Damage - Added On (included in combined single limit w/\$250 Ded)

Comprehensive \$5,000 Ded

Collision \$5,000 Ded

Liability coverage may not apply to all scheduled vehicles.



HouseProud Atlanta has only 2 employees and is not required to carry workman's comp insurance

STATE OF GEORGIA

COUNTY OF FULTON

FORM F: 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]** House Proud Atlanta, Inc. on behalf of **Fulton County Government** has registered with and is participating in a federal work authorization program², 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.

1385600
EEV/Basic Pilot Program* User Identification Number

Lisa Jones - House Proud Atlanta Inc.
BY: Authorized Officer of Agent
(Insert Contractor Name)

Executive Director
Title of Authorized Officer or Agent of Contractor

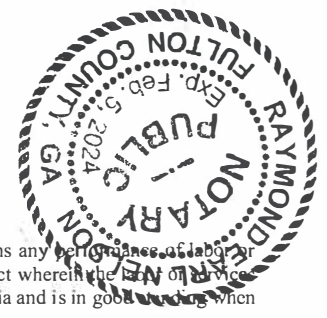
Lisa Jones
Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this 3 day of February, 2023

Notary Public: [Signature]

County: Fulton

Commission Expires: 2-5-2024



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 total amount of the contract exceeds \$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.

²*[Any 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].

STATE OF GEORGIA

COUNTY OF FULTON

FORM G: 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 services¹ under a contract with **[insert name of prime contractor]** House Proud Atlanta, Inc. 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.

138 5600

EEV/Basic Pilot Program* User Identification Number

Lisa Jones - House Proud Atlanta Inc.

BY: Authorized Officer of Agent
(Insert Subcontractor Name)

Executive Director

Title of Authorized Officer or Agent of Subcontractor

Lisa Jones

Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this 3 day of February, 2023

Notary Public: [Signature]

County: Fulton

Commission Expires: 2-5-2024



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.

²*[Any 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].



**FULTON
COUNTY**

CONTRACT DOCUMENTS

FOR

REQUEST FOR PROPOSAL 23RFP021323C-MH

2023 VETERANS SERVICES PROGRAM

FOR

YOUTH AND COMMUNITY SERVICES DIVISION

OF

FULTON COUNTY, GEORGIA

CONTRACT AGREEMENT

THIS AGREEMENT (“Agreement”), entered into this **1st day of January 2023**, by and between **FULTON COUNTY**, Georgia (hereinafter referred to as “Fulton County” or “County”), a political subdivision of the State of Georgia, acting by and through its Community Development Department’s Youth and Community Services Division (“YCS”), and **Positive Transition Services, Inc.** (hereinafter referred to as “Contractor”), a corporation organized as a nonprofit, tax exempt 501(c) (3) agency, authorized to conduct business within the state of Georgia (hereinafter collectively referred to as the “Parties”).

WITNESSETH

WHEREAS, as part of its official functions, Fulton County is authorized to exercise the power of taxation pursuant to Art. IX, Section IV., Par. I of the Constitution of the State of Georgia of 1983, and to expend such funds raised by the exercise of said powers for public purposes as declared in Art. IX, Section IV., Par. II of the Constitution; and

WHEREAS, Contractor has in its employ personnel, and under its supervision, facilities and resources by which it can render to Fulton County and the citizens thereof certain services authorized by the aforementioned Constitutional provision; and

WHEREAS, Contractor has agreed to render services to the citizens of Fulton County, and the County has appropriated funds for those services; and

WHEREAS, the parties desire to execute a formal agreement for the services to be rendered by Contractor, and said services shall be defined, and consideration to be paid for such services by Fulton County for the successful performance of the services, and shall be enumerated.

The Agreement was approved by the Fulton County Board of Commissioners on **May 17, 2023, BOC#23-0351**.

NOW, THEREFORE, in consideration of the premises, payment of the sum hereinafter set forth and the performance of the services described herein, it is mutually agreed as follows:

INDEX OF ARTICLES

- ARTICLE 1. PARTIES AND TERM
- ARTICLE 2. SCOPE OF CONTRACTOR'S DUTIES
- ARTICLE 3. COMPENSATION FOR SERVICES
- ARTICLE 4. RECORD KEEPING
- ARTICLE 5. INDEMNIFICATION
- ARTICLE 6. TERMINATION OF AGREEMENT FOR CAUSE
- ARTICLE 7. INDEPENDENT CONTRACTOR STATUS
- ARTICLE 8. INSURANCE
- ARTICLE 9. AMENDMENTS AND MODIFICATIONS TO AGREEMENT
- ARTICLE 10. SUBCONTRACTING
- ARTICLE 11. ASSIGNABILITY
- ARTICLE 12. SEVERABILITY OF TERMS
- ARTICLE 13. PRECEDENCE OF AGREEMENT
- ARTICLE 14. EQUAL EMPLOYMENT OPPORTUNITY
- ARTICLE 15. CAPTIONS
- ARTICLE 16. GOVERNING LAW
- ARTICLE 17. JURISDICTION

ARTICLE I - PARTIES AND TERM:

(a) Fulton County, through its YCS, retains Contractor, and Contractor accepts retention by Fulton County to render the services as hereinafter defined and required; to perform such services in a manner and to the extent required by the parties herein; and as may be hereafter amended or extended in writing by mutual agreement of the parties.

(b) The Chairperson of the Board of Directors for the Contractor or authorized representative (hereinafter “Board Chair”) represents that she/he is authorized to bind and enter into contracts on behalf of Contractor, including this Agreement.

(c) Nothing contained in this Agreement shall be constructed to be a waiver of Fulton County’s sovereign immunity or any individual’s official or qualified good faith immunity.

(d) This Agreement will remain in effect from **January 1, 2023**, until midnight **December 31, 2023**.

(e) Fulton County shall have the right to suspend immediately Contractor’s performance hereunder on an emergency basis under this Agreement whenever necessary, in the sole opinion of Fulton County, to avert a life threatening situation or other sufficiently serious deficiency.

ARTICLE II - SCOPE OF CONTRACTOR’S DUTIES:

Upon execution of this Agreement, the Contractor will provide the following services for Fulton County:

SCOPE OF WORK:

Veterans Services Program (VSP)

VSP Service Category: Homeless and Housing

VSP Funding Priority(ies):

Homelessness: Homelessness and Housing Veterans Homelessness|Homelessness and Housing Veterans Transitional Assistance

Positive Transition Services, Inc., Veteran Housing and Support Services will provide services at the following locations at specified times during the contract period of **01/01/2023** through **12/31/2023**:

Service Delivery Site(s):

YCS Staff paste Service delivery site(s) from WebGrants (Q.9):

Name of Program Site:	Program Location (complete physical address):	Program City	Program State	Program Zip code	Fulton County District of the program (Facility) location:	District(s) of Fulton County Residents Served by the program (facility) location:
Chelsea Gardens	2135 Godby Road	College Park	GA	30349	5	5

Approach and Design:

Positive Transition Services, Inc., Veteran Housing and Support Services will provide services to **45** clients that reside in Fulton County, with VSP funding.

Positive Transition Services, Inc., Veteran Housing and Support Services will provide the following activities and services in Fulton County with VSP funding:

Housing is healthcare, and Positive Transition Services values this sentiment in the housing programs it offers to its residents. The organization recognizes the varying needs that homeless individuals have and understands that there is no “one size fits all” solution to homelessness. Because of this, the organization offers a variety of housing structures, along with the supportive programs and resources needed for residents to recover and thrive. Positive Transition Services recognizes the unique needs of homeless veterans in Fulton County and strives to provide them with a safe and supportive housing environment. With a focus on a ‘housing first’ approach, the organization aims to connect homeless veterans to permanent housing without preconditions and barriers to entry. Supportive services are provided to maximize housing stability and prevent returns to homelessness. For homeless veterans who are in a position to enter a course of treatment or recovery, transitional housing is available with the intention of moving into permanent supportive housing or seeking self-sufficiency in the near future. Positive Transition Services works to guide these residents through the necessary steps to obtain part-time or full-time work, helping them transition into permanent supportive housing structures where they can be semi-self-sufficient as they continue their recovery process. Transitional Housing is offered to residents who are in a position to enter a course of treatment or recovery with the intention of moving into permanent supportive housing or seeking self-sufficiency in the near future. These residents are more prepared to enter into a structured lifestyle and simply need guidance and support to put the pieces back together to pursue a self-sufficient lifestyle. Permanent Supportive Housing is offered to residents who have achieved a nearly self-sufficient and healthy lifestyle and require less supportive resources to move forward. These individuals have typically achieved recovery or a beneficial outcome and are now working to support themselves and their needs. In many cases, an individual suffering from a chronic disability would benefit from the supportive structure of permanent supportive housing. The organization operates with support from rental/bed fees, which in most cases are contributed by the resident’s referring agency for a specified time period. The length of that time period helps determine the type of housing support the residents require. In transitional housing cases, Positive Transition Services helps guide the resident through the necessary steps in order to seek and obtain part-time or full-time work. This helps residents to transition into permanent supportive housing structures where they’ll be semi-self-sufficient as they continue their recovery process. The organization goes beyond providing residents with shelter, offering supportive services and direct access to valuable resources to help them overcome barriers to health and stability. Residents of Positive Transition Services are initially referred for services by partner organizations such as Fulton County’s Accountability Court, the Fulton County Justice and Mental Health Task Force, the Georgia Department of Community Supervision, the City of Atlanta’s Office of the Public Defender, the Grady Health System, and Mercy Care of Atlanta. Based on the individual’s needs, they are matched with the type of housing and services needed to help them address the challenges they are facing. Residents immediately begin working with staff to build a foundation for recovery. Residents work with Case Managers to create a plan of treatment, identify the medical services required, as well as schedule counseling and support meetings. Residents are assisted in obtaining the basic necessities needed to access benefits, such as Identification Cards and applying for SNAP food benefits. Positive Transition Services helps the residents to enroll in medical insurance to ensure low-barrier access to the treatment

services needed. Through the support and guidance provided by Positive Transition Services, residents are guided along a pathway to stability, self-sufficiency, and independence. Positive Transition Services is working to provide a direct response to the results of Atlanta's increasing wealth gap and soaring rates of displacement. It responds to a multitude of needs from the community, offering housing and specialized resources to individuals suffering from addiction, mental illness, and illness, among other contributing factors leading to homelessness. The organization is also making a conscious effort to serve as a vital resource to Atlanta's vulnerable Black population, which has suffered disproportionately from the city's rapid growth. In 2022, Positive Transition Services served over 210 individuals suffering from homelessness, and in 2023, it seeks to significantly expand its impact. Those served were comprised of 84% African Americans, 10% Caucasians, and 6% Latinos. Men were the majority served at 89%, with women at 10% and 1% identifying as non-binary/other. Most residents fall between the ages of 21 and 60 (91%), while 8% of those served were over the age of 60, and just 1% were under 21 years old.

Designation of VSP Funds:

Based on the awarded amount of **\$59,000.00**, the VSP funds are designated according to the following cost categories: Administrative, Operational, and Direct Services.

- **Administrative Expenses-** VSP Funds that are spent on Executive/Management Staff and Administrative Support Staff salaries, salary fringe and benefits ONLY. (Note: Not more than 5% of grant award can be used for administrative costs. Includes direct and indirect charges for administration of the grant)
- **Operational Expenditures-** VSP funds used to conduct agency/ organizational functions that are secondary to program service delivery such as: office/warehouse lease or mortgage expenses, office supplies (pens, toner, paper, etc.), agency's utility expenses, staff transportation expenses, marketing/catalogues, etc.
- **Direct Service Expenditures-** VSP funds utilized to provide services directly to agency/program participants such as payments made on behalf of participants for rent, utilities, food, shelter, transportation (rentals, gas, and parking, bus drivers, participant's public transportation costs, etc.) , scholarships and day care vouchers, salaries and fringe benefits for direct service personnel (Case Managers, Educators, Subcontractors, etc.), program supplies (educational/instructional materials, paper, pencils, markers, etc.) directly consumed by participants. Program materials that may be pertinent to the scope of services of a funded program and that aid in contractor meeting contracted program outcomes are included in this definition (i.e. children's story books, educational games, puzzles, and flash cards).

The maximum amount of VSP funds allowed for administrative purposes (executive staff salaries and benefits only) is 5% of funds awarded. Throughout the contract period, program expenditures will be monitored (via performance reports) to ensure that funding is utilized as contracted.

YCS Staff paste designation of funding request chart from WebGrants (Q.8)

Cost Category	Designation of VSP Funding Award	Detailed Explanation of how the Funding Award will be Expended
Administrative (5% Admin max of funds awarded.)	\$2,000.00	Overhead and Program Management Expenses
Operational	\$0.00	n/a
Direct Services	\$57,000.00	Housing and Support Services Expenses
Totals	\$59,000.00	

Additional Explanation of Funding Details:

Administrative Costs - \$2,000

Includes overhead costs and administrative costs for program management.

Direct Services - \$63,000

Housing for Homeless Veterans \$45,000

18 Homeless Veterans to be served, \$2,500 per individual to house and support for three months. This PP amount includes housing fees, necessities, case management, medical services, and support services.

Support Services for Veterans \$12,000

27 Homeless Veterans are provided with support services, training workshops, access to medical and social services, and referral services. Fees include case management and support expenses.

Program Performance Measures:

Positive Transition Services, Inc. agrees to track and report program performance to the Fulton County Department of Community Development.

County Defined Performance Measure(s):

Homelessness: Homelessness Number of potential instances of homelessness prevented|Homelessness Number of individuals assisted through rapid re-housing|Homelessness Number of individuals placed in Transitional Housing|Homelessness Number of individuals placed in Permanent Supportive Housing|Homelessness Number of individuals whose barriers to self sufficiency are eliminated or reduced paths to self sufficiency created

The following program measures/ Key Performance Indicators (“KPI’s”) will be utilized to track and report program outcomes for the Fulton County residents supported with VSP funding, during the funding period (January 1, 2023-December 31, 2023):

Positive Transition Services works to respond to the dire needs of the homeless veteran population in Fulton County and metro Atlanta. Aside from providing shelter, the organization works to ensure residents are on a course to recovery and are provided with the tools to build a brighter future away from homelessness. Through its efforts, Positive Transition Services aims to: Have 100% of veteran residents enrolled in medical insurance and provided with the personal documents and credentials needed to start a pathway toward independence. Complete a nursing assessment for every new veteran resident to identify and address existing medical conditions for treatment. Conduct mental health and substance abuse assessments for 100% of new veteran residents to address existing and past trauma and addiction challenges for treatment. Ensure 100% of veteran residents are connected to the medical care needed within 14 to 30 days of referral. Restore family relations for veteran residents within 30 days or less. House a minimum of 18 veteran residents with Fulton County VSP funding in 2023 Provide services to a minimum of 45 Fulton County veteran residents using Fulton County VSP funding in 2023


Agency Defined Performance Measure(s):

ADDITIONAL REQUIREMENTS

Failure to adhere to the terms of this Agreement, in addition to the requirements listed below, may result in one or all of the following; delayed disbursement or total loss of awarded funds, and / or ineligibility to receive an RFP award during the next funding cycle.

1. Contractor agrees to develop, in conjunction with Fulton County, a process of accepting and serving Fulton County residents referred by the Youth and Community Services Division of Fulton County Government.
2. As consideration for the County providing funding and the non-profit entity accepting same, the non-profit entity shall, upon the County's request, participate in County-sponsored events and activities on County property, when feasible. The non-profit agency shall use its best efforts to comply with the County's request provided that it is given at least one week's notice to do so. Failure to participate will be taken into consideration for future funding requested by the non-profit entity.
3. Contractor agrees to allow staff from the Fulton County Department of Community Development to conduct contract compliance site visits as necessary (announced or unannounced).
4. During the site visit, Contractor will be required to allow staff to monitor programming, as well as review client rosters / sign-in sheets and/ or Registration information that should include complete addresses of Fulton County residents served by this funding.
5. Contractor agrees to comply with the Operational Specifications outlined in the 2023 Veterans Services Program RFP 23RFP021323C-MH
6. Contractor agrees that advertising, promotions and other publicity in connection with the supported program(s) shall include the following acknowledgement: **“Funding provided in part by the Fulton County Board of Commissioners under the guidance of the Department of Community Development.”**

Note: If your agency uses logos versus text, you may substitute the language above with the Fulton

County Logo  .

Reporting

It is the Contractor's responsibility to ensure accurate reporting of all information contained in the performance reports. Reports and supportive documentation that consistently include erroneous/inaccurate data may result in a required reimbursement of funding and/or may negatively impact future funding.

6. Contractor will be required to submit completed performance reports (with deadlines of July 28, 2023, and January 12, 2024) to adhere to the requirements outlined in the Performance Report Instructions, as well as the format provided by the Fulton County Department of Community Development. Future funding will be affected if performance reports are not submitted by stipulated due dates.
7. Contractor will be required to provide demographic information concerning the Fulton County residents served, including, but not limited to age, race/ethnicity and gender.
8. Contractor will be required to report the number of UNDUPLICATED/NEW participants directly served through the Veterans Services Program funding. **Please note:** Failure to serve the total number of participants contracted to be served with VSP funding may result in reimbursement of VSP funding to Fulton County. Failure to reimburse the funding requested will result in the ineligibility to receive future funding.
9. Contractor will be required to submit unduplicated client rosters in a spreadsheet format that includes the complete residential addresses of the Fulton County residents served with VSP funding, and

LEDGERS demonstrating how Veterans Services Program funds were expended for the specified reporting period.

Expenditure of Funds

10. Contractor is prohibited from utilizing VSP funds for capital expenditures. (A “capital expenditure” is defined as: any resource not completely consumed during the contract year, i.e. computers, printers, construction, vehicles, cell phones, etc.) Program materials that may be pertinent to the scope of services of a funded program and that aid in contractor meeting contracted program outcomes are excluded from the definition of “capital expenditure” (e.g., children's story books, educational materials, games, puzzles, and flash cards).

11. Veterans Services Program funds must be expended by December 31, 2023. All funds that are not spent by this date must be reimbursed to Fulton County Government within 30 days of written request. A Contractor’s failure to adhere to this requirement will result in one or more of the following: inability to receive future funding from Fulton County, and/or legal action against the agency to recoup funding that are not reimbursed by the deadline.

ARTICLE III - COMPENSATION FOR SERVICES

(a) Fulton County agrees to pay Contractor a maximum sum of **\$59,000.00**.

(b) Upon receipt and approval of Contractor's invoice delineating projected expenditures for the first six months of the contracting period. Upon receipt and approval of said invoice, County shall pay Contractor the first six months of compensation provided for by this Agreement. The Contractor shall provide Fulton County with a second invoice delineating projected expenditures for the remaining six months of the Agreement Term. Upon receipt and approval of said invoice, Fulton County shall pay Contractor the second six months of compensation provided by this Agreement. **A failure by Contractor to submit the invoice for the first and/ or second six months of the contracting period will constitute a breach of this Agreement.**

(c) If through any cause, Contractor shall fail to fulfill its obligation under this Agreement in a timely and proper fashion or in the event that any of the provision or stipulations of this Agreement are violated by Contractor, Fulton County shall thereupon have the right to immediately suspend or terminate this Agreement by serving written notice as defined herein upon Contractor of Fulton County's intent to suspend or terminate this Agreement. If the Agreement is terminated pursuant to this paragraph, Contractor shall be exclusively limited to receiving only the compensation for work performed in a manner satisfactory to Fulton County up to and including the date of the written termination notice.

(d) The Contractor agrees and understands that all expenditures must be consistent with the scope and purpose of this Agreement, and expenditures must be consistent with the guidelines and definitions established in the **Veterans Services Program Request for Proposal ("RFP") 23RFP021323C-MH**, which is hereby incorporated by reference herein and made a part of this agreement. The County reserves the right to approve and reject payment for expenditures which are not consistent with the scope and purpose of this Agreement, and which the County determines are not consistent with the guidelines and definitions established in the Veterans Services Program RFP.

(e) The Contractor agrees and understands that Fulton County has the right to recover funds from Contractor for compensation received, pursuant to subsection (b) above if Contractor fails to perform the services outlined in Article II or does not perform such services to the satisfaction of Fulton County.

ARTICLE IV - RECORD KEEPING

(a) Contractor shall maintain accurate records of the expenditure and disposition of funds, and such records must be in accordance with good accounting practices, and made available for inspection and audit by Fulton County at a time mutually agreeable to parties and upon thirty (30) days' notice to contractor.

(b) All reports and communications, with supportive documentation consistent with contract provisions outlined in Article II, must be provided to Fulton County, in accordance with Article IV.

(c) A performance report, with supportive documentation consistent with provisions of the Agreement outlined in Article II, must be provided to Fulton County no later than **July 28, 2023, for the period January 1, 2023-June 30, 2023; and January 12, 2024, for the period July 1, 2023-December 31, 2023.**

(d) Contractor shall be responsible for sending staff representation to mandatory meetings that will be sponsored by the Fulton County Department of Community Development. Contractor will be notified in advance of said meetings.

(e) All notices, program reports and other communications required to be given under this Contract shall be sufficient if in writing and either delivered via e-mail, personally or sent by postage, prepaid, certified or registered United States mail, return receipt requested, or e-mail addressed as follows:

To Fulton County:

**Youth and Community Services Division
Veterans Services Program
c/o: Grants Administration
hsd.grants@fultoncountyga.gov
137 Peachtree Street, SW
Atlanta, Georgia 30303**

To Contractor:

**Positive Transition Services, Inc.
3645 Marketplace Blvd
Atlanta, Georgia 30344**

The Parties may only modify or update the above-referenced addresses during the term of this Agreement by providing formal notice to the other party of such a change pursuant to the terms of this provision.

(f) Contractor understands and agrees that, upon Fulton County's determination that Contractor is not or has not been in substantial compliance with any term of this Agreement with respect to the performance and provision of services at any single delivery site, Fulton County shall thereupon have the right to immediately suspend or terminate this Agreement upon written notice to Contractor. Contractor further understands and agrees that if Fulton County determines that Contractor is not or has not been in substantial compliance with any term of this Agreement with respect to the performance and provision of services at any single delivery site, Fulton County may request, and the Contractor shall provide, any and all additional reports, records or documentation Fulton County deems necessary to evaluate, assess and/or measure Contractor's overall level of performance under this Agreement, including Contractor's performance at other delivery sites.

ARTICLE V - INDEMNIFICATION

Contractor hereby covenants and agrees to indemnify and hold harmless Fulton County, its Commissioners, officers, and employees from all claims, losses, liabilities, damages, deficiencies, demands, judgments, or costs (including without limitation reasonable attorney's fees and legal expenses) suffered or occurred by such party, whether arising in tort, contract, strict liability or otherwise, including without limitation, personal injury, wrongful death or property damage arising in any way from the actions or omissions of Contractor, its directors, officers, employees, agents, successors and assigns in connection with its acceptance, or the performance, or nonperformance of its obligations under this Agreement; provided, however, that nothing herein shall be construed to preclude the Contractor from bringing suit against the County for breach of the terms of this Agreement.

**ARTICLE VI – TERMINATION OF AGREEMENT FOR COUNTY’S CONVENIENCE AND
FOR CAUSE**

(a) This Agreement is effective on **January 1, 2023**, and shall terminate on **December 31, 2023**, unless earlier terminated in accordance with the provisions of this Agreement. Notwithstanding termination of the Agreement, Contractor is obligated to fulfill all of its obligations, including its reporting requirements.

(b) Notwithstanding the above provisions, Fulton County may terminate this Agreement for convenience, or Fulton County or the Contractor may terminate this Agreement at any time for any reason by giving written notice of the intent to terminate the Agreement thirty (30) days in advance, by certified mail, return receipt requested, with proper postage prepaid, or by hand delivery, to the other party at the physical address provided herein for notice. The termination shall become effective on the thirtieth (30th) day after the date of such written notice unless the parties otherwise agree in writing. If this Agreement is terminated pursuant to this paragraph, Contractor shall be exclusively limited to receiving compensation for the work satisfactorily performed up to and including the effective date of termination.

(c) Fulton County shall have the right to suspend immediately Contractor’s performance hereunder on an emergency basis whenever necessary, in the opinion of Fulton County, to avert a life threatening situation or other sufficiently serious risk.

(d) In the event that this agreement is terminated by Fulton County or Contractor, following the Fulton County’s determination that Contractor is not or has not been in substantial compliance with any provision of this agreement, Contractor agrees that Fulton County shall have the right to request repayment in full of all compensation paid to Contractor pursuant to Article III of this agreement. If Fulton County exercises its right under this subsection, Contractor agrees to and shall repay Fulton County all compensation paid to Contractor pursuant to Article III of this Agreement.

(e) In the event that this agreement is terminated by Fulton County or Contractor, following the Fulton County’s determination that Contractor is not or has not been in substantial compliance with any

provision of this agreement, Contractor agrees that Fulton County shall have the right to terminate this Agreement between Fulton County and Contractor without penalty. Contractor acknowledges and agrees that Fulton County's right to terminate includes, but is not limited to, the right to withhold any and all future compensation due to Contractor pursuant to the terms of any and all other agreements between Fulton County and Contractor.

(f) In the event that this Agreement is terminated by Fulton County or Contractor, following Fulton County's determination that Contractor is not or has not been in substantial compliance with any provision of this Agreement, Contractor agrees that it shall not be eligible to either enter or to apply to enter into future contracts with Fulton County until it has addressed any and all areas of deficiency or non-compliance to Fulton County's satisfaction.

ARTICLE VII - INDEPENDENT CONTRACTOR STATUS

(a) Nothing contained herein shall be deemed to create any relationship other than that of an independent contractor between Fulton County and Contractor. Under no circumstances shall Contractor, its directors, officers, employees, agents, successors or assigns be deemed employees, agents, partners, successors, assigns or legal representatives of Fulton County.

(b) Contractor acknowledges that **Positive Transition Services, Inc.**, its directors, officers, employees, agents and assigns shall have no right of redress pursuant to the Personnel Rules and Regulations of Fulton County.

(c) The Contractor 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 Contractor 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 Contractor shall maintain records pertaining to such taxes as well as payment thereof and shall make the same available to Fulton County at all reasonable times for inspection and copying. The Contractor shall apply for any and all tax exemptions which may be applicable

and shall timely request from Fulton County such documents and information as may be necessary to obtain such tax exemptions. Fulton County shall have no liability to the Contractor for payment of any tax from which it is exempt.

ARTICLE VIII - INSURANCE

Contractor agrees to obtain, maintain and furnish to Fulton County, a Certificate of Insurance (COI) showing the required coverage during the entire term of this Agreement. All insurance limits are listed in the “Insurance and Risk Management Provisions” document, Attachment “A”, with Fulton County, Georgia added as an “Additional Insured”. 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 IX – AMENDMENTS AND MODIFICATIONS TO CONTRACT

(a) This Agreement constitutes the entire agreement between Fulton County and Contractor, and there are no further written or oral agreements with respect thereto, no variations, amendments or modifications of this Agreement, and no waiver of its provisions, shall be valid unless in writing and signed by Fulton County’s and Contractor’s duly authorized representatives and entered into on the minutes of the Fulton County Board of Commissioners meeting.

(b) Modifications or amendments which require a change in compensation level must be approved by the Fulton County Board of Commissioners and Contractor; other modifications, amendments or variations may be agreed to in writing, between the Contractor and the Contract Administrator when the amount of this Agreement and its Term remain unchanged.

ARTICLE X - SUBCONTRACTING

Contractor 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 Fulton County.

ARTICLE XI - ASSIGNABILITY

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

ARTICLE XII - SEVERABILITY OF TERMS

If any part or provision of this Agreement is held invalid the remainder of this Agreement shall not be affected thereby and shall continue in full and effect.

ARTICLE XIII – PRECEDENCE OF AGREEMENT

In the event that any language in the Department of Community Development’s Veterans Services Program RFP is in conflict with the language in this Agreement, this Agreement shall take precedence.

ARTICLE XIV - EQUAL EMPLOYMENT OPPORTUNITY

In accordance with Fulton County Code Sections 102-391 (Equal Opportunity Clause) and 154-3 (Policy of Equal Opportunity): (a): During the performance of this Agreement, the Contractor agrees as follows:

(1) The Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, national origin, or disability. As used herein, the words “shall not discriminate” shall mean and include without limitations the following:

Recruited, whether by advertising or other means; compensated, whether in the form of rates of pay, or other forms of compensation; selected for training, including apprenticeship; promoted; upgraded; demoted, downgraded; transferred; laid off; and terminated.

The Contractor agrees to and shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause.

(2) The Contractor shall in solicitation or advertisement for employees, placed by or on behalf of the Contractor; state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, sexual orientation, national origin, or disability.

(3) The Contractor shall send to each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or workers' representative of the Contractor's commitments under the Equal Opportunity Program of Fulton County and under this Article, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Contractor and its subcontractors, if any, shall file Compliance Reports at reasonable times and intervals with Fulton County in the form and to the extent prescribed by the director. Compliance Reports filed at such times as directed shall contain information as to the employment practices, policies, programs and statistics of the Contractor and its subcontractors.

(5) The Contractor shall include the provisions of paragraphs (1) through (5) of this equal employment opportunity clause and every subcontractor purchase order so that such provision shall be binding upon each subcontractor.

ARTICLE XV - CAPTIONS

The captions are inserted herein only as a matter of convenience and for reference and in no way define, limit, or describe the scope of this Agreement or the intent of the provisions thereof.

ARTICLE XVI - GOVERNING LAW

This Agreement shall be governed in all respects, as to validity, construction, capacity, and performance or otherwise, by the laws of the State of Georgia.

ARTICLE XVII - 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.

[SIGNATURES ON FOLLOWING PAGE]

Attachment A

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:

CONTRACTOR:

FULTON COUNTY, GEORGIA

VENDOR NAME **Positive Transition Services, Inc.**

DocuSigned by:
Robert L. Pitts
BA715B1A26544E7
Robert L. Pitts, Chairman
Fulton County Board of Commissioners

DocuSigned by Name of Signatory: **Bartola Anderson**
Bartola Anderson
6D431076240E4FB...
Title of Signatory: **Director**
Authorized Signature

Please select Attest OR Notary from the checkbox

Attest Notary

ATTEST:

ATTEST:

DocuSigned by:
Tonya R. Grier
EEC476C4837648D...
Tonya R. Grier
Clerk to the Commission

DocuSigned by 2nd Signatory Name: **Christopher Brewer**
Christopher Brewer
B71A1984A42145B...
Title: **Specialist**
Second Authorized Signature

(Affix County Seal)



(Affix Corporate Seal)



APPROVED AS TO FORM:

ATTEST:

DocuSigned by:
David Lowman
0EC92EDADEFB4B8...
Office of the County Attorney

Notary Public

APPROVED AS TO CONTENT:

County: _____

DocuSigned by:
Stanley Wilson
5E4D76DFB4A0450...
Stanley Wilson, Director
Fulton County Department of
Community Development

Commission Expires: _____

(Affix Notary Seal)

Please select RCS or RM from the checkbox

RCS RM

ITEM#: 2023-0351	RCS: 5/17/2023	ITEM#: _____	RM: _____
RECESS MEETING		REGULAR MEETING	



**POSITIVE
TRANSITION
SERVICES, INC.**

June 7, 2023

Fulton County
Community Development
141 Pryor St. SW
Atlanta, GA 30303

To Whom It May Concern:

This letter serves to confirm that Positive Transition Services has less than three employees on staff, meeting the requirements to request a waiver for the Worker's Compensation requirements for the Veterans Services Grant.

This letter also serves to confirm that Positive Transition Services does not transport or use a vehicle in providing services to clients/residents. The organization requests a waiver of the Automobile Insurance requirement for the Veterans Services Grant.

If you would like to connect to learn more about our organization, please feel free to contact me by email (Banderson@ptsga.org) or by phone (678.298.6140). We truly appreciate your time and consideration of our request!

Sincerely,

A handwritten signature in blue ink, appearing to read 'Bartola Anderson', is positioned above the printed name.

Bartola Anderson
Executive Director

Positive Transition Services, Inc.
3645 Campcreek Marketplace Blvd., Suite #130-546, Atlanta, 30344
678.298.6140 (Office) 888.900.9408 (Fax) www.ptsga.org (Web) Banderson@ptsga.org (Email)

STATE OF GEORGIA

COUNTY OF FULTON

FORM F: 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] Positive Transition Services 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.

1147519
EEV/Basic Pilot Program* User Identification Number

Positive Transition Services, Inc.
BY: Authorized Officer of Agent
(Insert Contractor Name)

Director
Title of Authorized Officer or Agent of Contractor

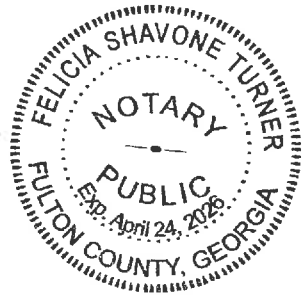
Bartola Anderson
Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this 14th day of March, 2023

Notary Public: Felicia Shavone Turner

County: Fulton

Commission Expires: April 24, 2026



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.

²[Any 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].

STATE OF GEORGIA

COUNTY OF FULTON

FORM G: 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 services³ under a contract with [insert name of prime contractor] Positive Transition Services behalf of Fulton County Government has registered with and is participating in a federal work authorization program^{*,4} in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

1147519
EEV/Basic Pilot Program* User Identification Number

Positive Transition Services, Inc.
BY: Authorized Officer of Agent
(Insert Subcontractor Name)

Director
Title of Authorized Officer or Agent of Subcontractor

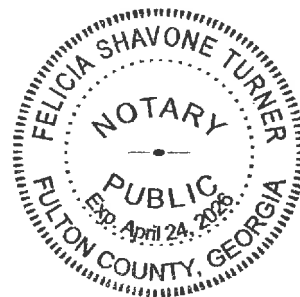
Bartola Anderson
Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this 14th day of March, 2023

Notary Public: Felicia Shavone Turner

County: Fulton

Commission Expires: April 24, 2024



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.

⁴[Any 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].



**FULTON
COUNTY**

CONTRACT DOCUMENTS

FOR

REQUEST FOR PROPOSAL 23RFP021323C-MH

2023 VETERANS SERVICES PROGRAM

FOR

YOUTH AND COMMUNITY SERVICES DIVISION

OF

FULTON COUNTY, GEORGIA

CONTRACT AGREEMENT

THIS AGREEMENT (“Agreement”), entered into this **1st day of January 2023**, by and between **FULTON COUNTY**, Georgia (hereinafter referred to as “Fulton County” or “County”), a political subdivision of the State of Georgia, acting by and through its Community Development Department’s Youth and Community Services Division (“YCS”), and **Community Friendship, Inc.** (hereinafter referred to as “Contractor”), a corporation organized as a nonprofit, tax exempt 501(c) (3) agency, authorized to conduct business within the state of Georgia (hereinafter collectively referred to as the “Parties”).

WITNESSETH

WHEREAS, as part of its official functions, Fulton County is authorized to exercise the power of taxation pursuant to Art. IX, Section IV., Par. I of the Constitution of the State of Georgia of 1983, and to expend such funds raised by the exercise of said powers for public purposes as declared in Art. IX, Section IV., Par. II of the Constitution; and

WHEREAS, Contractor has in its employ personnel, and under its supervision, facilities and resources by which it can render to Fulton County and the citizens thereof certain services authorized by the aforementioned Constitutional provision; and

WHEREAS, Contractor has agreed to render services to the citizens of Fulton County, and the County has appropriated funds for those services; and

WHEREAS, the parties desire to execute a formal agreement for the services to be rendered by Contractor, and said services shall be defined, and consideration to be paid for such services by Fulton County for the successful performance of the services, and shall be enumerated.

The Agreement was approved by the Fulton County Board of Commissioners on **May 17, 2023, BOC#23-0351**.

NOW, THEREFORE, in consideration of the premises, payment of the sum hereinafter set forth and the performance of the services described herein, it is mutually agreed as follows:

INDEX OF ARTICLES

- ARTICLE 1. PARTIES AND TERM**
- ARTICLE 2. SCOPE OF CONTRACTOR'S DUTIES**
- ARTICLE 3. COMPENSATION FOR SERVICES**
- ARTICLE 4. RECORD KEEPING**
- ARTICLE 5. INDEMNIFICATION**
- ARTICLE 6. TERMINATION OF AGREEMENT FOR CAUSE**
- ARTICLE 7. INDEPENDENT CONTRACTOR STATUS**
- ARTICLE 8. INSURANCE**
- ARTICLE 9. AMENDMENTS AND MODIFICATIONS TO AGREEMENT**
- ARTICLE 10. SUBCONTRACTING**
- ARTICLE 11. ASSIGNABILITY**
- ARTICLE 12. SEVERABILITY OF TERMS**
- ARTICLE 13. PRECEDENCE OF AGREEMENT**
- ARTICLE 14. EQUAL EMPLOYMENT OPPORTUNITY**
- ARTICLE 15. CAPTIONS**
- ARTICLE 16. GOVERNING LAW**
- ARTICLE 17. JURISDICTION**

ARTICLE I - PARTIES AND TERM:

(a) Fulton County, through its YCS, retains Contractor, and Contractor accepts retention by Fulton County to render the services as hereinafter defined and required; to perform such services in a manner and to the extent required by the parties herein; and as may be hereafter amended or extended in writing by mutual agreement of the parties.

(b) The Chairperson of the Board of Directors for the Contractor or authorized representative (hereinafter "Board Chair") represents that she/he is authorized to bind and enter into contracts on behalf of Contractor, including this Agreement.

(c) Nothing contained in this Agreement shall be constructed to be a waiver of Fulton County's sovereign immunity or any individual's official or qualified good faith immunity.

(d) This Agreement will remain in effect from **January 1, 2023**, until midnight **December 31, 2023**.

(e) Fulton County shall have the right to suspend immediately Contractor's performance hereunder on an emergency basis under this Agreement whenever necessary, in the sole opinion of Fulton County, to avert a life threatening situation or other sufficiently serious deficiency.

ARTICLE II - SCOPE OF CONTRACTOR'S DUTIES:

Upon execution of this Agreement, the Contractor will provide the following services for Fulton County:

SCOPE OF WORK:

Veterans Services Program (VSP)

VSP Service Category: Homeless and Housing

VSP Funding Priority(ies):

Homelessness: Homelessness and Housing Veterans Homelessness|Homelessness and Housing Veterans Transitional Assistance

Community Friendship, Inc., CFI Homeless to Housing Veterans Program will provide services at the following locations at specified times during the contract period of **01/01/2023** through **12/31/2023**:

Service Delivery Site(s):

YCS Staff paste Service delivery site(s) from WebGrants (Q.9):

Name of Program Site:	Program Location (complete physical address):	Program City	Program State	Program Zip code	Fulton County District of the program (Facility) location:	District(s) of Fulton County Residents Served by the program (facility) location:
Community Friendship, Inc.	85 Renaissance Parkway NE	Atlanta	GA	30308	4	1, 2, 3, 4, 5, 6

Approach and Design:

Community Friendship, Inc., CFI Homeless to Housing Veterans Program will provide services to **34** clients that reside in Fulton County, with VSP funding.

Community Friendship, Inc., CFI Homeless to Housing Veterans Program will provide the following activities and services in Fulton County with VSP funding:

The work that we are committed to through Community Friendship, Inc. (CFI) Homeless to Housing Veterans Program requires a team collaborative to achieve the needed outcomes and met the goals for the organization, but most importantly for those we serve. CFI is able to effectively provide services and programs through collaborative partnerships with many organizations throughout Metropolitan Atlanta and Fulton County. The Program will address the needs of Fulton County Veterans who are living with mental health disabilities and are experiencing homelessness or on the verge of it, through programming that supports and promotes independence and self-sufficiency through the teaching and development of skills such as, interpersonal communications, self-care and personal hygiene, the importance of medication, preparing meals and healthy eating habits. Our collaborative work with the Georgia Department of Behavioral health and Developmental Disabilities (DBHDD), Georgia VA System, Georgia Vocational Rehabilitation Agency, The Shepherd Center, Self-Discovery, LLC., St. Jude's Recovery Center, Inc., Mercy Care, Georgia Mental Health Consumer Network, Homes of Light housing services, Making a Way housing services, as well as Guiding Light 413 housing services to name a few, provides an extensive array of services to Fulton County Veterans. In some cases, we have collaborated with these organizations for more than 25 years to offer extended services that we could not merely do alone. Additionally, CFI serves as one of several Occupational Therapists Practicum designated locations for Georgia State University and Brenau University Occupational Therapy students. Some of these collaborative instances are outlined below: These classes focus on socialization, and rehabilitation that all people have the right to live productive, self-sufficient lives, even those with mental illnesses. Georgia State University Occupational Therapist students continue to provide support and engagement with those we serve virtually as well. All activities continue to assist people with mental health disabilities understand the importance of whole health and wellness and how physical health also affects good mental health. They provided a question and answer session where those who attended were able to engage and ask questions relevant to the topic. Program members have also previously attended the Georgia Mental Health Consumer Network Annual Conference in St. Simons Island, Georgia, over a 3-day period. Conference Workshops included, but not limited to, "Reframing Your Perspective", which focused on the importance of not rushing to judgement of others based on behaviors used to express emotions. Using interactive activities, participants illustrated how people make assumptions based on behaviors without communicating directly with the other person to understand the motivation for the behaviors and how to reframe our perspective to be better supporters. Another conference workshop, "Social Security and Going to Work: What you Need to Know"

provided an overview of the two programs that Social Security administers for people with disabilities: SSI and SSDI. The focus was built on work incentives associated with each program such as the Trial Work period, the PASS plan, and the Ticket to Work. Information was also provided on the two WIPA (Work Incentive Planning and Assistance) Projects that serve Georgians with disabilities. The workshop provided attendees with the tools they need to be able to understand Social Security work incentives and make informed choices about starting or returning to work. CFI also often participates and engages with Veterans through collaborations and events designed specifically for Veterans. In 2022, CFI was able to provide resources and obtain referrals from Veterans during the

VA Walk-and-Roll Suicide and Recovery Resource Fair”, and will also attend the “Green and Jean Resource Fair” on May 19, 2022. Both of these events are sponsored by and through the Atlanta VA-South Fulton County VA Clinic. All Program participants will work toward goals and outcomes, which are designed to meet their needs through an Individualized Recovery Plan (IRP), which is derived through the support of direct service case management Program staff. The assessment of basic needs, personal care and hygiene needs, food and the need for transportation will also be assessed at initial intake into the Program. All immediate needs will be met, to include stability in housing, to include emergency, transitional and/or permanent housing, where availability may to meet the immediate need. Personal choice and supported decision making are key components to all services offered and CFI. We believe participants have the right to make decisions about the direction of their life and recovery process. Supported Decision Making (SDM) is a tool that allows people with disabilities to retain their decision-making capacity by choosing supporters to help them make choices. A person using SDM selects trusted advisors, such as friends, family members, or professionals, to serve as supporters. The supporters agree to help the person with a disability understand, consider, and communicate decisions, giving the person with a disability the tools to make her own, informed, decisions. This is implemented in the CFI Homeless to Housing Program through the dedicated services of staff and professionals who collaborate extensively with CFI as a whole. Services include supports to access benefits counseling; identify vocational skills and interests; and develop and implement a job search plan to obtain competitive employment in an integrated community setting that is based on the individual’s strengths, preferences, abilities, and needs, linkage to Veteran benefits, as well as the linkage to stable housing. The Atlanta Veterans Affairs Health Care System is a valued strategic partner in helping to connect Veterans to the resources available through the Program. Once housing is obtained through the CFI Homeless to Housing Veterans Program, many of the other Program provided at CFI will serve as a beneficial source of support as well. For instance, if referred to the CFI Work Opportunities, Program participants will be providing with the support and tools needed to seek, obtain and keep employment of their choice, if they so choose. Employment Coordinators work hand-in-hand with the participants to identify desired skill trainings that address soft skills. Supported and informed decision making is provided to Program participants by providing information that will aide them in decision making to determine how to reach your maximum economic potential by understanding how work and earnings may affect benefits currently being received. Consistent supports are put in place, as CFI Homeless to Housing Program participants move forward to a life of self-sufficiency. The CFI Homeless to Housing Program will also incorporate added aspects to address Americans with Disabilities Act (ADA) Compliance and Rights, as well as Self Advocacy Supported Decision Making and Financial Wellness to our services. In order for Program participants to obtain housing and needed supports to maintain it and be successful, a person with a psychiatric disability must have the knowledge and tools related to the ADA, self-advocacy, disclosure, and requesting reasonable accommodations. Through interactive workshops developed by the Southeast ADA Center and the Department of Veteran Affairs, participants will be provided information that can be used throughout the Program, as well as thereafter. Proposed topics that would be suitable include: ADA & Employment Overview, Disclosure Decisions and Talking About My Disability, The ADA in an Educational Setting, Advocating for My Rights Under the ADA, and The ADA and Reasonable Accommodations. Each of these topics will serve well while seeking and obtaining housing as well as in community integration aspects. A copy of the 2021 CFI Annual Report is also attached for a total programmatic overview of the services we provide at CFI that will be available to all CFI Homeless to Housing Veterans Program participants.

Designation of VSP Funds:

Based on the awarded amount of **\$50,000.00**, the VSP funds are designated according to the following cost categories: Administrative, Operational, and Direct Services.

- **Administrative Expenses-** VSP Funds that are spent on Executive/Management Staff and Administrative Support Staff salaries, salary fringe and benefits ONLY. (Note: Not more than 5% of grant award can be used for administrative costs. Includes direct and indirect charges for administration of the grant)
- **Operational Expenditures-** VSP funds used to conduct agency/ organizational functions that are secondary to program service delivery such as: office/warehouse lease or mortgage expenses, office supplies (pens, toner, paper, etc.), agency's utility expenses, staff transportation expenses, marketing/catalogues, etc.
- **Direct Service Expenditures-** VSP funds utilized to provide services directly to agency/program participants such as payments made on behalf of participants for rent, utilities, food, shelter, transportation (rentals, gas, and parking, bus drivers, participant's public transportation costs, etc.) , scholarships and day care vouchers, salaries and fringe benefits for direct service personnel (Case Managers, Educators, Subcontractors, etc.), program supplies (educational/instructional materials, paper, pencils, markers, etc.) directly consumed by participants. Program materials that may be pertinent to the scope of services of a funded program and that aid in contractor meeting contracted program outcomes are included in this definition (i.e. children's story books, educational games, puzzles, and flash cards).

The maximum amount of VSP funds allowed for administrative purposes (executive staff salaries and benefits only) is 5% of funds awarded. Throughout the contract period, program expenditures will be monitored (via performance reports) to ensure that funding is utilized as contracted.

YCS Staff paste designation of funding request chart from WebGrants (Q.8)

Cost Category	Designation of VSP Funding Award	Detailed Explanation of how the Funding Award will be Expended
Administrative (5% Admin max of funds awarded.)	\$2,500.00	Funding will be applied to effectively administer the Program
Operational	\$12,500.00	Funding will be applied to Program Operational Expenses
Direct Services	\$35,000.00	Funding will be applied to direct services for a minimum of 34 individuals
Totals	\$50,000.00	

Additional Explanation of Funding Details:

Funds received through the Fulton County VSP Grant will cover a period from January 1, 2023 through December 31, 2023. Funds will be utilized in 3 major categories; Administrative, Operational, and Direct Services. \$2,500 of the \$50,000 grant will be utilized to cover any administrative expenses to include Executive/Management Staff, Administrative Support Staff salaries, salary fringe and benefits. Operational expenses will cover the direct costs of the day-to-day operations of the Program. \$12,500 of the \$50,000 request from Fulton County will be utilized for operational expenses, which total \$15,800. Operational costs

include costs such as marketing materials, utilities, technologies associated with telehealth services, and staff travel for in-person case management and services, professional development of staff, as well as meetings for potential and current housing partners. Direct Program Services expenses utilized through the requested funding is \$35,000, of total expenses of \$94,847. These expenses include Program participant expenses such as payments made on behalf of participants for rent, utilities, food, shelter, transportation (rentals, gas, and parking, bus drivers, participant's public transportation costs, etc.), scholarships and day care vouchers, salaries and fringe benefits for direct service personnel, program supplies directly consumed by participants, as well as Program materials that may be pertinent to the scope of services provided in the CFI Homeless to Housing Program.

Program Performance Measures:

Community Friendship, Inc. agrees to track and report program performance to the Fulton County Department of Community Development.

County Defined Performance Measure(s):

Homelessness: Homelessness Number of potential instances of homelessness prevented|Homelessness Number of individuals placed in Transitional Housing|Homelessness Number of individuals placed in Permanent Supportive Housing|Homelessness Number of individuals whose barriers to self sufficiency are eliminated or reduced paths to self sufficiency created

The following program measures/ Key Performance Indicators (“KPI’s”) will be utilized to track and report program outcomes for the Fulton County residents supported with VSP funding, during the funding period (January 1, 2023-December 31, 2023):

The Performance Measure chosen for the CFI Homeless to Housing Veterans Program is listed below: Homelessness County defined performance measures:- Number of potential instances of homelessness prevented- Number of Veterans placed in Transitional Housing- Number of Veterans placed in Permanent Supportive Housing- Number of Veterans whose barriers to self-sufficiency are eliminated/reduced; paths to self-sufficiency created (Increase in income, access to cash or noncash mainstream benefits). The CFI Homeless to Housing Veterans Program anticipates the following outcomes, which is in alignment with the Fulton County defined performance measures under the Homelessness Category:- Outcome One: 100% of Programs participants will gain knowledge and skills that enhance and promote self-sufficiency through the elimination of barriers through partnership and collaborations of other community partners, as well as other internal CFI programs and services. -Outcome Two: 100% of CFI Homeless to Housing Veterans Program will eliminate housing instability through means of emergency, transitional, permanent, and/or sustainable housing solutions. -Outcome Three: 90% of all Program participants will break personal barriers to self-sufficiency.-Outcome Four: 100% of individuals in the CFI Homeless to Housing Veterans Program, will be provided assistance with employment research or composing resumes, cover letters/assembling portfolios, or assistance with networking or preparation for interviews and interviewing practice or job support, if they so choose. -Outcome Five: 100% of Program participants will create a Whole Health and Wellness Action Plan to promote better management of their mental illnesses.-Outcome Six: 90% of both Program Participants will increase in their quality of life, with less visits to hospitals as a means of mental health disability management. The CFI Homeless to Housing Program measure outcomes through the participation of surveys to all Program participants 2 times during the funding cycle. There is also the completion of a bi-annually Satisfaction Surveys, as well as the fulfillment of and progression of Individual Rehabilitation Plan (IRP) goals. Additionally, Program staff meet with participants regularly to discuss how they are feeling about their own personal growth, abilities and capabilities to manage their mental health disabilities and maintain their housing. Our outcomes demonstrate that with the right support, individuals can build better lives for themselves and their families. Outcomes are reported in the annual Quality Improvement Plan for all Program services offered.

Agency Defined Performance Measure(s):


The CFI Homeless to Housing Program will:-Assist Veteran participants with assessing and developing needed skills to live self-sufficiently and independent.-Assist Veteran participants obtain and maintain employment if they so choose.-Connect Veteran participants to other needed resources and programs that promote self-sufficiency and independence.-Assure that all Veterans participants have and can maintain housing stability.The Fulton County Strategic Priority Area- "Health and Human Services", provides a clear understanding into the work we do at Community Friendship, Inc. The mission of CFI heavily aligns with the overall County Priority Area, which provides a window of opportunity for people with mental health disabilities to become vital and self-sufficient members of the society in which we all are an intricate part. For years, Fulton County has been dedicated and a valued partner to serve our community, by assuring ALL People Are Self-Sufficient. Creating a healthy community depends on three factors: the adoption of healthy behaviors, the availability and quality of the healthcare services, and the physical environment in which individuals and families live, work, and play.

ADDITIONAL REQUIREMENTS

Failure to adhere to the terms of this Agreement, in addition to the requirements listed below, may result in one or all of the following; delayed disbursement or total loss of awarded funds, and / or ineligibility to receive an RFP award during the next funding cycle.

1. Contractor agrees to develop, in conjunction with Fulton County, a process of accepting and serving Fulton County residents referred by the Youth and Community Services Division of Fulton County Government.
2. As consideration for the County providing funding and the non-profit entity accepting same, the non-profit entity shall, upon the County's request, participate in County-sponsored events and activities on County property, when feasible. The non-profit agency shall use its best efforts to comply with the County's request provided that it is given at least one week's notice to do so. Failure to participate will be taken into consideration for future funding requested by the non-profit entity.
3. Contractor agrees to allow staff from the Fulton County Department of Community Development to conduct contract compliance site visits as necessary (announced or unannounced).
4. During the site visit, Contractor will be required to allow staff to monitor programming, as well as review client rosters / sign-in sheets and/ or Registration information that should include complete addresses of Fulton County residents served by this funding.
5. Contractor agrees to comply with the Operational Specifications outlined in the 2023 Veterans Services Program RFP 23RFP021323C-MH
6. Contractor agrees that advertising, promotions and other publicity in connection with the supported program(s) shall include the following acknowledgement: **“Funding provided in part by the Fulton County Board of Commissioners under the guidance of the Department of Community Development.”**

Note: If your agency uses logos versus text, you may substitute the language above with the Fulton

County Logo 

Reporting

It is the Contractor's responsibility to ensure accurate reporting of all information contained in the performance reports. Reports and supportive documentation that consistently include erroneous/inaccurate data may result in a required reimbursement of funding and/or may negatively impact future funding.

6. Contractor will be required to submit completed performance reports (with deadlines of July 28, 2023, and January 12, 2024) to adhere to the requirements outlined in the Performance Report Instructions, as well as the format provided by the Fulton County Department of Community Development. Future funding will be affected if performance reports are not submitted by stipulated due dates.
7. Contractor will be required to provide demographic information concerning the Fulton County residents served, including, but not limited to age, race/ethnicity and gender.
8. Contractor will be required to report the number of UNDUPLICATED/NEW participants directly served through the Veterans Services Program funding. **Please note:** Failure to serve the total number of participants contracted to be served with VSP funding may result in reimbursement of VSP funding to Fulton County. Failure to reimburse the funding requested will result in the ineligibility to receive future funding.
9. Contractor will be required to submit unduplicated client rosters in a spreadsheet format that includes the complete residential addresses of the Fulton County residents served with VSP funding, and

LEDGERS demonstrating how Veterans Services Program funds were expended for the specified reporting period.

Expenditure of Funds

10. Contractor is prohibited from utilizing VSP funds for capital expenditures. (A “capital expenditure” is defined as: any resource not completely consumed during the contract year, i.e. computers, printers, construction, vehicles, cell phones, etc.) Program materials that may be pertinent to the scope of services of a funded program and that aid in contractor meeting contracted program outcomes are excluded from the definition of “capital expenditure” (e.g., children's story books, educational materials, games, puzzles, and flash cards).

11. Veterans Services Program funds must be expended by December 31, 2023. All funds that are not spent by this date must be reimbursed to Fulton County Government within 30 days of written request. A Contractor’s failure to adhere to this requirement will result in one or more of the following: inability to receive future funding from Fulton County, and/or legal action against the agency to recoup funding that are not reimbursed by the deadline.

ARTICLE III - COMPENSATION FOR SERVICES

(a) Fulton County agrees to pay Contractor a maximum sum of **\$50,000.00**.

(b) Upon receipt and approval of Contractor's invoice delineating projected expenditures for the first six months of the contracting period. Upon receipt and approval of said invoice, County shall pay Contractor the first six months of compensation provided for by this Agreement. The Contractor shall provide Fulton County with a second invoice delineating projected expenditures for the remaining six months of the Agreement Term. Upon receipt and approval of said invoice, Fulton County shall pay Contractor the second six months of compensation provided by this Agreement. **A failure by Contractor to submit the invoice for the first and/ or second six months of the contracting period will constitute a breach of this Agreement.**

(c) If through any cause, Contractor shall fail to fulfill its obligation under this Agreement in a timely and proper fashion or in the event that any of the provision or stipulations of this Agreement are violated by Contractor, Fulton County shall thereupon have the right to immediately suspend or terminate this Agreement by serving written notice as defined herein upon Contractor of Fulton County's intent to suspend or terminate this Agreement. If the Agreement is terminated pursuant to this paragraph, Contractor shall be exclusively limited to receiving only the compensation for work performed in a manner satisfactory to Fulton County up to and including the date of the written termination notice.

(d) The Contractor agrees and understands that all expenditures must be consistent with the scope and purpose of this Agreement, and expenditures must be consistent with the guidelines and definitions established in the **Veterans Services Program Request for Proposal ("RFP") 23RFP021323C-MH**, which is hereby incorporated by reference herein and made a part of this agreement. The County reserves the right to approve and reject payment for expenditures which are not consistent with the scope and purpose of this Agreement, and which the County determines are not consistent with the guidelines and definitions established in the Veterans Services Program RFP.

(e) The Contractor agrees and understands that Fulton County has the right to recover funds from Contractor for compensation received, pursuant to subsection (b) above if Contractor fails to perform the services outlined in Article II or does not perform such services to the satisfaction of Fulton County.

ARTICLE IV - RECORD KEEPING

(a) Contractor shall maintain accurate records of the expenditure and disposition of funds, and such records must be in accordance with good accounting practices, and made available for inspection and audit by Fulton County at a time mutually agreeable to parties and upon thirty (30) days' notice to contractor.

(b) All reports and communications, with supportive documentation consistent with contract provisions outlined in Article II, must be provided to Fulton County, in accordance with Article IV.

(c) A performance report, with supportive documentation consistent with provisions of the Agreement outlined in Article II, must be provided to Fulton County no later than **July 28, 2023, for the period January 1, 2023-June 30, 2023; and January 12, 2024, for the period July 1, 2023-December 31, 2023.**

(d) Contractor shall be responsible for sending staff representation to mandatory meetings that will be sponsored by the Fulton County Department of Community Development. Contractor will be notified in advance of said meetings.

(e) All notices, program reports and other communications required to be given under this Contract shall be sufficient if in writing and either delivered via e-mail, personally or sent by postage, prepaid, certified or registered United States mail, return receipt requested, or e-mail addressed as follows:

To Fulton County:

**Youth and Community Services Division
Veterans Services Program
c/o: Grants Administration
hsd.grants@fultoncountyga.gov
137 Peachtree Street, SW
Atlanta, Georgia 30303**

To Contractor:

**Community Friendship, Inc.
85 Renaissance Parkway
Atlanta, Georgia 30308**

The Parties may only modify or update the above-referenced addresses during the term of this Agreement by providing formal notice to the other party of such a change pursuant to the terms of this provision.

(f) Contractor understands and agrees that, upon Fulton County's determination that Contractor is not or has not been in substantial compliance with any term of this Agreement with respect to the performance and provision of services at any single delivery site, Fulton County shall thereupon have the right to immediately suspend or terminate this Agreement upon written notice to Contractor. Contractor further understands and agrees that if Fulton County determines that Contractor is not or has not been in substantial compliance with any term of this Agreement with respect to the performance and provision of services at any single delivery site, Fulton County may request, and the Contractor shall provide, any and all additional reports, records or documentation Fulton County deems necessary to evaluate, assess and/or measure Contractor's overall level of performance under this Agreement, including Contractor's performance at other delivery sites.

ARTICLE V - INDEMNIFICATION

Contractor hereby covenants and agrees to indemnify and hold harmless Fulton County, its Commissioners, officers, and employees from all claims, losses, liabilities, damages, deficiencies, demands, judgments, or costs (including without limitation reasonable attorney's fees and legal expenses) suffered or occurred by such party, whether arising in tort, contract, strict liability or otherwise, including without limitation, personal injury, wrongful death or property damage arising in any way from the actions or omissions of Contractor, its directors, officers, employees, agents, successors and assigns in connection with its acceptance, or the performance, or nonperformance of its obligations under this Agreement; provided, however, that nothing herein shall be construed to preclude the Contractor from bringing suit against the County for breach of the terms of this Agreement.

**ARTICLE VI – TERMINATION OF AGREEMENT FOR COUNTY’S CONVENIENCE AND
FOR CAUSE**

(a) This Agreement is effective on **January 1, 2023**, and shall terminate on **December 31, 2023**, unless earlier terminated in accordance with the provisions of this Agreement. Notwithstanding termination of the Agreement, Contractor is obligated to fulfill all of its obligations, including its reporting requirements.

(b) Notwithstanding the above provisions, Fulton County may terminate this Agreement for convenience, or Fulton County or the Contractor may terminate this Agreement at any time for any reason by giving written notice of the intent to terminate the Agreement thirty (30) days in advance, by certified mail, return receipt requested, with proper postage prepaid, or by hand delivery, to the other party at the physical address provided herein for notice. The termination shall become effective on the thirtieth (30th) day after the date of such written notice unless the parties otherwise agree in writing. If this Agreement is terminated pursuant to this paragraph, Contractor shall be exclusively limited to receiving compensation for the work satisfactorily performed up to and including the effective date of termination.

(c) Fulton County shall have the right to suspend immediately Contractor’s performance hereunder on an emergency basis whenever necessary, in the opinion of Fulton County, to avert a life threatening situation or other sufficiently serious risk.

(d) In the event that this agreement is terminated by Fulton County or Contractor, following the Fulton County’s determination that Contractor is not or has not been in substantial compliance with any provision of this agreement, Contractor agrees that Fulton County shall have the right to request repayment in full of all compensation paid to Contractor pursuant to Article III of this agreement. If Fulton County exercises its right under this subsection, Contractor agrees to and shall repay Fulton County all compensation paid to Contractor pursuant to Article III of this Agreement.

(e) In the event that this agreement is terminated by Fulton County or Contractor, following the Fulton County’s determination that Contractor is not or has not been in substantial compliance with any

provision of this agreement, Contractor agrees that Fulton County shall have the right to terminate this Agreement between Fulton County and Contractor without penalty. Contractor acknowledges and agrees that Fulton County's right to terminate includes, but is not limited to, the right to withhold any and all future compensation due to Contractor pursuant to the terms of any and all other agreements between Fulton County and Contractor.

(f) In the event that this Agreement is terminated by Fulton County or Contractor, following Fulton County's determination that Contractor is not or has not been in substantial compliance with any provision of this Agreement, Contractor agrees that it shall not be eligible to either enter or to apply to enter into future contracts with Fulton County until it has addressed any and all areas of deficiency or non-compliance to Fulton County's satisfaction.

ARTICLE VII - INDEPENDENT CONTRACTOR STATUS

(a) Nothing contained herein shall be deemed to create any relationship other than that of an independent contractor between Fulton County and Contractor. Under no circumstances shall Contractor, its directors, officers, employees, agents, successors or assigns be deemed employees, agents, partners, successors, assigns or legal representatives of Fulton County.

(b) Contractor acknowledges that **Community Friendship, Inc.**, its directors, officers, employees, agents and assigns shall have no right of redress pursuant to the Personnel Rules and Regulations of Fulton County.

(c) The Contractor 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 Contractor 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 Contractor shall maintain records pertaining to such taxes as well as payment thereof and shall make the same available to Fulton County at all reasonable times for inspection and copying. The Contractor shall apply for any and all tax exemptions which may be applicable

and shall timely request from Fulton County such documents and information as may be necessary to obtain such tax exemptions. Fulton County shall have no liability to the Contractor for payment of any tax from which it is exempt.

ARTICLE VIII - INSURANCE

Contractor agrees to obtain, maintain and furnish to Fulton County, a Certificate of Insurance (COI) showing the required coverage during the entire term of this Agreement. All insurance limits are listed in the “Insurance and Risk Management Provisions” document, Attachment “A”, with Fulton County, Georgia added as an “Additional Insured”. 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 IX – AMENDMENTS AND MODIFICATIONS TO CONTRACT

(a) This Agreement constitutes the entire agreement between Fulton County and Contractor, and there are no further written or oral agreements with respect thereto, no variations, amendments or modifications of this Agreement, and no waiver of its provisions, shall be valid unless in writing and signed by Fulton County’s and Contractor’s duly authorized representatives and entered into on the minutes of the Fulton County Board of Commissioners meeting.

(b) Modifications or amendments which require a change in compensation level must be approved by the Fulton County Board of Commissioners and Contractor; other modifications, amendments or variations may be agreed to in writing, between the Contractor and the Contract Administrator when the amount of this Agreement and its Term remain unchanged.

ARTICLE X - SUBCONTRACTING

Contractor 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 Fulton County.

ARTICLE XI - ASSIGNABILITY

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

ARTICLE XII - SEVERABILITY OF TERMS

If any part or provision of this Agreement is held invalid the remainder of this Agreement shall not be affected thereby and shall continue in full and effect.

ARTICLE XIII – PRECEDENCE OF AGREEMENT

In the event that any language in the Department of Community Development’s Veterans Services Program RFP is in conflict with the language in this Agreement, this Agreement shall take precedence.

ARTICLE XIV - EQUAL EMPLOYMENT OPPORTUNITY

In accordance with Fulton County Code Sections 102-391 (Equal Opportunity Clause) and 154-3 (Policy of Equal Opportunity): (a): During the performance of this Agreement, the Contractor agrees as follows:

(1) The Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, national origin, or disability. As used herein, the words “shall not discriminate” shall mean and include without limitations the following:

Recruited, whether by advertising or other means; compensated, whether in the form of rates of pay, or other forms of compensation; selected for training, including apprenticeship; promoted; upgraded; demoted, downgraded; transferred; laid off; and terminated.

The Contractor agrees to and shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause.

(2) The Contractor shall in solicitation or advertisement for employees, placed by or on behalf of the Contractor; state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, sexual orientation, national origin, or disability.

(3) The Contractor shall send to each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or workers' representative of the Contractor's commitments under the Equal Opportunity Program of Fulton County and under this Article, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Contractor and its subcontractors, if any, shall file Compliance Reports at reasonable times and intervals with Fulton County in the form and to the extent prescribed by the director. Compliance Reports filed at such times as directed shall contain information as to the employment practices, policies, programs and statistics of the Contractor and its subcontractors.

(5) The Contractor shall include the provisions of paragraphs (1) through (5) of this equal employment opportunity clause and every subcontractor purchase order so that such provision shall be binding upon each subcontractor.

ARTICLE XV - CAPTIONS

The captions are inserted herein only as a matter of convenience and for reference and in no way define, limit, or describe the scope of this Agreement or the intent of the provisions thereof.

ARTICLE XVI - GOVERNING LAW

This Agreement shall be governed in all respects, as to validity, construction, capacity, and performance or otherwise, by the laws of the State of Georgia.

ARTICLE XVII - 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.

[SIGNATURES ON FOLLOWING PAGE]

Attachment A

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:

CONTRACTOR:

FULTON COUNTY, GEORGIA

VENDOR NAME **Community Friendship, Inc.**

DocuSigned by:
Robert L. Pitts
BA715B1A26544E7
Robert L. Pitts, Chairman
Fulton County Board of Commissioners

DocuSigned by Name of Signatory: **Emily Thompson**
Emily Thompson
0A546CE9DF764DB... Signatory: **President and CEO**
Authorized Signature

Please select Attest OR Notary from the checkbox

Attest Notary

ATTEST:

ATTEST:

DocuSigned by:
Tonya R. Grier
EEC476C4837648D...
Tonya R. Grier
Clerk to the Commission

DocuSigned by 2nd Signatory Name: **Debbie Y. Henderson**
Debbie Henderson
E52B7748C7684E9... Signatory Title: **CFO**
Second Authorized Signature

(Affix County Seal)



(Affix Corporate Seal)



APPROVED AS TO FORM:

ATTEST:

DocuSigned by:
David Lowman
0EC92EDADEFB4B8...
Office of the County Attorney

Notary Public

APPROVED AS TO CONTENT:

County: _____

DocuSigned by:
Stanley Wilson
5E4D76DFB4A0450...
Stanley Wilson, Director
Fulton County Department of
Community Development

Commission Expires: _____

(Affix Notary Seal)

Please select RCS or RM from the checkbox

RCS **RM**

ITEM#: 2023-0351	RCS: 5/17/2023	ITEM#: _____	RM: _____
RECESS MEETING		REGULAR MEETING	



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/12/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Sterling Seacrest Pritchard, Inc. 2500 Cumberland Pkwy Suite 400 Atlanta GA 30339	CONTACT NAME: Chris Hecht PHONE (A/C. No. Ext): 678-424-6500 FAX (A/C. No): E-MAIL ADDRESS: checht@sspins.com
INSURED Community Friendship Inc. 85 Renaissance Pkwy Atlanta GA 30308-2311	INSURER(S) AFFORDING COVERAGE NAIC # INSURER A : Berkley National Insurance Company 38911 INSURER B : Summit Specialty Insurance Company INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 1985899204 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	HHS8525010 - 17	3/11/2023	3/11/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 Professional/E&O \$ 3,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	HHS8525010 - 17	3/11/2023	3/11/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			HHS8525010 - 17	3/11/2023	3/11/2024	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	0196-56910-0000	1/1/2023	1/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: CSP Grant Fulton County is included as Additional Insured as respects the General Liability policy referenced herein as required by contract.;

CERTIFICATE HOLDER Fulton County Government 141 Pryor St SW Atlanta GA 30308 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	--

STATE OF GEORGIA

COUNTY OF FULTON

FORM F: 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] Community Friendship, Inc. 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.

1175173
EEV/Basic Pilot Program* User Identification Number
Community Friendship, Inc./Debbie Henderson

BY: Authorized Officer of Agent
(Insert Contractor Name)
Community Friendship, Inc. CFO

Title of Authorized Officer or Agent of Contractor
Debbie Henderson

Printed Name of Authorized Officer or Agent

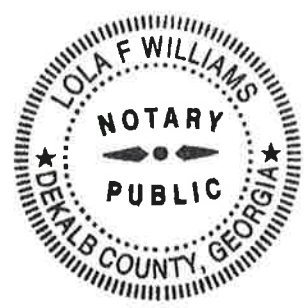
Sworn to and subscribed before me this 17th day of March, 2023

Notary Public: Lola F. Williams

County: DeKalb

Commission Expires: _____

Lola F Williams
NOTARY PUBLIC
DeKalb County, GEORGIA
My Commission Expires 02/28/2024



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.

²*[Any 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].

STATE OF GEORGIA

COUNTY OF FULTON

FORM G: 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 services³ under a contract with **[insert name of prime contractor]** Community Friendship, Inc. behalf of Fulton County **Government** has registered with and is participating in a federal work authorization program*,⁴ in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

1175173

EEV/Basic Pilot Program* User Identification Number

Community Friendship, Inc./Debbie Henderson

BY: Authorized Officer of Agent
(Insert Subcontractor Name)

Community Friendship, Inc. CFO

Title of Authorized Officer or Agent of Subcontractor

Debbie Henderson

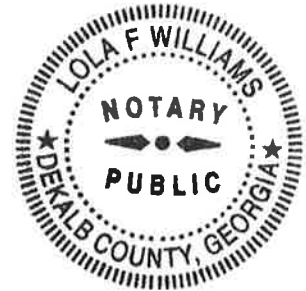
Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this 17th day of March, 2023

Notary Public: Lola F. Williams

County: DeKalb

Commission Expires: Lola F Williams
NOTARY PUBLIC
DeKalb County, GEORGIA
My Commission Expires 02/28/2024



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.

⁴*[Any 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].



**FULTON
COUNTY**

CONTRACT DOCUMENTS

FOR

REQUEST FOR PROPOSAL 23RFP021323C-MH

2023 VETERANS SERVICES PROGRAM

FOR

YOUTH AND COMMUNITY SERVICES DIVISION

OF

FULTON COUNTY, GEORGIA

CONTRACT AGREEMENT

THIS AGREEMENT (“Agreement”), entered into this **1st day of January 2023**, by and between **FULTON COUNTY**, Georgia (hereinafter referred to as “Fulton County” or “County”), a political subdivision of the State of Georgia, acting by and through its Community Development Department’s Youth and Community Services Division (“YCS”), and **U Hope CDC, Inc.** (hereinafter referred to as “Contractor”), a corporation organized as a nonprofit, tax exempt 501(c) (3) agency, authorized to conduct business within the state of Georgia (hereinafter collectively referred to as the “Parties”).

WITNESSETH

WHEREAS, as part of its official functions, Fulton County is authorized to exercise the power of taxation pursuant to Art. IX, Section IV., Par. I of the Constitution of the State of Georgia of 1983, and to expend such funds raised by the exercise of said powers for public purposes as declared in Art. IX, Section IV., Par. II of the Constitution; and

WHEREAS, Contractor has in its employ personnel, and under its supervision, facilities and resources by which it can render to Fulton County and the citizens thereof certain services authorized by the aforementioned Constitutional provision; and

WHEREAS, Contractor has agreed to render services to the citizens of Fulton County, and the County has appropriated funds for those services; and

WHEREAS, the parties desire to execute a formal agreement for the services to be rendered by Contractor, and said services shall be defined, and consideration to be paid for such services by Fulton County for the successful performance of the services, and shall be enumerated.

The Agreement was approved by the Fulton County Board of Commissioners on **May 17, 2023, BOC#23-0351**.

NOW, THEREFORE, in consideration of the premises, payment of the sum hereinafter set forth and the performance of the services described herein, it is mutually agreed as follows:

INDEX OF ARTICLES

- ARTICLE 1. **PARTIES AND TERM**
- ARTICLE 2. **SCOPE OF CONTRACTOR'S DUTIES**
- ARTICLE 3. **COMPENSATION FOR SERVICES**
- ARTICLE 4. **RECORD KEEPING**
- ARTICLE 5. **INDEMNIFICATION**
- ARTICLE 6. **TERMINATION OF AGREEMENT FOR CAUSE**
- ARTICLE 7. **INDEPENDENT CONTRACTOR STATUS**
- ARTICLE 8. **INSURANCE**
- ARTICLE 9. **AMENDMENTS AND MODIFICATIONS TO AGREEMENT**
- ARTICLE 10. **SUBCONTRACTING**
- ARTICLE 11. **ASSIGNABILITY**
- ARTICLE 12. **SEVERABILITY OF TERMS**
- ARTICLE 13. **PRECEDENCE OF AGREEMENT**
- ARTICLE 14. **EQUAL EMPLOYMENT OPPORTUNITY**
- ARTICLE 15. **CAPTIONS**
- ARTICLE 16. **GOVERNING LAW**
- ARTICLE 17. **JURISDICTION**

ARTICLE I - PARTIES AND TERM:

(a) Fulton County, through its YCS, retains Contractor, and Contractor accepts retention by Fulton County to render the services as hereinafter defined and required; to perform such services in a manner and to the extent required by the parties herein; and as may be hereafter amended or extended in writing by mutual agreement of the parties.

(b) The Chairperson of the Board of Directors for the Contractor or authorized representative (hereinafter “Board Chair”) represents that she/he is authorized to bind and enter into contracts on behalf of Contractor, including this Agreement.

(c) Nothing contained in this Agreement shall be constructed to be a waiver of Fulton County’s sovereign immunity or any individual’s official or qualified good faith immunity.

(d) This Agreement will remain in effect from **January 1, 2023**, until midnight **December 31, 2023**.

(e) Fulton County shall have the right to suspend immediately Contractor’s performance hereunder on an emergency basis under this Agreement whenever necessary, in the sole opinion of Fulton County, to avert a life threatening situation or other sufficiently serious deficiency.

ARTICLE II - SCOPE OF CONTRACTOR’S DUTIES:

Upon execution of this Agreement, the Contractor will provide the following services for Fulton County:

SCOPE OF WORK:

Veterans Services Program (VSP)

VSP Service Category: Homeless and Housing

VSP Funding Priority(ies):

Homelessness: Homelessness and Housing Veterans Homelessness|Homelessness and Housing Veterans Transitional Assistance

U Hope CDC, Inc., U Hope Veterans Transitional Housing Program will provide services at the following locations at specified times during the contract period of **01/01/2023** through **12/31/2023**:

Service Delivery Site(s):

YCS Staff paste Service delivery site(s) from WebGrants (Q.9):

Name of Program Site:	Program Location (complete physical address):	Program City	Program State	Program Zip code	Fulton County District of the program (Facility) location:	District(s) of Fulton County Residents Served by the program (facility) location:
U Hope Veterans Transitional Housing Program	8133 Colquitt Road	Sandy Springs	Georgia	30350	2	1, 2, 3

Approach and Design:

U Hope CDC, Inc., U Hope Veterans Transitional Housing Program will provide services to **10** clients that reside in Fulton County, with VSP funding.

U Hope CDC, Inc., U Hope Veterans Transitional Housing Program will provide the following activities and services in Fulton County with VSP funding:

U Hope Veterans Transitional Housing Program operates 24/7. Admission into the program occurs either through direct referral from CE, or agency outreach in coordination with CE. The HMIS (ClientTrack) is updated to reflect the admission into the program, and related services. The client receives a facility orientation, bed/personal space assignment, meal schedule, personal hygiene kits, (toothbrush/paste, nail clippers, soap, lotion), and an appointment to meet with the case manager within the next 48 hours to discuss initial needs/service plan and timelines. The outcome of these initial conversations will inform the client's specific choice and eligibility for needed services, i.e., physical/mental health, academic/vocational training, job placement assistance, cash/noncash mainstream benefits and permanent supportive housing. We maintain informational relationships with the following agencies located in our immediate community: North Fulton County Coordinated Entry, North Fulton Grady Health Services Clinic (physical/mental), North Fulton WorkSource, North Fulton Department of Family and Children Services, and the Social Security and Veterans Administration.

Designation of VSP Funds:

Based on the awarded amount of **\$90,000.00**, the VSP funds are designated according to the following cost categories: Administrative, Operational, and Direct Services.

- **Administrative Expenses-** VSP Funds that are spent on Executive/Management Staff and Administrative Support Staff salaries, salary fringe and benefits ONLY. (Note: Not more than 5% of grant award can be used for administrative costs. Includes direct and indirect charges for administration of the grant)
- **Operational Expenditures-** VSP funds used to conduct agency/ organizational functions that are secondary to program service delivery such as: office/warehouse lease or mortgage expenses, office supplies (pens, toner, paper, etc.), agency's utility expenses, staff transportation expenses, marketing/catalogues, etc.
- **Direct Service Expenditures-** VSP funds utilized to provide services directly to agency/program participants such as payments made on behalf of participants for rent, utilities, food, shelter, transportation (rentals, gas, and parking, bus drivers, participant's public transportation costs, etc.) , scholarships and day care vouchers, salaries and fringe benefits for direct service personnel (Case Managers, Educators, Subcontractors, etc.), program supplies (educational/instructional materials, paper, pencils, markers, etc.) directly consumed by participants. Program materials that may be pertinent to the scope of services of a funded program and that aid in contractor meeting contracted program outcomes are included in this definition (i.e. children's story books, educational games, puzzles, and flash cards).

The maximum amount of VSP funds allowed for administrative purposes (executive staff salaries and benefits only) is 5% of funds awarded. Throughout the contract period, program expenditures will be monitored (via performance reports) to ensure that funding is utilized as contracted.

YCS Staff paste designation of funding request chart from WebGrants (Q.8)

Cost Category	Designation of VSP Funding Award	Detailed Explanation of how the Funding Award will be Expended
Administrative (5% Admin max of funds awarded.)	\$4,500.00	see below 8a
Operational	\$5,640.00	see below 8a
Direct Services	\$79,860.00	see below 8a
Totals	\$90,000.00	

Additional Explanation of Funding Details:

Adm - 1. \$4,500 - % of Executive Director's salary

Oper: 1. Insurance (270/mo x 12 mos)= \$3,240
 2. Supplies (copy paper, print cartridge, pens/files, etc)
 (\$200/mo x 12 mos) = \$2,400

Dir Ser: 1. facility rent (\$2,600/mo x 1 2 mos.) = \$31,200

2. facility Utilities - Gas, water, power ($\$400/\text{mo} \times 12\text{mos.}$) = \$4,800.
3. Furniture 7(beds/bedding, storage lockers, din, tables) = 5,250
4. Marta Cards ($\$55 \times 7 \times 12 \text{ mos}$)= \$4,620
5. Housing Assistant ($\$1,146/\text{mo} \times 12 \text{ mos}$)= \$13,750
6. Case Manager ($\$1,687/\text{mo} \times 12 \text{ mos}$) = \$20,240

Program Performance Measures:

U Hope CDC, Inc. agrees to track and report program performance to the Fulton County Department of Community Development.

County Defined Performance Measure(s):

Homelessness: Homelessness Number of individuals placed in Transitional Housing|Homelessness Number of individuals whose barriers to self sufficiency are eliminated or reduced paths to self sufficiency created

The following program measures/ Key Performance Indicators (“KPI’s”) will be utilized to track and report program outcomes for the Fulton County residents supported with VSP funding, during the funding period (January 1, 2023-December 31, 2023):

Admission into U Hope Veterans Transitional Housing occurs either through direct referral from CE or in coordination with CE. The HMIS (ClientTrack) is updated to reflect the admission into the program, and related services. The client receives a facility orientation, bed/personal space assignment, meal schedule, personal hygiene kits, (toothbrush/paste, nail clippers, soap, lotion), and an appointment to meet with the case manager within the next 24 hours to discuss initial needs/service plan and timelines. The outcome of these initial conversations will inform the client's specific choice and eligibility for needed services, i.e., physical/mental health, academic /vocational training, job placement assistance, cash/noncash mainstream benefits, and permanent supportive housing. We maintain informational relationships with the following agencies located in our immediate community: North Fulton County Coordinated Entry, North Fulton Grady Health Services Clinic (physical/mental), North Fulton WorkSource, North Fulton Department of Family and Children Services, and the Social Security and Veterans Administration.

Agency Defined Performance Measure(s):


Number of individuals placed in Transitional Housing|Number of individuals whose barriers to self-sufficiency are eliminated/ reduced; paths to self-sufficiency created (Increase in income, access to case or noncash mainstream benefits).

ADDITIONAL REQUIREMENTS

Failure to adhere to the terms of this Agreement, in addition to the requirements listed below, may result in one or all of the following; delayed disbursement or total loss of awarded funds, and / or ineligibility to receive an RFP award during the next funding cycle.

1. Contractor agrees to develop, in conjunction with Fulton County, a process of accepting and serving Fulton County residents referred by the Youth and Community Services Division of Fulton County Government.
2. As consideration for the County providing funding and the non-profit entity accepting same, the non-profit entity shall, upon the County's request, participate in County-sponsored events and activities on County property, when feasible. The non-profit agency shall use its best efforts to comply with the County's request provided that it is given at least one week's notice to do so. Failure to participate will be taken into consideration for future funding requested by the non-profit entity.
3. Contractor agrees to allow staff from the Fulton County Department of Community Development to conduct contract compliance site visits as necessary (announced or unannounced).
4. During the site visit, Contractor will be required to allow staff to monitor programming, as well as review client rosters / sign-in sheets and/ or Registration information that should include complete addresses of Fulton County residents served by this funding.
5. Contractor agrees to comply with the Operational Specifications outlined in the 2023 Veterans Services Program RFP 23RFP021323C-MH
6. Contractor agrees that advertising, promotions and other publicity in connection with the supported program(s) shall include the following acknowledgement: **“Funding provided in part by the Fulton County Board of Commissioners under the guidance of the Department of Community Development.”**

Note: If your agency uses logos versus text, you may substitute the language above with the Fulton

County Logo  .

Reporting

It is the Contractor's responsibility to ensure accurate reporting of all information contained in the performance reports. Reports and supportive documentation that consistently include erroneous/inaccurate data may result in a required reimbursement of funding and/or may negatively impact future funding.

6. Contractor will be required to submit completed performance reports (with deadlines of July 28, 2023, and January 12, 2024) to adhere to the requirements outlined in the Performance Report Instructions, as well as the format provided by the Fulton County Department of Community Development. Future funding will be affected if performance reports are not submitted by stipulated due dates.
7. Contractor will be required to provide demographic information concerning the Fulton County residents served, including, but not limited to age, race/ethnicity and gender.
8. Contractor will be required to report the number of UNDUPLICATED/NEW participants directly served through the Veterans Services Program funding. **Please note:** Failure to serve the total number of participants contracted to be served with VSP funding may result in reimbursement of VSP funding to Fulton County. Failure to reimburse the funding requested will result in the ineligibility to receive future funding.
9. Contractor will be required to submit unduplicated client rosters in a spreadsheet format that includes the complete residential addresses of the Fulton County residents served with VSP funding, and

LEDGERS demonstrating how Veterans Services Program funds were expended for the specified reporting period.

Expenditure of Funds

10. Contractor is prohibited from utilizing VSP funds for capital expenditures. (A “capital expenditure” is defined as: any resource not completely consumed during the contract year, i.e. computers, printers, construction, vehicles, cell phones, etc.) Program materials that may be pertinent to the scope of services of a funded program and that aid in contractor meeting contracted program outcomes are excluded from the definition of “capital expenditure” (e.g., children's story books, educational materials, games, puzzles, and flash cards).

11. Veterans Services Program funds must be expended by December 31, 2023. All funds that are not spent by this date must be reimbursed to Fulton County Government within 30 days of written request. A Contractor’s failure to adhere to this requirement will result in one or more of the following: inability to receive future funding from Fulton County, and/or legal action against the agency to recoup funding that are not reimbursed by the deadline.

ARTICLE III - COMPENSATION FOR SERVICES

(a) Fulton County agrees to pay Contractor a maximum sum of **\$90,000.00**.

(b) Upon receipt and approval of Contractor's invoice delineating projected expenditures for the first six months of the contracting period. Upon receipt and approval of said invoice, County shall pay Contractor the first six months of compensation provided for by this Agreement. The Contractor shall provide Fulton County with a second invoice delineating projected expenditures for the remaining six months of the Agreement Term. Upon receipt and approval of said invoice, Fulton County shall pay Contractor the second six months of compensation provided by this Agreement. **A failure by Contractor to submit the invoice for the first and/ or second six months of the contracting period will constitute a breach of this Agreement.**

(c) If through any cause, Contractor shall fail to fulfill its obligation under this Agreement in a timely and proper fashion or in the event that any of the provision or stipulations of this Agreement are violated by Contractor, Fulton County shall thereupon have the right to immediately suspend or terminate this Agreement by serving written notice as defined herein upon Contractor of Fulton County's intent to suspend or terminate this Agreement. If the Agreement is terminated pursuant to this paragraph, Contractor shall be exclusively limited to receiving only the compensation for work performed in a manner satisfactory to Fulton County up to and including the date of the written termination notice.

(d) The Contractor agrees and understands that all expenditures must be consistent with the scope and purpose of this Agreement, and expenditures must be consistent with the guidelines and definitions established in the **Veterans Services Program Request for Proposal ("RFP") 23RFP021323C-MH**, which is hereby incorporated by reference herein and made a part of this agreement. The County reserves the right to approve and reject payment for expenditures which are not consistent with the scope and purpose of this Agreement, and which the County determines are not consistent with the guidelines and definitions established in the Veterans Services Program RFP.

(e) The Contractor agrees and understands that Fulton County has the right to recover funds from Contractor for compensation received, pursuant to subsection (b) above if Contractor fails to perform the services outlined in Article II or does not perform such services to the satisfaction of Fulton County.

ARTICLE IV - RECORD KEEPING

(a) Contractor shall maintain accurate records of the expenditure and disposition of funds, and such records must be in accordance with good accounting practices, and made available for inspection and audit by Fulton County at a time mutually agreeable to parties and upon thirty (30) days' notice to contractor.

(b) All reports and communications, with supportive documentation consistent with contract provisions outlined in Article II, must be provided to Fulton County, in accordance with Article IV.

(c) A performance report, with supportive documentation consistent with provisions of the Agreement outlined in Article II, must be provided to Fulton County no later than **July 28, 2023, for the period January 1, 2023-June 30, 2023; and January 12, 2024, for the period July 1, 2023-December 31, 2023.**

(d) Contractor shall be responsible for sending staff representation to mandatory meetings that will be sponsored by the Fulton County Department of Community Development. Contractor will be notified in advance of said meetings.

(e) All notices, program reports and other communications required to be given under this Contract shall be sufficient if in writing and either delivered via e-mail, personally or sent by postage, prepaid, certified or registered United States mail, return receipt requested, or e-mail addressed as follows:

To Fulton County:

**Youth and Community Services Division
Veterans Services Program
c/o: Grants Administration
hsd.grants@fultoncountyga.gov
137 Peachtree Street, SW
Atlanta, Georgia 30303**

To Contractor:

**U Hope CDC, Inc.
7770 Roswell Rd
Sandy Springs, Georgia 30350**

The Parties may only modify or update the above-referenced addresses during the term of this Agreement by providing formal notice to the other party of such a change pursuant to the terms of this provision.

(f) Contractor understands and agrees that, upon Fulton County's determination that Contractor is not or has not been in substantial compliance with any term of this Agreement with respect to the performance and provision of services at any single delivery site, Fulton County shall thereupon have the right to immediately suspend or terminate this Agreement upon written notice to Contractor. Contractor further understands and agrees that if Fulton County determines that Contractor is not or has not been in substantial compliance with any term of this Agreement with respect to the performance and provision of services at any single delivery site, Fulton County may request, and the Contractor shall provide, any and all additional reports, records or documentation Fulton County deems necessary to evaluate, assess and/or measure Contractor's overall level of performance under this Agreement, including Contractor's performance at other delivery sites.

ARTICLE V - INDEMNIFICATION

Contractor hereby covenants and agrees to indemnify and hold harmless Fulton County, its Commissioners, officers, and employees from all claims, losses, liabilities, damages, deficiencies, demands, judgments, or costs (including without limitation reasonable attorney's fees and legal expenses) suffered or occurred by such party, whether arising in tort, contract, strict liability or otherwise, including without limitation, personal injury, wrongful death or property damage arising in any way from the actions or omissions of Contractor, its directors, officers, employees, agents, successors and assigns in connection with its acceptance, or the performance, or nonperformance of its obligations under this Agreement; provided, however, that nothing herein shall be construed to preclude the Contractor from bringing suit against the County for breach of the terms of this Agreement.

**ARTICLE VI – TERMINATION OF AGREEMENT FOR COUNTY’S CONVENIENCE AND
FOR CAUSE**

(a) This Agreement is effective on **January 1, 2023**, and shall terminate on **December 31, 2023**, unless earlier terminated in accordance with the provisions of this Agreement. Notwithstanding termination of the Agreement, Contractor is obligated to fulfill all of its obligations, including its reporting requirements.

(b) Notwithstanding the above provisions, Fulton County may terminate this Agreement for convenience, or Fulton County or the Contractor may terminate this Agreement at any time for any reason by giving written notice of the intent to terminate the Agreement thirty (30) days in advance, by certified mail, return receipt requested, with proper postage prepaid, or by hand delivery, to the other party at the physical address provided herein for notice. The termination shall become effective on the thirtieth (30th) day after the date of such written notice unless the parties otherwise agree in writing. If this Agreement is terminated pursuant to this paragraph, Contractor shall be exclusively limited to receiving compensation for the work satisfactorily performed up to and including the effective date of termination.

(c) Fulton County shall have the right to suspend immediately Contractor’s performance hereunder on an emergency basis whenever necessary, in the opinion of Fulton County, to avert a life threatening situation or other sufficiently serious risk.

(d) In the event that this agreement is terminated by Fulton County or Contractor, following the Fulton County’s determination that Contractor is not or has not been in substantial compliance with any provision of this agreement, Contractor agrees that Fulton County shall have the right to request repayment in full of all compensation paid to Contractor pursuant to Article III of this agreement. If Fulton County exercises its right under this subsection, Contractor agrees to and shall repay Fulton County all compensation paid to Contractor pursuant to Article III of this Agreement.

(e) In the event that this agreement is terminated by Fulton County or Contractor, following the Fulton County’s determination that Contractor is not or has not been in substantial compliance with any

provision of this agreement, Contractor agrees that Fulton County shall have the right to terminate this Agreement between Fulton County and Contractor without penalty. Contractor acknowledges and agrees that Fulton County's right to terminate includes, but is not limited to, the right to withhold any and all future compensation due to Contractor pursuant to the terms of any and all other agreements between Fulton County and Contractor.

(f) In the event that this Agreement is terminated by Fulton County or Contractor, following Fulton County's determination that Contractor is not or has not been in substantial compliance with any provision of this Agreement, Contractor agrees that it shall not be eligible to either enter or to apply to enter into future contracts with Fulton County until it has addressed any and all areas of deficiency or non-compliance to Fulton County's satisfaction.

ARTICLE VII - INDEPENDENT CONTRACTOR STATUS

(a) Nothing contained herein shall be deemed to create any relationship other than that of an independent contractor between Fulton County and Contractor. Under no circumstances shall Contractor, its directors, officers, employees, agents, successors or assigns be deemed employees, agents, partners, successors, assigns or legal representatives of Fulton County.

(b) Contractor acknowledges that **U Hope CDC, Inc.**, its directors, officers, employees, agents and assigns shall have no right of redress pursuant to the Personnel Rules and Regulations of Fulton County.

(c) The Contractor 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 Contractor 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 Contractor shall maintain records pertaining to such taxes as well as payment thereof and shall make the same available to Fulton County at all reasonable times for inspection and copying. The Contractor shall apply for any and all tax exemptions which may be applicable and shall timely request from Fulton County such documents and information as may be necessary to obtain

such tax exemptions. Fulton County shall have no liability to the Contractor for payment of any tax from which it is exempt.

ARTICLE VIII - INSURANCE

Contractor agrees to obtain, maintain and furnish to Fulton County, a Certificate of Insurance (COI) showing the required coverage during the entire term of this Agreement. All insurance limits are listed in the “Insurance and Risk Management Provisions” document, Attachment “A”, with Fulton County, Georgia added as an “Additional Insured”. 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 IX – AMENDMENTS AND MODIFICATIONS TO CONTRACT

(a) This Agreement constitutes the entire agreement between Fulton County and Contractor, and there are no further written or oral agreements with respect thereto, no variations, amendments or modifications of this Agreement, and no waiver of its provisions, shall be valid unless in writing and signed by Fulton County’s and Contractor’s duly authorized representatives and entered into on the minutes of the Fulton County Board of Commissioners meeting.

(b) Modifications or amendments which require a change in compensation level must be approved by the Fulton County Board of Commissioners and Contractor; other modifications, amendments or variations may be agreed to in writing, between the Contractor and the Contract Administrator when the amount of this Agreement and its Term remain unchanged.

ARTICLE X - SUBCONTRACTING

Contractor 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 Fulton County.

ARTICLE XI - ASSIGNABILITY

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

ARTICLE XII - SEVERABILITY OF TERMS

If any part or provision of this Agreement is held invalid the remainder of this Agreement shall not be affected thereby and shall continue in full and effect.

ARTICLE XIII – PRECEDENCE OF AGREEMENT

In the event that any language in the Department of Community Development’s Veterans Services Program RFP is in conflict with the language in this Agreement, this Agreement shall take precedence.

ARTICLE XIV - EQUAL EMPLOYMENT OPPORTUNITY

In accordance with Fulton County Code Sections 102-391 (Equal Opportunity Clause) and 154-3 (Policy of Equal Opportunity): (a): During the performance of this Agreement, the Contractor agrees as follows:

(1) The Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, national origin, or disability. As used herein, the words “shall not discriminate” shall mean and include without limitations the following:

Recruited, whether by advertising or other means; compensated, whether in the form of rates of pay, or other forms of compensation; selected for training, including apprenticeship; promoted; upgraded; demoted, downgraded; transferred; laid off; and terminated.

The Contractor agrees to and shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause.

(2) The Contractor shall in solicitation or advertisement for employees, placed by or on behalf of the Contractor; state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, sexual orientation, national origin, or disability.

(3) The Contractor shall send to each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or workers' representative of the Contractor's commitments under the Equal Opportunity Program of Fulton County and under this Article, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Contractor and its subcontractors, if any, shall file Compliance Reports at reasonable times and intervals with Fulton County in the form and to the extent prescribed by the director. Compliance Reports filed at such times as directed shall contain information as to the employment practices, policies, programs and statistics of the Contractor and its subcontractors.

(5) The Contractor shall include the provisions of paragraphs (1) through (5) of this equal employment opportunity clause and every subcontractor purchase order so that such provision shall be binding upon each subcontractor.

ARTICLE XV - CAPTIONS

The captions are inserted herein only as a matter of convenience and for reference and in no way define, limit, or describe the scope of this Agreement or the intent of the provisions thereof.

ARTICLE XVI - GOVERNING LAW

This Agreement shall be governed in all respects, as to validity, construction, capacity, and performance or otherwise, by the laws of the State of Georgia.

ARTICLE XVII - 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.

[SIGNATURES ON FOLLOWING PAGE]

Attachment A

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:

CONTRACTOR:

FULTON COUNTY, GEORGIA

VENDOR NAME **U Hope CDC, Inc.**

DocuSigned by:
Robert L. Pitts
BA715B1A26544E7
Robert L. Pitts, Chairman
Fulton County Board of Commissioners

DocuSigned by Name of Signatory: **Aletha Scott-Mallory**
Aletha Scott-Mallory
AAAC10B086AF4B9...
Aletha Scott-Mallory
Authorized Signature

Please select Attest OR Notary from the checkbox

Attest

Notary

ATTEST:

ATTEST:

DocuSigned by:
Tonya R. Grier
EEC476C4837648D...
Tonya R. Grier
Clerk to the Commission

DocuSigned by 2nd Signatory Name: **Manfred L. Midchel**
Manfred L. Midchel
2nd Signatory Title: **Mqanfred L. Michel**
22EC87E112CD46D...

Second Authorized Signature

(Affix County Seal)



(Affix Corporate Seal)



APPROVED AS TO FORM:

ATTEST:

DocuSigned by:
David Lowman
0EC92EDADEFB4B8...
Office of the County Attorney

Notary Public

APPROVED AS TO CONTENT:

County: _____

DocuSigned by:
Stanley Wilson
5E4D76DFB4A0450...
Stanley Wilson, Director
Fulton County Department of
Community Development

Commission Expires: _____

(Affix Notary Seal)

Please select RCS or RM from the checkbox

RCS

RM

ITEM#: 2023-0351	RCS: 5/17/2023	ITEM#: _____	RM: _____
RECESS MEETING		REGULAR MEETING	



112 Norcross St. Roswell, Georgia 30075
Phone: 470-300-9598 ; email : uhopecommunity@gmail.com ;
Web Site : www.uhopecenter.org

June 9, 2023

RE: Application ID Number: 23780

Program Title: U Hope Veterans Transitional Housing Program

1. Workers Compensation Coverage
U Hope employs two (2) workers. As such, we are requesting a waiver.

2. Automobile Coverage
U Hope does not utilize vehicles for programing. As such, we are requesting a waiver.

3. Attached, please find the revised U Hope Certificate of Insurance.

If you have any question(s) please do not hesitate to contact me by email
uhopecommunity@gmail.com or phone at (470)300-9598 office/4044845742 cell.

Very truly yours,
Aletha Scott-Mallory
Aletha Scott-Mallory
Executive Director

HOPE CHANGES EVERYTHING

STATE OF GEORGIA

COUNTY OF FULTON

FORM F: 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] V. HARRIS INC. on behalf of Fulton County Government has registered with and is participating in a federal work authorization program² 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.

860241
E.E.V. i.C.F. gram* User Identification Number
Matthew Scott-Mallory
BY: Authorized Officer of Agent
(Insert Contractor Name)

Executive Director
Title of Authorized Officer or Agent of Contractor

Matthew Scott-Mallory
Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this 1 day of Feb 2023

Notary Public: [Signature]

County: Fulton

Commission Expires: 4/25/26



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.

²[Any 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].



**FULTON
COUNTY**

CONTRACT DOCUMENTS

FOR

REQUEST FOR PROPOSAL 23RFP021323C-MH

2023 VETERANS SERVICES PROGRAM

FOR

YOUTH AND COMMUNITY SERVICES DIVISION

OF

FULTON COUNTY, GEORGIA

CONTRACT AGREEMENT

THIS AGREEMENT (“Agreement”), entered into this **1st day of January 2023**, by and between **FULTON COUNTY**, Georgia (hereinafter referred to as “Fulton County” or “County”), a political subdivision of the State of Georgia, acting by and through its Community Development Department’s Youth and Community Services Division (“YCS”), and **The Investors Academy Inc** (hereinafter referred to as “Contractor”), a corporation organized as a nonprofit, tax exempt 501(c) (3) agency, authorized to conduct business within the state of Georgia (hereinafter collectively referred to as the “Parties”).

WITNESSETH

WHEREAS, as part of its official functions, Fulton County is authorized to exercise the power of taxation pursuant to Art. IX, Section IV., Par. I of the Constitution of the State of Georgia of 1983, and to expend such funds raised by the exercise of said powers for public purposes as declared in Art. IX, Section IV., Par. II of the Constitution; and

WHEREAS, Contractor has in its employ personnel, and under its supervision, facilities and resources by which it can render to Fulton County and the citizens thereof certain services authorized by the aforementioned Constitutional provision; and

WHEREAS, Contractor has agreed to render services to the citizens of Fulton County, and the County has appropriated funds for those services; and

WHEREAS, the parties desire to execute a formal agreement for the services to be rendered by Contractor, and said services shall be defined, and consideration to be paid for such services by Fulton County for the successful performance of the services, and shall be enumerated.

The Agreement was approved by the Fulton County Board of Commissioners on **May 17, 2023, BOC#23-0351**.

NOW, THEREFORE, in consideration of the premises, payment of the sum hereinafter set forth and the performance of the services described herein, it is mutually agreed as follows:

INDEX OF ARTICLES

- ARTICLE 1. **PARTIES AND TERM**
- ARTICLE 2. **SCOPE OF CONTRACTOR'S DUTIES**
- ARTICLE 3. **COMPENSATION FOR SERVICES**
- ARTICLE 4. **RECORD KEEPING**
- ARTICLE 5. **INDEMNIFICATION**
- ARTICLE 6. **TERMINATION OF AGREEMENT FOR CAUSE**
- ARTICLE 7. **INDEPENDENT CONTRACTOR STATUS**
- ARTICLE 8. **INSURANCE**
- ARTICLE 9. **AMENDMENTS AND MODIFICATIONS TO AGREEMENT**
- ARTICLE 10. **SUBCONTRACTING**
- ARTICLE 11. **ASSIGNABILITY**
- ARTICLE 12. **SEVERABILITY OF TERMS**
- ARTICLE 13. **PRECEDENCE OF AGREEMENT**
- ARTICLE 14. **EQUAL EMPLOYMENT OPPORTUNITY**
- ARTICLE 15. **CAPTIONS**
- ARTICLE 16. **GOVERNING LAW**
- ARTICLE 17. **JURISDICTION**

ARTICLE I - PARTIES AND TERM:

(a) Fulton County, through its YCS, retains Contractor, and Contractor accepts retention by Fulton County to render the services as hereinafter defined and required; to perform such services in a manner and to the extent required by the parties herein; and as may be hereafter amended or extended in writing by mutual agreement of the parties.

(b) The Chairperson of the Board of Directors for the Contractor or authorized representative (hereinafter “Board Chair”) represents that she/he is authorized to bind and enter into contracts on behalf of Contractor, including this Agreement.

(c) Nothing contained in this Agreement shall be constructed to be a waiver of Fulton County’s sovereign immunity or any individual’s official or qualified good faith immunity.

(d) This Agreement will remain in effect from **January 1, 2023**, until midnight **December 31, 2023**.

(e) Fulton County shall have the right to suspend immediately Contractor’s performance hereunder on an emergency basis under this Agreement whenever necessary, in the sole opinion of Fulton County, to avert a life threatening situation or other sufficiently serious deficiency.

ARTICLE II - SCOPE OF CONTRACTOR’S DUTIES:

Upon execution of this Agreement, the Contractor will provide the following services for Fulton County:

SCOPE OF WORK:

Veterans Services Program (VSP)

VSP Service Category: Homeless and Housing

VSP Funding Priority(ies):

Health and Wellness: Health and Wellness Veterans Post Traumatic Stress Disorder

Homelessness: Homelessness and Housing Veterans Homelessness|Homelessness and Housing Veterans Transitional Assistance

The Investors Academy Inc, Veteran Excelling For Life Wrap Around will provide services at the following locations at specified times during the contract period of **01/01/2023** through **12/31/2023**:

Service Delivery Site(s):

YCS Staff paste Service delivery site(s) from WebGrants (Q.9):

Name of Program Site:	Program Location (complete physical address):	Program City	Program State	Program Zip code	Fulton County District of the program (Facility) location:	District(s) of Fulton County Residents Served by the program (facility) location:
IA Community Resource Center	122 Howell Dr. SW	Atlanta	Georgia	30331	5	4
Veterans Housing Program	1102 Joseph e boone blvd	Atlanta	Ga	30314	1	4
IA Warehouse Training Facility	4507 mills place sw Suite I	Atlanta	Georgia	30336	4	5

Approach and Design:

The Investors Academy Inc, Veteran Excelling For Life Wrap Around will provide services to **13** clients that reside in Fulton County, with VSP funding.

The Investors Academy Inc, Veteran Excelling For Life Wrap Around will provide the following activities and services in Fulton County with VSP funding:

The Veterans Housing and Support program implemented by The Investors Academy in Fulton County, GA, will focus on addressing the following “Homeless and Housing Funding Priorities” strategic priority area program objectives: VSP funding priorities. I. Veterans Transitional Assistance Our program will give transitional housing to homeless vets, give job readiness training and placement, provide food to hungry vets, and support disabled vets with healthcare linkages, as well, as those with mental and substance abuse disorders. These transitional services are in line with our mission of supporting underserved people towards their pathway of self-sufficiency. Veterans living in poverty to get basic need- We will provide daily free meals/ Healthy food, housing, financial training, and substance abuse and support programs to help identified struggling vets in Fulton County on their pathway to self-sufficiency. The central aim of this initiative is to provide food to the hungry and homeless persons living across Metro Atlanta. The feeding program is part of our mission to provide resources to under-served people to enhance their transition to self-sufficient lives. By feeding the hungry and the homeless, we enable them to have stability and focus on engaging in productive income activities to meet their basic needs. Housing Support- The housing program seeks to alleviate homelessness and suffering among the most at-risk groups such as disabled/injured/mentally sick veterans, chronically sick, elderly, victims of domestic abuse, people living with HIV, and those living with disability. By this program, we aim to contribute efforts towards ending homelessness in Metro-Atlanta. The program assists vulnerable groups with short and long-term accommodation and support services such as job training and placement, referral to healthcare, counselling, and guidance. Veterans Employment and Employment Training- the Investor Academy has a job readiness and placement program that will be integrated into the veterans housing and support to assist veterans in Fulton county get requisite skills for job search and preparation, business start-ups, interview performance, job placement, and performance. The core aim of the job readiness and placement program is to equip unemployed and homeless veterans with ready-to-work skills and placing them with relevant employers so that they can earn some income and live self-sufficient lives. II. Veterans Homelessness and Housing Veterans Homelessness- this is the primary focus of our Veterans Housing and Support program. In the past, we have supported over 200 veterans get transitional and permanent housing linkages. In Fulton County, we are targeting over 200 homeless and needy veterans. If our program is funded, we will provide rental assistance, transitional and permanent housing linkages, basic needs such as food and clothing. This is an existing program at Investors Academy and the requested funds will be crucial to reaching out more beneficiaries. Presently, our housing program operates a multi-bedroom facility that is presently available for single and homeless persons in Metro Atlanta. Our housing project prioritizes rapid permanent housing placement and stabilization to all homeless individuals living at or below 80% of the Area Median Income. However, we need additional funds to rent/lease additional facility that will house at least 150 homeless veterans. The requested funding will cater to the costs of leasing/rent, hiring case manager and house manager, providing support services such as free healthy meals, training and job placement, healthcare referrals and mental health treatment. Clients will receive personalized support throughout their stay at our shelters; they will be counseled, trained, and assisted to acquire permanent housing together with their families. Upon referral to the program, all clients meet with case managers who identifies and assesses each client’s needs, identify resources available; and develop a

plan of action that will be tailored to each household's specific housing and financial goals. At Investors Academy Inc. all needy and deserving homeless persons have equal opportunity to permanent supportive housing. Our housing and support program utilize the Housing First Program Philosophy. We provide homeless clients with flexibility, individualized support, client choice, and autonomy. We understand that housing homeless persons is not complete without offering supportive services. To lower the barriers towards permanent housing support, the Investors Academy partners with local government agencies and facilities to offer supportive services such as; Case Management Substance Abuse and Mental Health Counseling and Health Care, On-site Addictions Recovery and Peer Specialists, Coordinated health care at Veterans Affairs Medical Centers, On-site vision and mental health services, and, Education, Training, and Employment (ETE) Program I. Specific Activities and Services that will be provided

The Veterans Housing and Support Program will undertake the following activities and Services in Fulton County to help needy and homeless veterans:

Outreach Drives across Fulton County- this will help build community rapport, identify, and get referrals of all needy and homeless veterans both in urban and rural areas. We will conduct an extensive two-week outreach drive across the county. During this drive, we will identify, screen, and register all possible beneficiaries.

Housing Support- all homeless vets will be supported with rent or placed in transitional facilities operated by the Investor Academy for 3-6 months. We have existing facilities that were rented and ready for occupation by homeless persons. Later, homeless vets will be assisted with permanent housing linkages. Individuals receiving housing support will also get regular rations of free healthy meals in their residence, as well as, other basic support such as medical/mental healthcare.

Job Training- the Job Readiness Program aims to prepare and give homeless and unemployed veterans the skill-set needed to get employed and work efficiently. Part of this program is an apprenticeship where a group of youth get hands-on warehousing skills, pallet jack training, warehouse safety training, and OSHA 10/30 training. All participants in this summer apprenticeship program gets an opportunity to gain meaningful employment afterwards and get certificates. Additionally, participants learn about financial literacy; credit management and saving, life skills, career mentorship, counseling, and guidance. Leadership skills are also taught to all youth to prepare them for team leadership and the knowledge needed to spearhead various operations within a work place. Those interested in business start-ups also get material and mentorship support to guide their young businesses till they stand on their own. In addition, through our job training, homeless and unemployed vets will get weekly training sessions on how to look for jobs, interviews preparation and performance, and job performance. Some sessions will cover business startups and management for interested would-be entrepreneurs.

Job Placement- Our agency keeps a network of partners that will help us place vets in some jobs after undergoing our job readiness training sessions.

Financial Coaching- as part of ensuring efficiency in transitioning to self-sufficiency, all veterans under our support program will be trained on financial management so that they can save and invest wisely for their future; this is critical to faster transition to independent living.

Mental healthcare and substance abuse/alcoholism- All vets struggling with mental and substance abuse/alcoholism will be assisted to overcome their conditions. We will make referrals to our partners any case that needs attention. Additionally, we have mental health counselors who will help affected vets to heal.

II. How the Activities and Services will be Accomplished

The proposed program activities will be accomplished during the period starting January 2023 to December 2023. The program leadership and board of directors will meet to plan the implementation of the stated program activities before the program period starts. The first step will be creating a schedule of program operations and allocate resources and personnel to undertake each activity. Planning will help ensure that all activities are accomplished in time and realize the desired impact. Once the implementation process starts, the management team will meet every week to plan, evaluate, and discuss challenges, successes, and opportunities for improvement. We have a team of 4 permanent, 4 part-time, and dozens of volunteers who will facilitate program implementation throughout Fulton County. The team will be directed and supervised by the program manager with the collaboration of program advisors. The Field staffs will

document all daily activities and resources used so that the data can be used to compile monthly program progress reports. Every month, the program will compile progress reports detailing the successes, failures, impact, and opportunities for improvement. These reports will be shared with program Fulton County Government, partners and relevant stakeholders.

III. Community Collaborative Relationships

The Investors Academy has a policy where all programs are implemented with the collaboration of local communities. In the present Veterans Housing and Support program, we will partner with local communities, local leaders, faith-based groups, veteran affairs associations, and local governments. These partnerships with the local people and groups will be helpful when reaching out to the most needy and homeless veterans. We understand that the local people know individuals and families that are best suited to benefit. The partnership and collaborations will be a great source of information, resources, and referral support for all cases handled. The Investors Academy believes that local problems can be addressed using local solutions to help affected persons cope and transit to independent living more efficiently. Similarly, our housing and support services will be offered using local resources/ facilities to benefit the larger community. For instance, we will rent suitable houses within Fulton County for homeless veterans. The same case for training, job placement, and healthcare needs. As such, forging a lasting relationship with local people, agencies, institutions, and government will be a significant undertaking for the Investors Academy during the implementation of the Veterans Housing and Support Program in Fulton County.

Designation of VSP Funds:

Based on the awarded amount of **\$50,000.00**, the VSP funds are designated according to the following cost categories: Administrative, Operational, and Direct Services.

- **Administrative Expenses-** VSP Funds that are spent on Executive/Management Staff and Administrative Support Staff salaries, salary fringe and benefits ONLY. (Note: Not more than 5% of grant award can be used for administrative costs. Includes direct and indirect charges for administration of the grant)
- **Operational Expenditures-** VSP funds used to conduct agency/ organizational functions that are secondary to program service delivery such as: office/warehouse lease or mortgage expenses, office supplies (pens, toner, paper, etc.), agency's utility expenses, staff transportation expenses, marketing/catalogues, etc.
- **Direct Service Expenditures-** VSP funds utilized to provide services directly to agency/program participants such as payments made on behalf of participants for rent, utilities, food, shelter, transportation (rentals, gas, and parking, bus drivers, participant's public transportation costs, etc.) , scholarships and day care vouchers, salaries and fringe benefits for direct service personnel (Case Managers, Educators, Subcontractors, etc.), program supplies (educational/instructional materials, paper, pencils, markers, etc.) directly consumed by participants. Program materials that may be pertinent to the scope of services of a funded program and that aid in contractor meeting contracted program outcomes are included in this definition (i.e. children's story books, educational games, puzzles, and flash cards).

The maximum amount of VSP funds allowed for administrative purposes (executive staff salaries and benefits only) is 5% of funds awarded. Throughout the contract period, program expenditures will be monitored (via performance reports) to ensure that funding is utilized as contracted.

YCS Staff paste designation of funding request chart from WebGrants (Q.8)

Cost Category	Designation of VSP Funding Award	Detailed Explanation of how the Funding Award will be Expended
Administrative (5% Admin max of funds awarded.)	\$2,500.00	Allocate to cover administrative and support staff.
Operational	\$20,000.00	Allocate to Organizational needs rent, utilities. and equipment
Direct Services	\$27,500.00	Allocate to program participants for hands-on paid job training and wrap around services.
Totals	\$50,000.00	

Additional Explanation of Funding Details:

The funds will be used to facilitate the hands-on paid training, and the apprenticeship program. Operational cost will cover the warehouse training facility and housing facility cost where the programs are implemented.

Administrative support staff= \$2,500

Operational--\$20,000

Direct Services--27,500--Target-13 veterans to provide housing and paid training warehousing skills.

Program Performance Measures:

The Investors Academy Inc agrees to track and report program performance to the Fulton County Department of Community Development.

County Defined Performance Measure(s):

Health and Wellness: Health and Wellness Number of individuals receiving referrals to behavioral health and other supportive services

Homelessness: Homelessness Number of individuals assisted through rapid re-housing|Homelessness Number of individuals placed in Transitional Housing|Homelessness Number of individuals placed in Permanent Supportive Housing|Homelessness Number of individuals whose barriers to self sufficiency are eliminated or reduced paths to self sufficiency created

The following program measures/ Key Performance Indicators (“KPI’s”) will be utilized to track and report program outcomes for the Fulton County residents supported with VSP funding, during the funding period (January 1, 2023-December 31, 2023):

The core goal of the Veteran Housing and Support Program is to help struggling veterans back to self-sufficiency by addressing their housing needs, food insecurity, unemployment/ joblessness, mental health and substance abuse problems, and overall poverty. Direct support approach will be used to help the target group. We will reach directly to needy and homeless persons to assess and address their needs based on the unique challenges of each. The primary impact/goal expected is a reduction in homelessness among veterans. The Veteran Housing and Support Program will be evaluated every week and every month to ascertain that all proposed intervention activities are implemented well. We will collect both qualitative and quantitative data. The program manager and field team will collect daily and weekly quantitative data of the number of activities undertaken, number of veterans reached or assisted with housing needs, food, medical referrals, number attending weekly financial coaching and job training sessions, number of veterans assisted with job placements, and other services. Daily, and weekly data will be compiled into monthly reports with detailed clear analysis and illustration of the program’s impact and progress in relation to the desired targets. Qualitative data will be gathered through direct observations and in-depth interviews. Key performance indicators are: Number of veterans in Fulton County receiving housing and support services every month from January to December 2023. Number of homeless veterans assisted with transitional or permanent housing every month. Number of needy veterans receiving food every month. Number of veterans attending financial training, job readiness program, and life skills sessions every month. Number of veterans placed in employment every month. Percentage reduction in the number of homelessness among veterans in Fulton after every three months. Number of veterans referred and treated for mental health and substance abuse/ alcoholism problems. Number of veterans who have successfully transitioned to normal life after three to six months of Veteran Housing and Support Intervention by Investors Academy. Primary data collection tools will include direct interviews with beneficiaries and questionnaires. Sources of data include the beneficiaries, local community, program stakeholders and partners. Data collected will be analyzed and a report prepared to illustrate the progress and impact of the program in Fulton County. These reports will be shared with the Fulton County as requested and every month.

Agency Defined Performance Measure(s):

The Investors Academy Inc, Veteran Excelling For Life Wrap Around (*Application ID# 23482*)

2023 Veterans Services Program (VSP)
Service Category: Homeless and Housing
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Number of veterans in Fulton County receiving housing and support services every month from January to December 2023. Number of homeless veterans assisted with transitional or permanent housing every month. Number of needy veterans receiving food every month. Number of veterans attending financial training, job readiness program, and life skills sessions every month. Number of veterans placed in employment every month. Percentage reduction in the number of homelessness among veterans in Fulton after every three months. Number of veterans referred and treated for mental health and substance abuse/ alcoholism problems. Number of veterans who have successfully transitioned to normal life after three to six months of Veteran Housing and Support Intervention by Investors Academy.

ADDITIONAL REQUIREMENTS

Failure to adhere to the terms of this Agreement, in addition to the requirements listed below, may result in one or all of the following; delayed disbursement or total loss of awarded funds, and / or ineligibility to receive an RFP award during the next funding cycle.

1. Contractor agrees to develop, in conjunction with Fulton County, a process of accepting and serving Fulton County residents referred by the Youth and Community Services Division of Fulton County Government.
2. As consideration for the County providing funding and the non-profit entity accepting same, the non-profit entity shall, upon the County's request, participate in County-sponsored events and activities on County property, when feasible. The non-profit agency shall use its best efforts to comply with the County's request provided that it is given at least one week's notice to do so. Failure to participate will be taken into consideration for future funding requested by the non-profit entity.
3. Contractor agrees to allow staff from the Fulton County Department of Community Development to conduct contract compliance site visits as necessary (announced or unannounced).
4. During the site visit, Contractor will be required to allow staff to monitor programming, as well as review client rosters / sign-in sheets and/ or Registration information that should include complete addresses of Fulton County residents served by this funding.
5. Contractor agrees to comply with the Operational Specifications outlined in the 2023 Veterans Services Program RFP 23RFP021323C-MH
6. Contractor agrees that advertising, promotions and other publicity in connection with the supported program(s) shall include the following acknowledgement: **“Funding provided in part by the Fulton County Board of Commissioners under the guidance of the Department of Community Development.”**

Note: If your agency uses logos versus text, you may substitute the language above with the Fulton

County Logo  .

Reporting

It is the Contractor's responsibility to ensure accurate reporting of all information contained in the performance reports. Reports and supportive documentation that consistently include erroneous/inaccurate data may result in a required reimbursement of funding and/or may negatively impact future funding.

6. Contractor will be required to submit completed performance reports (with deadlines of July 28, 2023, and January 12, 2024) to adhere to the requirements outlined in the Performance Report Instructions, as well as the format provided by the Fulton County Department of Community Development. Future funding will be affected if performance reports are not submitted by stipulated due dates.
7. Contractor will be required to provide demographic information concerning the Fulton County residents served, including, but not limited to age, race/ethnicity and gender.
8. Contractor will be required to report the number of UNDUPLICATED/NEW participants directly served through the Veterans Services Program funding. **Please note:** Failure to serve the total number of participants contracted to be served with VSP funding may result in reimbursement of VSP funding to Fulton County. Failure to reimburse the funding requested will result in the ineligibility to receive future funding.
9. Contractor will be required to submit unduplicated client rosters in a spreadsheet format that includes the complete residential addresses of the Fulton County residents served with VSP funding, and

LEDGERS demonstrating how Veterans Services Program funds were expended for the specified reporting period.

Expenditure of Funds

10. Contractor is prohibited from utilizing VSP funds for capital expenditures. (A “capital expenditure” is defined as: any resource not completely consumed during the contract year, i.e. computers, printers, construction, vehicles, cell phones, etc.) Program materials that may be pertinent to the scope of services of a funded program and that aid in contractor meeting contracted program outcomes are excluded from the definition of “capital expenditure” (e.g., children's story books, educational materials, games, puzzles, and flash cards).

11. Veterans Services Program funds must be expended by December 31, 2023. All funds that are not spent by this date must be reimbursed to Fulton County Government within 30 days of written request. A Contractor’s failure to adhere to this requirement will result in one or more of the following: inability to receive future funding from Fulton County, and/or legal action against the agency to recoup funding that are not reimbursed by the deadline.

ARTICLE III - COMPENSATION FOR SERVICES

(a) Fulton County agrees to pay Contractor a maximum sum of **\$50,000.00**.

(b) Upon receipt and approval of Contractor's invoice delineating projected expenditures for the first six months of the contracting period. Upon receipt and approval of said invoice, County shall pay Contractor the first six months of compensation provided for by this Agreement. The Contractor shall provide Fulton County with a second invoice delineating projected expenditures for the remaining six months of the Agreement Term. Upon receipt and approval of said invoice, Fulton County shall pay Contractor the second six months of compensation provided by this Agreement. **A failure by Contractor to submit the invoice for the first and/ or second six months of the contracting period will constitute a breach of this Agreement.**

(c) If through any cause, Contractor shall fail to fulfill its obligation under this Agreement in a timely and proper fashion or in the event that any of the provision or stipulations of this Agreement are violated by Contractor, Fulton County shall thereupon have the right to immediately suspend or terminate this Agreement by serving written notice as defined herein upon Contractor of Fulton County's intent to suspend or terminate this Agreement. If the Agreement is terminated pursuant to this paragraph, Contractor shall be exclusively limited to receiving only the compensation for work performed in a manner satisfactory to Fulton County up to and including the date of the written termination notice.

(d) The Contractor agrees and understands that all expenditures must be consistent with the scope and purpose of this Agreement, and expenditures must be consistent with the guidelines and definitions established in the **Veterans Services Program Request for Proposal ("RFP") 23RFP021323C-MH**, which is hereby incorporated by reference herein and made a part of this agreement. The County reserves the right to approve and reject payment for expenditures which are not consistent with the scope and purpose of this Agreement, and which the County determines are not consistent with the guidelines and definitions established in the Veterans Services Program RFP.

(e) The Contractor agrees and understands that Fulton County has the right to recover funds from Contractor for compensation received, pursuant to subsection (b) above if Contractor fails to perform the services outlined in Article II or does not perform such services to the satisfaction of Fulton County.

ARTICLE IV - RECORD KEEPING

(a) Contractor shall maintain accurate records of the expenditure and disposition of funds, and such records must be in accordance with good accounting practices, and made available for inspection and audit by Fulton County at a time mutually agreeable to parties and upon thirty (30) days' notice to contractor.

(b) All reports and communications, with supportive documentation consistent with contract provisions outlined in Article II, must be provided to Fulton County, in accordance with Article IV.

(c) A performance report, with supportive documentation consistent with provisions of the Agreement outlined in Article II, must be provided to Fulton County no later than **July 28, 2023, for the period January 1, 2023-June 30, 2023; and January 12, 2024, for the period July 1, 2023-December 31, 2023.**

(d) Contractor shall be responsible for sending staff representation to mandatory meetings that will be sponsored by the Fulton County Department of Community Development. Contractor will be notified in advance of said meetings.

(e) All notices, program reports and other communications required to be given under this Contract shall be sufficient if in writing and either delivered via e-mail, personally or sent by postage, prepaid, certified or registered United States mail, return receipt requested, or e-mail addressed as follows:

To Fulton County:

**Youth and Community Services Division
Veterans Services Program
c/o: Grants Administration
hsd.grants@fultoncountyga.gov
137 Peachtree Street, SW
Atlanta, Georgia 30303**

To Contractor:

**The Investors Academy Inc
400 West Peachtree Street
Atlanta, Georgia 30308**

The Parties may only modify or update the above-referenced addresses during the term of this Agreement by providing formal notice to the other party of such a change pursuant to the terms of this provision.

(f) Contractor understands and agrees that, upon Fulton County's determination that Contractor is not or has not been in substantial compliance with any term of this Agreement with respect to the performance and provision of services at any single delivery site, Fulton County shall thereupon have the right to immediately suspend or terminate this Agreement upon written notice to Contractor. Contractor further understands and agrees that if Fulton County determines that Contractor is not or has not been in substantial compliance with any term of this Agreement with respect to the performance and provision of services at any single delivery site, Fulton County may request, and the Contractor shall provide, any and all additional reports, records or documentation Fulton County deems necessary to evaluate, assess and/or measure Contractor's overall level of performance under this Agreement, including Contractor's performance at other delivery sites.

ARTICLE V - INDEMNIFICATION

Contractor hereby covenants and agrees to indemnify and hold harmless Fulton County, its Commissioners, officers, and employees from all claims, losses, liabilities, damages, deficiencies, demands, judgments, or costs (including without limitation reasonable attorney's fees and legal expenses) suffered or occurred by such party, whether arising in tort, contract, strict liability or otherwise, including without limitation, personal injury, wrongful death or property damage arising in any way from the actions or omissions of Contractor, its directors, officers, employees, agents, successors and assigns in connection with its acceptance, or the performance, or nonperformance of its obligations under this Agreement; provided, however, that nothing herein shall be construed to preclude the Contractor from bringing suit against the County for breach of the terms of this Agreement.

**ARTICLE VI – TERMINATION OF AGREEMENT FOR COUNTY’S CONVENIENCE AND
FOR CAUSE**

(a) This Agreement is effective on **January 1, 2023**, and shall terminate on **December 31, 2023**, unless earlier terminated in accordance with the provisions of this Agreement. Notwithstanding termination of the Agreement, Contractor is obligated to fulfill all of its obligations, including its reporting requirements.

(b) Notwithstanding the above provisions, Fulton County may terminate this Agreement for convenience, or Fulton County or the Contractor may terminate this Agreement at any time for any reason by giving written notice of the intent to terminate the Agreement thirty (30) days in advance, by certified mail, return receipt requested, with proper postage prepaid, or by hand delivery, to the other party at the physical address provided herein for notice. The termination shall become effective on the thirtieth (30th) day after the date of such written notice unless the parties otherwise agree in writing. If this Agreement is terminated pursuant to this paragraph, Contractor shall be exclusively limited to receiving compensation for the work satisfactorily performed up to and including the effective date of termination.

(c) Fulton County shall have the right to suspend immediately Contractor’s performance hereunder on an emergency basis whenever necessary, in the opinion of Fulton County, to avert a life threatening situation or other sufficiently serious risk.

(d) In the event that this agreement is terminated by Fulton County or Contractor, following the Fulton County’s determination that Contractor is not or has not been in substantial compliance with any provision of this agreement, Contractor agrees that Fulton County shall have the right to request repayment in full of all compensation paid to Contractor pursuant to Article III of this agreement. If Fulton County exercises its right under this subsection, Contractor agrees to and shall repay Fulton County all compensation paid to Contractor pursuant to Article III of this Agreement.

(e) In the event that this agreement is terminated by Fulton County or Contractor, following the Fulton County’s determination that Contractor is not or has not been in substantial compliance with any

provision of this agreement, Contractor agrees that Fulton County shall have the right to terminate this Agreement between Fulton County and Contractor without penalty. Contractor acknowledges and agrees that Fulton County's right to terminate includes, but is not limited to, the right to withhold any and all future compensation due to Contractor pursuant to the terms of any and all other agreements between Fulton County and Contractor.

(f) In the event that this Agreement is terminated by Fulton County or Contractor, following Fulton County's determination that Contractor is not or has not been in substantial compliance with any provision of this Agreement, Contractor agrees that it shall not be eligible to either enter or to apply to enter into future contracts with Fulton County until it has addressed any and all areas of deficiency or non-compliance to Fulton County's satisfaction.

ARTICLE VII - INDEPENDENT CONTRACTOR STATUS

(a) Nothing contained herein shall be deemed to create any relationship other than that of an independent contractor between Fulton County and Contractor. Under no circumstances shall Contractor, its directors, officers, employees, agents, successors or assigns be deemed employees, agents, partners, successors, assigns or legal representatives of Fulton County.

(b) Contractor acknowledges that **The Investors Academy Inc**, its directors, officers, employees, agents and assigns shall have no right of redress pursuant to the Personnel Rules and Regulations of Fulton County.

(c) The Contractor 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 Contractor 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 Contractor shall maintain records pertaining to such taxes as well as payment thereof and shall make the same available to Fulton County at all reasonable times for inspection and copying. The Contractor shall apply for any and all tax exemptions which may be applicable

and shall timely request from Fulton County such documents and information as may be necessary to obtain such tax exemptions. Fulton County shall have no liability to the Contractor for payment of any tax from which it is exempt.

ARTICLE VIII - INSURANCE

Contractor agrees to obtain, maintain and furnish to Fulton County, a Certificate of Insurance (COI) showing the required coverage during the entire term of this Agreement. All insurance limits are listed in the “Insurance and Risk Management Provisions” document, Attachment “A”, with Fulton County, Georgia added as an “Additional Insured”. 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 IX – AMENDMENTS AND MODIFICATIONS TO CONTRACT

(a) This Agreement constitutes the entire agreement between Fulton County and Contractor, and there are no further written or oral agreements with respect thereto, no variations, amendments or modifications of this Agreement, and no waiver of its provisions, shall be valid unless in writing and signed by Fulton County’s and Contractor’s duly authorized representatives and entered into on the minutes of the Fulton County Board of Commissioners meeting.

(b) Modifications or amendments which require a change in compensation level must be approved by the Fulton County Board of Commissioners and Contractor; other modifications, amendments or variations may be agreed to in writing, between the Contractor and the Contract Administrator when the amount of this Agreement and its Term remain unchanged.

ARTICLE X - SUBCONTRACTING

Contractor 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 Fulton County.

ARTICLE XI - ASSIGNABILITY

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

ARTICLE XII - SEVERABILITY OF TERMS

If any part or provision of this Agreement is held invalid the remainder of this Agreement shall not be affected thereby and shall continue in full and effect.

ARTICLE XIII – PRECEDENCE OF AGREEMENT

In the event that any language in the Department of Community Development’s Veterans Services Program RFP is in conflict with the language in this Agreement, this Agreement shall take precedence.

ARTICLE XIV - EQUAL EMPLOYMENT OPPORTUNITY

In accordance with Fulton County Code Sections 102-391 (Equal Opportunity Clause) and 154-3 (Policy of Equal Opportunity): (a): During the performance of this Agreement, the Contractor agrees as follows:

(1) The Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, national origin, or disability. As used herein, the words “shall not discriminate” shall mean and include without limitations the following:

Recruited, whether by advertising or other means; compensated, whether in the form of rates of pay, or other forms of compensation; selected for training, including apprenticeship; promoted; upgraded; demoted, downgraded; transferred; laid off; and terminated.

The Contractor agrees to and shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause.

(2) The Contractor shall in solicitation or advertisement for employees, placed by or on behalf of the Contractor; state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, sexual orientation, national origin, or disability.

(3) The Contractor shall send to each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or workers' representative of the Contractor's commitments under the Equal Opportunity Program of Fulton County and under this Article, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Contractor and its subcontractors, if any, shall file Compliance Reports at reasonable times and intervals with Fulton County in the form and to the extent prescribed by the director. Compliance Reports filed at such times as directed shall contain information as to the employment practices, policies, programs and statistics of the Contractor and its subcontractors.

(5) The Contractor shall include the provisions of paragraphs (1) through (5) of this equal employment opportunity clause and every subcontractor purchase order so that such provision shall be binding upon each subcontractor.

ARTICLE XV - CAPTIONS

The captions are inserted herein only as a matter of convenience and for reference and in no way define, limit, or describe the scope of this Agreement or the intent of the provisions thereof.

ARTICLE XVI - GOVERNING LAW

This Agreement shall be governed in all respects, as to validity, construction, capacity, and performance or otherwise, by the laws of the State of Georgia.

ARTICLE XVII - 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.

[SIGNATURES ON FOLLOWING PAGE]

Attachment A

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:

CONTRACTOR:

FULTON COUNTY, GEORGIA

VENDOR NAME **The Investors Academy, Inc.**

DocuSigned by:
Robert L. Pitts
BA715B1A26544E7
Robert L. Pitts, Chairman
Fulton County Board of Commissioners

DocuSigned by Name of Signatory: **Montra McKenzie**
Montra McKenzie
Signature Title: **Executive Director**
22CB2904C2A84E4...
Authorized Signature

Please select Attest OR Notary from the checkbox

Attest Notary

ATTEST:

ATTEST:

DocuSigned by:
Tonya R. Grier
EEC476C4837648D...
Tonya R. Grier
Clerk to the Commission

DocuSigned by 2nd Signatory Name: **Natalia Ariola**
Natalia Ariola
Signature Title: **Procurement Officer**
9DDCD1A993E3459...
Second Authorized Signature

(Affix County Seal)



(Affix Corporate Seal)



APPROVED AS TO FORM:

ATTEST:

DocuSigned by:
David Lowman
0EC92EDADEFB4B8...
Office of the County Attorney

Notary Public

APPROVED AS TO CONTENT:

County: _____

DocuSigned by:
Stanley Wilson
5E4D76DFB4A0450...
Stanley Wilson, Director
Fulton County Department of
Community Development

Commission Expires: _____

(Affix Notary Seal)

Please select RCS or RM from the checkbox

RCS RM

ITEM#: 2023-0351	RCS: 5/17/2023	ITEM#: _____	RM: _____
RECESS MEETING		REGULAR MEETING	

STATE OF GEORGIA

COUNTY OF FULTON

FORM F: 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]** The Investors Academy 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.

1289563

EEV/Basic Pilot Program* User Identification Number

Montra Mckenzie

BY: Authorized Officer of Agent
(Insert Contractor Name)

President

Title of Authorized Officer or Agent of Contractor

Montra Mckenzie

Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this 7 day of March, 2023

Notary Public: Ralph Gourdine

County: Fulton

Commission Expires: 10/16/26



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.

²*[Any 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].

STATE OF GEORGIA

COUNTY OF FULTON

FORM G: 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 services³ under a contract with [insert name of prime contractor] the Investors Academy, INC behalf of Fulton County Government has registered with and is participating in a federal work authorization program^{*,4} in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

1287563

EEV/Basic Pilot Program* User Identification Number

Montra McKenzie

BY: Authorized Officer of Agent
(Insert Subcontractor Name)

President

Title of Authorized Officer or Agent of Subcontractor

Montra McKenzie

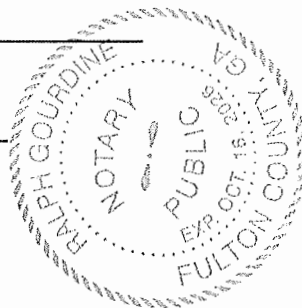
Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this 7 day of March, 2023

Notary Public: Ralph Gourdine

County: Fulton

Commission Expires: 10/16/26



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.

⁴[Any 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].



**FULTON
COUNTY**

CONTRACT DOCUMENTS

FOR

REQUEST FOR PROPOSAL 23RFP021323C-MH

2023 VETERANS SERVICES PROGRAM

FOR

YOUTH AND COMMUNITY SERVICES DIVISION

OF

FULTON COUNTY, GEORGIA

CONTRACT AGREEMENT

THIS AGREEMENT (“Agreement”), entered into this **1st day of January 2023**, by and between **FULTON COUNTY**, Georgia (hereinafter referred to as “Fulton County” or “County”), a political subdivision of the State of Georgia, acting by and through its Community Development Department’s Youth and Community Services Division (“YCS”), and **Atlanta Technical College Foundation, Inc.** (hereinafter referred to as “Contractor”), a corporation organized as a nonprofit, tax exempt 501(c) (3) agency, authorized to conduct business within the state of Georgia (hereinafter collectively referred to as the “Parties”).

WITNESSETH

WHEREAS, as part of its official functions, Fulton County is authorized to exercise the power of taxation pursuant to Art. IX, Section IV., Par. I of the Constitution of the State of Georgia of 1983, and to expend such funds raised by the exercise of said powers for public purposes as declared in Art. IX, Section IV., Par. II of the Constitution; and

WHEREAS, Contractor has in its employ personnel, and under its supervision, facilities and resources by which it can render to Fulton County and the citizens thereof certain services authorized by the aforementioned Constitutional provision; and

WHEREAS, Contractor has agreed to render services to the citizens of Fulton County, and the County has appropriated funds for those services; and

WHEREAS, the parties desire to execute a formal agreement for the services to be rendered by Contractor, and said services shall be defined, and consideration to be paid for such services by Fulton County for the successful performance of the services, and shall be enumerated.

The Agreement was approved by the Fulton County Board of Commissioners on **May 17, 2023, BOC#23-0351**.

NOW, THEREFORE, in consideration of the premises, payment of the sum hereinafter set forth and the performance of the services described herein, it is mutually agreed as follows:

INDEX OF ARTICLES

- ARTICLE 1. PARTIES AND TERM
- ARTICLE 2. SCOPE OF CONTRACTOR'S DUTIES
- ARTICLE 3. COMPENSATION FOR SERVICES
- ARTICLE 4. RECORD KEEPING
- ARTICLE 5. INDEMNIFICATION
- ARTICLE 6. TERMINATION OF AGREEMENT FOR CAUSE
- ARTICLE 7. INDEPENDENT CONTRACTOR STATUS
- ARTICLE 8. INSURANCE
- ARTICLE 9. AMENDMENTS AND MODIFICATIONS TO AGREEMENT
- ARTICLE 10. SUBCONTRACTING
- ARTICLE 11. ASSIGNABILITY
- ARTICLE 12. SEVERABILITY OF TERMS
- ARTICLE 13. PRECEDENCE OF AGREEMENT
- ARTICLE 14. EQUAL EMPLOYMENT OPPORTUNITY
- ARTICLE 15. CAPTIONS
- ARTICLE 16. GOVERNING LAW
- ARTICLE 17. JURISDICTION

ARTICLE I - PARTIES AND TERM:

(a) Fulton County, through its YCS, retains Contractor, and Contractor accepts retention by Fulton County to render the services as hereinafter defined and required; to perform such services in a manner and to the extent required by the parties herein; and as may be hereafter amended or extended in writing by mutual agreement of the parties.

(b) The Chairperson of the Board of Directors for the Contractor or authorized representative (hereinafter “Board Chair”) represents that she/he is authorized to bind and enter into contracts on behalf of Contractor, including this Agreement.

(c) Nothing contained in this Agreement shall be constructed to be a waiver of Fulton County’s sovereign immunity or any individual’s official or qualified good faith immunity.

(d) This Agreement will remain in effect from **January 1, 2023**, until midnight **December 31, 2023**.

(e) Fulton County shall have the right to suspend immediately Contractor’s performance hereunder on an emergency basis under this Agreement whenever necessary, in the sole opinion of Fulton County, to avert a life threatening situation or other sufficiently serious deficiency.

ARTICLE II - SCOPE OF CONTRACTOR’S DUTIES:

Upon execution of this Agreement, the Contractor will provide the following services for Fulton County:

SCOPE OF WORK:

Veterans Services Program (VSP)

VSP Service Category: Homeless and Housing

VSP Funding Priority(ies):

Homelessness: Homelessness and Housing Veterans Homelessness|Homelessness and Housing Veterans Transitional Assistance

Atlanta Technical College Foundation, Inc., The ATC Fulton County Veterans Services Program (ATC-FCVS) will provide services at the following locations at specified times during the contract period of **01/01/2023** through **12/31/2023**:

Service Delivery Site(s):

YCS Staff paste Service delivery site(s) from WebGrants (Q.9):

Name of Program Site:	Program Location (complete physical address):	Program City	Program State	Program Zip code	Fulton County District of the program (Facility) location:	District(s) of Fulton County Residents Served by the program (facility) location:
Atlanta Technical College	1560 Metropolitan Parkway	Atlanta	GA	30310	4	1, 2, 3, 4, 5, 6

Approach and Design:

Atlanta Technical College Foundation, Inc., The ATC Fulton County Veterans Services Program (ATC-FCVS) will provide services to **50** clients that reside in Fulton County, with VSP funding.

Atlanta Technical College Foundation, Inc., The ATC Fulton County Veterans Services Program (ATC-FCVS) will provide the following activities and services in Fulton County with VSP funding:

Atlanta Technical College's Veteran Department is run by veterans for veterans and offers a one-stop shop that is easily accessible and widely available to service members, veterans, and dependents. We aim to empower our service members, veterans, and dependents with the tools necessary for achieving their academic goals. ATC's Veteran Services Department strives to provide a supportive educational environment that fosters student success and achievement through information sharing, referral services, and outreach programs. Location: The Atlanta Technical College Veteran's Service Department is located in the Student Success Center on the main campus of ATC. The College provides career-focused education in more than 150 fields of study; job readiness assessments; development of individual academic advisement/completion plans; referrals to external support programs and services; academic tutoring and coaching; resume and interviewing assistance; and job search resources. The FCVS@ATC program takes place on our college campus that is accessible under the Americans with Disabilities Act (ADA) and aligns with the Homeless and Housing Funding and provides services under the Funding Priority of Veterans Transitional Assistance of this grant's requirements: 1) Veterans Impacted by Poverty - through our community partnership with Warrior Alliance, FCVS@ATC program includes housing, basic needs, food security, goods and services, emergency financial services, and substance abuse and support programs. This aspect of the FCVS@ATC program is delivered through an intentional partnership focused on reversing poverty trends for veterans by meeting their foundational wraparound needs. address homeless prevention, and home repairs to help Veterans remain in their homes. The Warrior Alliance case management team connects the FCVS@ATC student with organizations that support the County's commitment to making homelessness rare, brief, and nonrecurring through funding opportunities to nonprofit organizations to quickly rehouse homeless Veterans and families. Veterans and families are serviced through emergency, transitional, and permanent housing programs using this referral system. 2) Veterans Employment and Employment Training - includes job training, job search and preparation services, and business ownership counseling. FCVS@ATC program prepares veterans and transitioning service members for meaningful careers provides entrepreneurship resources and expertise, and protects reemployment rights. 3) Veterans Education - includes GI Bill assistance, retirement, financial aid counseling, loans, scholarships, tuition programs, learning skills preparation, and student Veterans organization support. Programs should focus on promoting educational opportunities and supporting student Veterans currently enrolled in schools. 4) Veterans Financial Planning/Services - provided by ATC's Continuing Education Department, this customized course is a program curriculum component that includes compensation, consumer protection, budgetary, pension and tax counseling, unemployment services, and emergency assistance. FCVS@ATC program focuses on preparing transitioning military members for financial success and helping all Veterans obtain financial security and retirement planning knowledge for self-sustainability. 5) Veterans Legal Services - will be provided by our community partnership with Legal Aid, which will provide legal assistance, pro bono programs, legal clinics, judicial system programs, service records, identification cards, and military awards and discharge review. The FCVS@ATC program focuses on access to legal resources to assist with medical challenges, disability benefits, reemployment rights, debt collection, housing, criminal matters, license restoration, and family law. (See a slightly larger outline of additional partnerships under "Available Resources and

Sustainability Section in this narrative"). 6) Percentage of high school students who meet literacy requirements - to provide comprehensive services to families and military-connected members of our veteran students as they transition from the military to civilian life after their service. Programs, Services, and Campus Culture ATC has been intentional in its approach and design of all Veteran Department programming to ensure the campus is 'veteran-friendly,' entailing a variety of factors such as support, admissions, funding, communication, and services. There is tremendous diversity and inclusion (DI) in framing ATC's veteran-friendly programs across the academic institution. ATC has created a culture of trust and connectedness across the campus community to promote the well-being and success of veterans. The three core elements of design activities include: Creating Successful Programs Academic Support Campus Culture Top-Down Support Central Point of Contact Veteran-Specific Space Identifying Student Veterans Student Veteran Organization Veterans Orientation Staff and Faculty Training Opening Lines of Communication Academic Preparation and Tutoring Veteran-Specific Courses Campus Life Engaging Student Veterans Housing Information Approach #1-Education: ATC is part of the Technical College System of Georgia (TCSG). Given this, the FCVS@ATC program seeks to enhance the academic power of technical education services offered to increase further the capacity of educational, training, and employment efforts for veterans and military-connected individuals in Fulton County. Of our current veteran student population, 35% reside in Fulton County. There will be no duplication or over saturation of services, instead a chance to expand and sustain ATC's technical college education model as a "Bridge Program" for veterans and military-connected individuals - with a laser focus on those being impacted by homelessness. Designed as a blended program model, FCVS@ATC incorporates a) Career Pathways and b) Alternative Pathways Program (APP) by preparing those who lack adequate basic skills to enter and succeed in post-secondary education and workforce training, leading to career-path employment. FCVS@ATC is a scaffolding education and training that drives successful program completion and job placement outcomes. FCVS@ATC incorporates six "program pillars" that APPs need to optimize as best practicing to best serve the veterans effectively. This program ensures sustainability, access, quality education, training, and employment services for a disenfranchised and low-income population. FCVS@ATC explicitly prepares veterans and military-connected individuals for validated in-demand workforce opportunities. Approach #2: Center for Workforce Innovation: FCVS@ATC within the college represents an exciting potential solution to the employment barriers of veterans and military-connected individuals who are often low-income adults reacclimating to our communities. Additionally, ATC will use its Center for Workforce Innovation (CWI) as the core element of the FCVS@ATC program design. The CWI is an innovative partnership between Atlanta Technical College, the City of Atlanta, and the Atlanta Committee for Progress. With the direct input, investment, and involvement of corporate and community partners, the CWI focuses on preparing students to enter careers that meet local high-demand, rapidly changing workforce needs and lead to economic mobility. Atlanta Technical College has a 99 percent job placement rate. ATC has a proven track record in removing barriers to access and success, helping students succeed. During 2020-2022 despite navigating a pandemic, enrollment, retention, and graduation reached the highest they have ever been in the history of the college. Outreach and Recruitment Strategies incorporate the following: 1) Sustain and develop relationships with Veteran-Focused Groups; 2) Attend or sponsor career events near military installations, as well as career events on campus and participating in career events at military installations; 3) Attend and participate in career fairs and information sessions throughout the community, speak to groups and various associations; 4) Keep the Military Brand on Campus - sponsoring military events on or near campus and recruitment through word-of-mouth marketing; 5) Connect with Off-Campus Organizations - local VA Branches and the Association of the United States Army, among others; and 6) Target Focused Recruitment- military bases, transit homes, and Veteran Hospitals. These strategies provide students access to resources essential to becoming successful college completers and, ultimately, well-skilled, confident employees. Student Experience - for veterans mirror that of all ATC CWI students within the college (See illustration below).

Policies - ATC has clearly defined policies that drive protocols, processes, and practices. In terms of supporting the military-connected student, ATC's policies are designed to contribute to a positive and productive experience for active veterans, National Guard, Reserve, or family members. Clear and concise directions on the application process and school policies related to student veterans' acceptance, readmission, and transfer process contribute to a less daunting campus experience. Admissions Policy Applications Student Services Recruitment Application process Entrance exams Transcript review Financial aid Website communication Early registration Residency policies Withdrawal and readmission Diversity Disability services Health services Mental health services Career services Staffing Pattern - The FCVS@ATC program will have two designated team members for the program's implementation: Program Coordinator - certifying official and designated individual to provide oversight of partnerships, policies, performance and reporting, and institutional alignment with ATC's guidelines. Part-time Academic Adviser and Admin Assistant - a single point of contact on campus to help veteran students and family members students navigate their college experience. Responsible for recruitment and outreach activities performs data entry within the Banner System and contributes to employer engagement for career and employment pathways success.

Designation of VSP Funds:

Based on the awarded amount of **\$87,000.00**, the VSP funds are designated according to the following cost categories: Administrative, Operational, and Direct Services.

- **Administrative Expenses-** VSP Funds that are spent on Executive/Management Staff and Administrative Support Staff salaries, salary fringe and benefits ONLY. (Note: Not more than 5% of grant award can be used for administrative costs. Includes direct and indirect charges for administration of the grant)
- **Operational Expenditures-** VSP funds used to conduct agency/ organizational functions that are secondary to program service delivery such as: office/warehouse lease or mortgage expenses, office supplies (pens, toner, paper, etc.), agency's utility expenses, staff transportation expenses, marketing/catalogues, etc.
- **Direct Service Expenditures-** VSP funds utilized to provide services directly to agency/program participants such as payments made on behalf of participants for rent, utilities, food, shelter, transportation (rentals, gas, and parking, bus drivers, participant's public transportation costs, etc.) , scholarships and day care vouchers, salaries and fringe benefits for direct service personnel (Case Managers, Educators, Subcontractors, etc.), program supplies (educational/instructional materials, paper, pencils, markers, etc.) directly consumed by participants. Program materials that may be pertinent to the scope of services of a funded program and that aid in contractor meeting contracted program outcomes are included in this definition (i.e. children's story books, educational games, puzzles, and flash cards).

The maximum amount of VSP funds allowed for administrative purposes (executive staff salaries and benefits only) is 5% of funds awarded. Throughout the contract period, program expenditures will be monitored (via performance reports) to ensure that funding is utilized as contracted.

YCS Staff paste designation of funding request chart from WebGrants (Q.8)

Cost Category	Designation of VSP Funding Award	Detailed Explanation of how the Funding Award will be Expended
Administrative (5% Admin max of funds awarded.)	\$4,350.00	Senior level program oversight, compliance monitoring and financial management.
Operational	\$1,000.00	Program Supplies
Direct Services	\$81,650.00	Direct service staff, tuition, fees, books, equipment, credential attainment incentives, etc.
Totals	\$87,000.00	

Additional Explanation of Funding Details:

Administrative - The Dean of Students provides director supervision to the Veterans Coordinator (VC) and will meet with the VC weekly for programmatic guidance and direction as needed. The Director of Grants Management will ensure required reports are submitted timely, programmatic compliance through internal monitoring, and track enrollment, retention, credential attainment, and employment data through the Institutional Effectiveness and Learning Division. Account for all funds associated with the program. Monitor the quality of services offered. The Grant Accountant will be responsible for all financial reporting.

Operational - Program supplies.

Direct Services - Develop organizational partnerships with government and private and nonprofit entities. Provide case management and advocacy to all participants. Develop and sustain relationships with community organizations, agencies, and employers to ensure that the essential needs of the participants are met and implement program resources and assessment tools to help participants identify their personality traits, skills, interests, and values related to exploring career options.

A part-time academic adviser will advise students on academic requirements and selection of courses; Assists students in developing and personalizing an education plan; disseminate information on institutional policies and procedures; evaluate and determines the transfer of credits; and researches approach descriptions to determine transferability. Admin Assistant interface with veterans.

Direct Services - grants funds will be used to provide the following: emergency breakfast and lunch vouchers, tuition, fees, books, uniforms, tools, Veterans club meetings refreshments, Veterans Day Events, short and long sleeves polo shirts, equipment, uniforms, technology assistance, credential attainment incentives, and workforce readiness and digital literacy completion incentives to the ATC-FCVSP students.

Program Performance Measures:

Atlanta Technical College Foundation, Inc. agrees to track and report program performance to the Fulton County Department of Community Development.

County Defined Performance Measure(s):

Homelessness: Homelessness Number of individuals whose barriers to self sufficiency are eliminated or reduced paths to self sufficiency created

The following program measures/ Key Performance Indicators (“KPI’s”) will be utilized to track and report program outcomes for the Fulton County residents supported with VSP funding, during the funding period (January 1, 2023-December 31, 2023):

Veterans whose barriers to self-sufficiency are eliminated or reduced paths to self-sufficiency.- Number of Veterans that continue to further post-secondary education pursuits.100% of participants desiring further post-secondary pursuits will be supported.Data Collection -Documentation that substantiates further educational pursuits.- Number of Veterans who complete GED requirements; Attainment of credentials in post-secondary training; Training Completions; Credentials obtained100% of participants will be enrolled in credential training services based on the selected program of study.85% of participants will earn industry-recognized credentials from Atlanta Technical College. The selected programs of study will determine the training length required to achieve the credential.Data Collection - The Technical College System of Georgia has a very robust data collection system and provides outcomes reports to all Technical Colleges at the end of each semester.- Number of Veterans placed in Living Wage Employment; receiving training/job development/employment support services which lead to self-sufficiency100% of graduates will be referred to the Career Services Office for employment assistance and employment support services after credentials are received.Data Collection - The Technical College System of Georgia has a very robust data collection system and provides outcomes reports to all Technical Colleges at the end of each semester.

Agency Defined Performance Measure(s):


- Number of Veterans that attend at least two program-specific workshops90% of participants will attend at least two program-specific workshopsData Collection - Sign-in sheets from each workshop session- Number of Veterans referred for external wraparound services100% of participants in need of external wraparound services will be referredData Collection - Referral documentation to the external partner verifying the service provided

ADDITIONAL REQUIREMENTS

Failure to adhere to the terms of this Agreement, in addition to the requirements listed below, may result in one or all of the following; delayed disbursement or total loss of awarded funds, and / or ineligibility to receive an RFP award during the next funding cycle.

1. Contractor agrees to develop, in conjunction with Fulton County, a process of accepting and serving Fulton County residents referred by the Youth and Community Services Division of Fulton County Government.
2. As consideration for the County providing funding and the non-profit entity accepting same, the non-profit entity shall, upon the County's request, participate in County-sponsored events and activities on County property, when feasible. The non-profit agency shall use its best efforts to comply with the County's request provided that it is given at least one week's notice to do so. Failure to participate will be taken into consideration for future funding requested by the non-profit entity.
3. Contractor agrees to allow staff from the Fulton County Department of Community Development to conduct contract compliance site visits as necessary (announced or unannounced).
4. During the site visit, Contractor will be required to allow staff to monitor programming, as well as review client rosters / sign-in sheets and/ or Registration information that should include complete addresses of Fulton County residents served by this funding.
5. Contractor agrees to comply with the Operational Specifications outlined in the 2023 Veterans Services Program RFP 23RFP021323C-MH
6. Contractor agrees that advertising, promotions and other publicity in connection with the supported program(s) shall include the following acknowledgement: **“Funding provided in part by the Fulton County Board of Commissioners under the guidance of the Department of Community Development.”**

Note: If your agency uses logos versus text, you may substitute the language above with the Fulton

County Logo  .

Reporting

It is the Contractor's responsibility to ensure accurate reporting of all information contained in the performance reports. Reports and supportive documentation that consistently include erroneous/inaccurate data may result in a required reimbursement of funding and/or may negatively impact future funding.

6. Contractor will be required to submit completed performance reports (with deadlines of July 28, 2023, and January 12, 2024) to adhere to the requirements outlined in the Performance Report Instructions, as well as the format provided by the Fulton County Department of Community Development. Future funding will be affected if performance reports are not submitted by stipulated due dates.
7. Contractor will be required to provide demographic information concerning the Fulton County residents served, including, but not limited to age, race/ethnicity and gender.
8. Contractor will be required to report the number of UNDUPLICATED/NEW participants directly served through the Veterans Services Program funding. **Please note:** Failure to serve the total number of participants contracted to be served with VSP funding may result in reimbursement of VSP funding to Fulton County. Failure to reimburse the funding requested will result in the ineligibility to receive future funding.
9. Contractor will be required to submit unduplicated client rosters in a spreadsheet format that includes the complete residential addresses of the Fulton County residents served with VSP funding, and

LEDGERS demonstrating how Veterans Services Program funds were expended for the specified reporting period.

Expenditure of Funds

10. Contractor is prohibited from utilizing VSP funds for capital expenditures. (A “capital expenditure” is defined as: any resource not completely consumed during the contract year, i.e. computers, printers, construction, vehicles, cell phones, etc.) Program materials that may be pertinent to the scope of services of a funded program and that aid in contractor meeting contracted program outcomes are excluded from the definition of “capital expenditure” (e.g., children's story books, educational materials, games, puzzles, and flash cards).

11. Veterans Services Program funds must be expended by December 31, 2023. All funds that are not spent by this date must be reimbursed to Fulton County Government within 30 days of written request. A Contractor’s failure to adhere to this requirement will result in one or more of the following: inability to receive future funding from Fulton County, and/or legal action against the agency to recoup funding that are not reimbursed by the deadline.

ARTICLE III - COMPENSATION FOR SERVICES

(a) Fulton County agrees to pay Contractor a maximum sum of **\$87,000.00**.

(b) Upon receipt and approval of Contractor's invoice delineating projected expenditures for the first six months of the contracting period. Upon receipt and approval of said invoice, County shall pay Contractor the first six months of compensation provided for by this Agreement. The Contractor shall provide Fulton County with a second invoice delineating projected expenditures for the remaining six months of the Agreement Term. Upon receipt and approval of said invoice, Fulton County shall pay Contractor the second six months of compensation provided by this Agreement. **A failure by Contractor to submit the invoice for the first and/ or second six months of the contracting period will constitute a breach of this Agreement.**

(c) If through any cause, Contractor shall fail to fulfill its obligation under this Agreement in a timely and proper fashion or in the event that any of the provision or stipulations of this Agreement are violated by Contractor, Fulton County shall thereupon have the right to immediately suspend or terminate this Agreement by serving written notice as defined herein upon Contractor of Fulton County's intent to suspend or terminate this Agreement. If the Agreement is terminated pursuant to this paragraph, Contractor shall be exclusively limited to receiving only the compensation for work performed in a manner satisfactory to Fulton County up to and including the date of the written termination notice.

(d) The Contractor agrees and understands that all expenditures must be consistent with the scope and purpose of this Agreement, and expenditures must be consistent with the guidelines and definitions established in the **Veterans Services Program Request for Proposal ("RFP") 23RFP021323C-MH**, which is hereby incorporated by reference herein and made a part of this agreement. The County reserves the right to approve and reject payment for expenditures which are not consistent with the scope and purpose of this Agreement, and which the County determines are not consistent with the guidelines and definitions established in the Veterans Services Program RFP.

(e) The Contractor agrees and understands that Fulton County has the right to recover funds from Contractor for compensation received, pursuant to subsection (b) above if Contractor fails to perform the services outlined in Article II or does not perform such services to the satisfaction of Fulton County.

ARTICLE IV - RECORD KEEPING

(a) Contractor shall maintain accurate records of the expenditure and disposition of funds, and such records must be in accordance with good accounting practices, and made available for inspection and audit by Fulton County at a time mutually agreeable to parties and upon thirty (30) days' notice to contractor.

(b) All reports and communications, with supportive documentation consistent with contract provisions outlined in Article II, must be provided to Fulton County, in accordance with Article IV.

(c) A performance report, with supportive documentation consistent with provisions of the Agreement outlined in Article II, must be provided to Fulton County no later than **July 28, 2023, for the period January 1, 2023-June 30, 2023; and January 12, 2024, for the period July 1, 2023-December 31, 2023.**

(d) Contractor shall be responsible for sending staff representation to mandatory meetings that will be sponsored by the Fulton County Department of Community Development. Contractor will be notified in advance of said meetings.

(e) All notices, program reports and other communications required to be given under this Contract shall be sufficient if in writing and either delivered via e-mail, personally or sent by postage, prepaid, certified or registered United States mail, return receipt requested, or e-mail addressed as follows:

To Fulton County:

**Youth and Community Services Division
Veterans Services Program
c/o: Grants Administration
hsd.grants@fultoncountyga.gov
137 Peachtree Street, SW
Atlanta, Georgia 30303**

To Contractor:

**Atlanta Technical College Foundation, Inc.
1560 Metropolitan Parkway SW
Atlanta, Georgia 30310**

The Parties may only modify or update the above-referenced addresses during the term of this Agreement by providing formal notice to the other party of such a change pursuant to the terms of this provision.

(f) Contractor understands and agrees that, upon Fulton County's determination that Contractor is not or has not been in substantial compliance with any term of this Agreement with respect to the performance and provision of services at any single delivery site, Fulton County shall thereupon have the right to immediately suspend or terminate this Agreement upon written notice to Contractor. Contractor further understands and agrees that if Fulton County determines that Contractor is not or has not been in substantial compliance with any term of this Agreement with respect to the performance and provision of services at any single delivery site, Fulton County may request, and the Contractor shall provide, any and all additional reports, records or documentation Fulton County deems necessary to evaluate, assess and/or measure Contractor's overall level of performance under this Agreement, including Contractor's performance at other delivery sites.

ARTICLE V - INDEMNIFICATION

Contractor hereby covenants and agrees to indemnify and hold harmless Fulton County, its Commissioners, officers, and employees from all claims, losses, liabilities, damages, deficiencies, demands, judgments, or costs (including without limitation reasonable attorney's fees and legal expenses) suffered or occurred by such party, whether arising in tort, contract, strict liability or otherwise, including without limitation, personal injury, wrongful death or property damage arising in any way from the actions or omissions of Contractor, its directors, officers, employees, agents, successors and assigns in connection with its acceptance, or the performance, or nonperformance of its obligations under this Agreement; provided, however, that nothing herein shall be construed to preclude the Contractor from bringing suit against the County for breach of the terms of this Agreement.

**ARTICLE VI – TERMINATION OF AGREEMENT FOR COUNTY’S CONVENIENCE AND
FOR CAUSE**

(a) This Agreement is effective on **January 1, 2023**, and shall terminate on **December 31, 2023**, unless earlier terminated in accordance with the provisions of this Agreement. Notwithstanding termination of the Agreement, Contractor is obligated to fulfill all of its obligations, including its reporting requirements.

(b) Notwithstanding the above provisions, Fulton County may terminate this Agreement for convenience, or Fulton County or the Contractor may terminate this Agreement at any time for any reason by giving written notice of the intent to terminate the Agreement thirty (30) days in advance, by certified mail, return receipt requested, with proper postage prepaid, or by hand delivery, to the other party at the physical address provided herein for notice. The termination shall become effective on the thirtieth (30th) day after the date of such written notice unless the parties otherwise agree in writing. If this Agreement is terminated pursuant to this paragraph, Contractor shall be exclusively limited to receiving compensation for the work satisfactorily performed up to and including the effective date of termination.

(c) Fulton County shall have the right to suspend immediately Contractor’s performance hereunder on an emergency basis whenever necessary, in the opinion of Fulton County, to avert a life threatening situation or other sufficiently serious risk.

(d) In the event that this agreement is terminated by Fulton County or Contractor, following the Fulton County’s determination that Contractor is not or has not been in substantial compliance with any provision of this agreement, Contractor agrees that Fulton County shall have the right to request repayment in full of all compensation paid to Contractor pursuant to Article III of this agreement. If Fulton County exercises its right under this subsection, Contractor agrees to and shall repay Fulton County all compensation paid to Contractor pursuant to Article III of this Agreement.

(e) In the event that this agreement is terminated by Fulton County or Contractor, following the Fulton County’s determination that Contractor is not or has not been in substantial compliance with any

provision of this agreement, Contractor agrees that Fulton County shall have the right to terminate this Agreement between Fulton County and Contractor without penalty. Contractor acknowledges and agrees that Fulton County's right to terminate includes, but is not limited to, the right to withhold any and all future compensation due to Contractor pursuant to the terms of any and all other agreements between Fulton County and Contractor.

(f) In the event that this Agreement is terminated by Fulton County or Contractor, following Fulton County's determination that Contractor is not or has not been in substantial compliance with any provision of this Agreement, Contractor agrees that it shall not be eligible to either enter or to apply to enter into future contracts with Fulton County until it has addressed any and all areas of deficiency or non-compliance to Fulton County's satisfaction.

ARTICLE VII - INDEPENDENT CONTRACTOR STATUS

(a) Nothing contained herein shall be deemed to create any relationship other than that of an independent contractor between Fulton County and Contractor. Under no circumstances shall Contractor, its directors, officers, employees, agents, successors or assigns be deemed employees, agents, partners, successors, assigns or legal representatives of Fulton County.

(b) Contractor acknowledges that **Atlanta Technical College Foundation, Inc.**, its directors, officers, employees, agents and assigns shall have no right of redress pursuant to the Personnel Rules and Regulations of Fulton County.

(c) The Contractor 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 Contractor 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 Contractor shall maintain records pertaining to such taxes as well as payment thereof and shall make the same available to Fulton County at all reasonable times for inspection and copying. The Contractor shall apply for any and all tax exemptions which may be applicable

and shall timely request from Fulton County such documents and information as may be necessary to obtain such tax exemptions. Fulton County shall have no liability to the Contractor for payment of any tax from which it is exempt.

ARTICLE VIII - INSURANCE

Contractor agrees to obtain, maintain and furnish to Fulton County, a Certificate of Insurance (COI) showing the required coverage during the entire term of this Agreement. All insurance limits are listed in the “Insurance and Risk Management Provisions” document, Attachment “A”, with Fulton County, Georgia added as an “Additional Insured”. 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 IX – AMENDMENTS AND MODIFICATIONS TO CONTRACT

(a) This Agreement constitutes the entire agreement between Fulton County and Contractor, and there are no further written or oral agreements with respect thereto, no variations, amendments or modifications of this Agreement, and no waiver of its provisions, shall be valid unless in writing and signed by Fulton County’s and Contractor’s duly authorized representatives and entered into on the minutes of the Fulton County Board of Commissioners meeting.

(b) Modifications or amendments which require a change in compensation level must be approved by the Fulton County Board of Commissioners and Contractor; other modifications, amendments or variations may be agreed to in writing, between the Contractor and the Contract Administrator when the amount of this Agreement and its Term remain unchanged.

ARTICLE X - SUBCONTRACTING

Contractor 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 Fulton County.

ARTICLE XI - ASSIGNABILITY

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

ARTICLE XII - SEVERABILITY OF TERMS

If any part or provision of this Agreement is held invalid the remainder of this Agreement shall not be affected thereby and shall continue in full and effect.

ARTICLE XIII – PRECEDENCE OF AGREEMENT

In the event that any language in the Department of Community Development’s Veterans Services Program RFP is in conflict with the language in this Agreement, this Agreement shall take precedence.

ARTICLE XIV - EQUAL EMPLOYMENT OPPORTUNITY

In accordance with Fulton County Code Sections 102-391 (Equal Opportunity Clause) and 154-3 (Policy of Equal Opportunity): (a): During the performance of this Agreement, the Contractor agrees as follows:

(1) The Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, national origin, or disability. As used herein, the words “shall not discriminate” shall mean and include without limitations the following:

Recruited, whether by advertising or other means; compensated, whether in the form of rates of pay, or other forms of compensation; selected for training, including apprenticeship; promoted; upgraded; demoted, downgraded; transferred; laid off; and terminated.

The Contractor agrees to and shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause.

(2) The Contractor shall in solicitation or advertisement for employees, placed by or on behalf of the Contractor; state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, sexual orientation, national origin, or disability.

(3) The Contractor shall send to each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or workers' representative of the Contractor's commitments under the Equal Opportunity Program of Fulton County and under this Article, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Contractor and its subcontractors, if any, shall file Compliance Reports at reasonable times and intervals with Fulton County in the form and to the extent prescribed by the director. Compliance Reports filed at such times as directed shall contain information as to the employment practices, policies, programs and statistics of the Contractor and its subcontractors.

(5) The Contractor shall include the provisions of paragraphs (1) through (5) of this equal employment opportunity clause and every subcontractor purchase order so that such provision shall be binding upon each subcontractor.

ARTICLE XV - CAPTIONS

The captions are inserted herein only as a matter of convenience and for reference and in no way define, limit, or describe the scope of this Agreement or the intent of the provisions thereof.

ARTICLE XVI - GOVERNING LAW

This Agreement shall be governed in all respects, as to validity, construction, capacity, and performance or otherwise, by the laws of the State of Georgia.

ARTICLE XVII - 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.

[SIGNATURES ON FOLLOWING PAGE]

Attachment A

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:

CONTRACTOR:

FULTON COUNTY, GEORGIA

VENDOR NAME Atlanta Technical College Foundation, Inc.

DocuSigned by:
Robert L. Pitts
BA715B1A26544E7
Robert L. Pitts, Chairman
Fulton County Board of Commissioners

DocuSigned by: Name of Signatory: Shannon Georgecink
Shannon Georgecink
D4150D9EB1C2459... Executive Director
Authorized Signature

Please select Attest OR Notary from the checkbox
 Attest Notary

ATTEST:

ATTEST:

DocuSigned by:
Tonya R. Grier
EEC476C4837648D...
Tonya R. Grier
Clerk to the Commission

DocuSigned by: 2nd Signatory Name: Dr. Victoria Seals
Dr. Victoria Seals
374C284D313E4A6... 2nd Signatory Title: President

Tonya R. Grier
Clerk to the Commission

DocuSigned by:


Second Authorized Signature

DocuSigned by:


(Affix County Seal)

(Affix Corporate Seal)

APPROVED AS TO FORM:

ATTEST:

DocuSigned by:
David Lowman
0EC92EDADEFB4B8...
Office of the County Attorney

Notary Public

APPROVED AS TO CONTENT:

County: _____

DocuSigned by:
Stanley Wilson
5E4D76DFB4A0450...
Stanley Wilson, Director
Fulton County Department of
Community Development

Commission Expires: _____

(Affix Notary Seal)

Please select RCS or RM from the checkbox

RCS

RM

ITEM#: 2023-0351	RCS: 5/17/2023	ITEM#: _____	RM: _____
RECESS MEETING		REGULAR MEETING	

STATE OF GEORGIA
DEPARTMENT OF ADMINISTRATIVE SERVICES
CERTIFICATE OF INSURANCE

Name and Address of Agency Department of Administrative Services Risk Management Services 200 Piedmont Avenue SE Suite 1208 West Tower Atlanta, Georgia 30334-9010	Coverages Afforded By:		
	Company Letter	A	State of Ga. Risk Management Services
	Company Letter	B	Great American Insurance Company
	Company Letter	C	
	Company Letter	D	
Name and Address of Insured TCSG-Atlanta Technical College 1560 Metropolitan Parkway Atlanta, GA 30310	Company Letter	E	

This certificate is given as a matter of information only and confers no rights upon the certificate holder. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policy(ies) described herein is subject to all the terms, exclusions and conditions of such policy(ies). This certificate does not amend, extend or otherwise alter the coverages afforded by the policy(ies) described herein.

COMPANY LETTER	TYPES OF INSURANCE	POLICY NUMBER	POLICY EXPIRES	LIMITS APPLY SEPARATELY PER POLICY
A	COV. LIABILITY (GL, MEDICAL MALPRACTICE) A TORT CLAIMS LIABILITY POLICY. State agency or Authority is insured When sued in state courts.	TCP 401-14-20	6/30/2023	BODILY INJURY & PROPERTY DAMAGE & PERSONAL INJURY COMBINED
A	B EMPLOYEE LIABILITY POLICY. Employee is insured when sued Individually. C STATE AUTHORITY POLICY. Coverage applies when Authority. is sued in federal court	CGL 401-14-20	6/30/2023	PER PERSON \$1,000,000 AGGREGATE \$3,000,000 OCCURRENCE POLICIES (X)
A	Contractual and/or Additional Insured Coverage applies to Certificate Holder if policy A ___ B ___ C ___ is checked			
	D COV. AUTOMOBILE LIABILITY COVERAGE Owned, rented, and non-owned automobiles when Agency or Authority is sued in state court or employee is sued in federal court	TCP 401-14-20	6/30/2023	C.S.L PER PERSON \$1,000,000 AGGREGATE \$3,000,000
	E Physical Damage Coverage			Other than Coll. 500 Ded. Coll. 500 Ded.
	F Excess Authority Coverage when Authority is sued in federal court G Excess Contractual and /or additional insured coverage when certificate holder is sued in federal or state court yes ___ no ___			LIMITS SHOWN INCLUDE THE LIMITS OF LIABILITY SHOWN UNDER COVERAGES C-D FOR AUTHORITIES ONLY SINGLE LIMIT LIABILITY:
A	H WORKER'S COMP. COVERAGE	SELF-INSURED	NONE	STATUTE
B	COV. MISC. COVERAGE I Property J Other Fidelity Bond	GVT 554-39-95-19	6/30/2023	\$50,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES

Contractual Liability is NOT provided and the Certificate Holder is NOT an additional insured. Coverage applies to state employees while performing state assigned duties.

CANCELLATION:

In the event of cancellation of the policy(ies) described herein, Risk Management Services will endeavor to provide 30 days written notice to the certificate holder, however Risk Management Services assumes no legal responsibility for failure to do so.

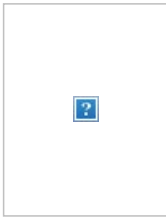
NAME AND ADDRESS OF CERTIFICATE HOLDER		DATE ISSUED: <u>06/15/2021</u>
TO WHOM IT MAY CONCERN		 AUTHORIZED REPRESENTATIVE

From: [COVIDcommunityresponse](#)
To: [Wise, Lance](#)
Subject: RECEIVED RE: PROCESS COMPLETED RE: 2019 My Brother's Keeper Fulton County (MBKFC) Contract via DocuSign - Atlanta Technical College Foundation, Inc.
Date: Thursday, June 23, 2022 12:19:34 PM
Attachments: [image001.png](#)
[image004.png](#)
[image005.jpg](#)
[image006.jpg](#)
[image007.png](#)
[image008.png](#)
[image009.png](#)
[image010.png](#)
[image011.png](#)
[image012.png](#)
[image013.jpg](#)
[image014.png](#)
[image015.jpg](#)
[image016.jpg](#)
[image017.png](#)

CAUTION:This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Received and noted. We will update the Fulton County Attorney's Office so that they may proceed with executing your agency's contract.

Thanks



Department of Community Development
covidcommunityresponse@fultoncountyga.gov
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From: Wise, Lance <lwise@atlantatech.edu>
Sent: Thursday, June 23, 2022 10:43 AM
To: COVIDcommunityresponse <COVIDcommunityresponse@fultoncountyga.gov>
Subject: FW: PROCESS COMPLETED RE: 2019 My Brother's Keeper Fulton County (MBKFC) Contract via DocuSign - Atlanta Technical College Foundation, Inc.

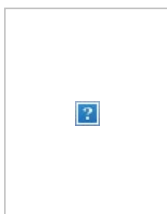
Good morning; see the email string below that delineates the process that Atlanta Tech and Fulton County agreed to address the insurance requirement under the MBKFC grant award. I also attached the email submitted that states as a state agency, ATC can not name a third party as an additional insured, a copy of the revised Fulton County contract document, and the insurance certificate. Here's an excerpt from the email string:

Hello Dr. Seals,

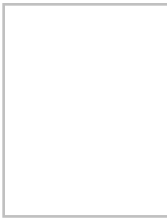
I have received clearance from our legal team that it is ok to proceed with the contract and issuance of funding based on bullet #1 stated in the e-mail (*MBKFC program operates under the ATC Adult Education program and, therefore, the MBKFC program activities are covered under the insurance policy my office provided*).

Once we receive the signed contract from your agency via DocuSign, we will move forward with execution and process payment.

Thanks



Carlos S. Thomas
Division Manager
Youth and Community Services Division | Department of Community Development
137 Peachtree Street, SW, Atlanta | Georgia 30303
404-612-0749 (office) | 404-612-1113 (efax)
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From: Thomas, Carlos
Sent: Tuesday, December 03, 2019 1:37 PM
To: 'Wise, Lance'
Cc: 'Sewell, Melanie'; 'McDaniel, Stephen'; 'Varner, Diann'; Williams, Cherie; 'Seals, Victoria'
Subject: Update RE: Approval to Proceed12/3/19: RE: FINAL REMINDER 11/27/19 FW: REVISED - 2019 My Brother's Keeper Fulton County (MBKFC) Contract via DocuSign - Atlanta Technical College Foundation, Inc.

Hello Mr. Wise,

1. The MBKFC Contract is currently in queue for **Diann Varner, Executive Admin to the President**, dvarner@atlantatech.edu to upload the agency seal OR notary stamp.
 - The Secondary contact must review the 2019 MBKFC contract and sign the designated section labeled **“Secretary/Assistant Secretary”**.
 - All contracts should be executed under the company’s/entity’s corporate seal; if your agency does not utilize a corporate seal, then the contract must be notarized.
 - The secondary contact must affix the agency’s corporate seal **OR** notary stamp by uploading a jpeg photo of it to the applicable section of the contract.
 - **NOTE:** If the Secondary contact needs to assign the contract to another person for the Authorized Signature, select “Other Actions” and select “Assign to Someone Else”. A new box will open and allow you to enter the name and e-mail of the new signer. Selecting the Assign to Someone Else button will send a notification to the person to whom you assigned this envelope. The original sender (Carlos S. Thomas) will also receive a notification. You will be added as a Carbon Copy (CC) recipient.



Carlos S. Thomas
Division Manager
Youth and Community Services Division | Department of Community Development
137 Peachtree Street, SW, Atlanta | Georgia 30303
404-612-0749 (office) | 404-612-1113 (efax)
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From: Thomas, Carlos
Sent: Tuesday, December 03, 2019 11:23 AM
To: 'Seals, Victoria'; 'Wise, Lance'
Cc: 'Sewell, Melanie'; 'McDaniel, Stephen'; 'Varner, Diann'; Williams, Cherie
Subject: Approval to Proceed12/3/19: RE: FINAL REMINDER 11/27/19 FW: REVISED - 2019 My Brother's Keeper Fulton County (MBKFC) Contract via DocuSign - Atlanta Technical College Foundation, Inc.
Importance: High

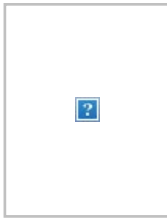
Hello Dr. Seals,

I have received clearance from our legal team that it is ok to proceed with the contract and issuance of funding based on bullet #1 stated in the e-mail (*MBKFC program operates under the ATC Adult Education program and, therefore the MBKFC program activities are covered under the insurance policy my office provided*).

Once we receive the signed contract from your agency via DocuSign we will move forward with execution and process payment.

Thanks

Carlos S. Thomas
Division Manager
Youth and Community Services Division | Department of Community Development



137 Peachtree Street, SW, Atlanta | Georgia 30303
404-612-0749 (office) | 404-612-1113 (efax)
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From: Thomas, Carlos
Sent: Monday, December 02, 2019 4:40 PM
To: 'Seals, Victoria'; Wise, Lance
Cc: Sewell, Melanie; McDaniel, Stephen; Varner, Diann; Williams, Cherie
Subject: RE: FINAL REMINDER 11/27/19 FW: REVISED - 2019 My Brother's Keeper Fulton County (MBKFC) Contract via DocuSign - Atlanta Technical College Foundation, Inc.

Hello Dr. Seals,

I am currently in communication with the our legal team and hope to be able to provide a response by close of business.

Thanks



Carlos S. Thomas
Division Manager
Youth and Community Services Division | Department of Community Development
137 Peachtree Street, SW, Atlanta | Georgia 30303
404-612-0749 (office) | 404-612-1113 (efax)
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From: Seals, Victoria [<mailto:vseals@atlantatech.edu>]
Sent: Monday, December 02, 2019 4:11 PM
To: Thomas, Carlos; Wise, Lance
Cc: Sewell, Melanie; McDaniel, Stephen; Varner, Diann; Williams, Cherie
Subject: RE: FINAL REMINDER 11/27/19 FW: REVISED - 2019 My Brother's Keeper Fulton County (MBKFC) Contract via DocuSign - Atlanta Technical College Foundation, Inc.

Hello Mr. Thomas,

Are you available for a call? I think a conversation might limit more back and forth and allow us to close out this item. Please let me know.

Thanks,
Victoria

Dr. Victoria Seals
President
Atlanta Technical College

From: Thomas, Carlos <Carlos.Thomas@fultoncountyga.gov>
Sent: Monday, December 2, 2019 3:57 PM
To: Wise, Lance <wise@atlantatech.edu>; Seals, Victoria <vseals@atlantatech.edu>
Cc: Sewell, Melanie <msewell@atlantatech.edu>; McDaniel, Stephen <smcdaniel@atlantatech.edu>; Varner, Diann <dvarner@atlantatech.edu>; Williams, Cherie <Cherie.Williams@fultoncountyga.gov>
Subject: RE: FINAL REMINDER 11/27/19 FW: REVISED - 2019 My Brother's Keeper Fulton County (MBKFC) Contract via DocuSign - Atlanta Technical College Foundation, Inc.

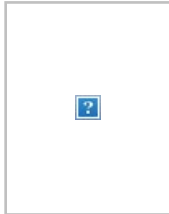
CAUTION:This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello Mr. Wise,

I am in receipt of your e-mail and voicemail and will need to consult with our Legal Team regarding bullet #1 stated in your e-mail (“ATCF is not insured under ATC’s state’s policy”) The statement is different from what was shared in your e-mail on 11/15/19 (“Greetings, Mr. Thomas, right, the Foundation’s insurance policy and the College’s insurance policy are the same. The Foundation does operate programs. The Foundation serves to support the College.”).

I will provide an update upon receipt.

Thanks



Carlos S. Thomas

Division Manager
Youth and Community Services Division | Department of Community Development
137 Peachtree Street, SW, Atlanta | Georgia 30303
404-612-0749 (office) | 404-612-1113 (efax)
Connect with Fulton County:
[Website](#) | [Facebook](#) | [Twitter](#) | [Instagram](#) | [EGTV](#) | [#OneFulton E-News](#)

From: Wise, Lance [<mailto:lwise@atlantatech.edu>]
Sent: Monday, December 02, 2019 2:20 PM
To: Thomas, Carlos; Seals, Victoria
Cc: Sewell, Melanie; McDaniel, Stephen; Varner, Diann; Williams, Cherie; Henderson, Atif; Edwards, Doris
Subject: RE: FINAL REMINDER 11/27/19 FW: REVISED - 2019 My Brother’s Keeper Fulton County (MBKFC) Contract via DocuSign - Atlanta Technical College Foundation, Inc.

Hello Mr. Thomas, while the revised agreement includes the requested revisions, your email sent on the 22nd references ATCF. Please note the following and respond with your concurrence:

- ATCF is not insured under ATC’s state’s policy
- ATCF carries directors’ insurance only
- ATCF does not operate programs directly; one of their function is to serve as a conduit for ATC to access 501 c3 funding opportunities
- MBKFC program operates under the ATC Adult Education program and, therefore the MBKFC program activities are covered under the insurance policy my office provided
- Once you acknowledge the content of my email, Dr. Seals will execute the agreement

Let us know if you have any questions. We understand the deadline is today, so your immediate response would be appreciated.

Thanks.

Lance L. Wise
Director, Grant Projects
404.225.4082



1560 Metropolitan Parkway, SW
Atlanta, Georgia 30310



lwise@atlantatech.edu
atlantatech.edu

From: Thomas, Carlos <Carlos.Thomas@fultoncountyga.gov>
Sent: Wednesday, November 27, 2019 9:59 PM
To: Wise, Lance <lwise@atlantatech.edu>; Seals, Victoria <vseals@atlantatech.edu>

#23RFP021323C-MH
2023 Veterans Services Program

Purchasing Forms & Instructions

FORM F: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT AND AGREEMENT

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 provided.

#23RFP021323C-MH
2023 Veterans Services Program

Purchasing Forms & Instructions

STATE OF GEORGIA

COUNTY OF FULTON

FORM F: 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] ATLANTA TECHNICAL COLLEGE 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.

46294

EEV/Basic Pilot Program* User Identification Number

Victoria Seals

BY: Authorized Officer of Agent
(Insert Contractor Name)

PRESIDENT, ATLANTA TECHNICAL COLLEGE
Title of Authorized Officer or Agent of Contractor

VICTORIA SEALS

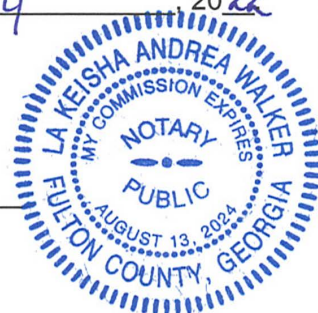
Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this 13th day of May, 2022

Notary Public: LaKeisha Andrea Walker

County: Fulton

Commission Expires: August 13, 2024



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.

²*[Any 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].



**FULTON
COUNTY**

CONTRACT DOCUMENTS

FOR

REQUEST FOR PROPOSAL 23RFP021323C-MH

2023 VETERANS SERVICES PROGRAM

FOR

YOUTH AND COMMUNITY SERVICES DIVISION

OF

FULTON COUNTY, GEORGIA

CONTRACT AGREEMENT

THIS AGREEMENT (“Agreement”), entered into this **1st day of January 2023**, by and between **FULTON COUNTY**, Georgia (hereinafter referred to as “Fulton County” or “County”), a political subdivision of the State of Georgia, acting by and through its Community Development Department’s Youth and Community Services Division (“YCS”), and **Vision Warriors** (hereinafter referred to as “Contractor”), a corporation organized as a nonprofit, tax exempt 501(c) (3) agency, authorized to conduct business within the state of Georgia (hereinafter collectively referred to as the “Parties”).

WITNESSETH

WHEREAS, as part of its official functions, Fulton County is authorized to exercise the power of taxation pursuant to Art. IX, Section IV., Par. I of the Constitution of the State of Georgia of 1983, and to expend such funds raised by the exercise of said powers for public purposes as declared in Art. IX, Section IV., Par. II of the Constitution; and

WHEREAS, Contractor has in its employ personnel, and under its supervision, facilities and resources by which it can render to Fulton County and the citizens thereof certain services authorized by the aforementioned Constitutional provision; and

WHEREAS, Contractor has agreed to render services to the citizens of Fulton County, and the County has appropriated funds for those services; and

WHEREAS, the parties desire to execute a formal agreement for the services to be rendered by Contractor, and said services shall be defined, and consideration to be paid for such services by Fulton County for the successful performance of the services, and shall be enumerated.

The Agreement was approved by the Fulton County Board of Commissioners on **May 17, 2023, BOC#23-0351**.

NOW, THEREFORE, in consideration of the premises, payment of the sum hereinafter set forth and the performance of the services described herein, it is mutually agreed as follows:

INDEX OF ARTICLES

- ARTICLE 1. **PARTIES AND TERM**
- ARTICLE 2. **SCOPE OF CONTRACTOR'S DUTIES**
- ARTICLE 3. **COMPENSATION FOR SERVICES**
- ARTICLE 4. **RECORD KEEPING**
- ARTICLE 5. **INDEMNIFICATION**
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- ARTICLE 9. **AMENDMENTS AND MODIFICATIONS TO AGREEMENT**
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- ARTICLE 11. **ASSIGNABILITY**
- ARTICLE 12. **SEVERABILITY OF TERMS**
- ARTICLE 13. **PRECEDENCE OF AGREEMENT**
- ARTICLE 14. **EQUAL EMPLOYMENT OPPORTUNITY**
- ARTICLE 15. **CAPTIONS**
- ARTICLE 16. **GOVERNING LAW**
- ARTICLE 17. **JURISDICTION**

ARTICLE I - PARTIES AND TERM:

(a) Fulton County, through its YCS, retains Contractor, and Contractor accepts retention by Fulton County to render the services as hereinafter defined and required; to perform such services in a manner and to the extent required by the parties herein; and as may be hereafter amended or extended in writing by mutual agreement of the parties.

(b) The Chairperson of the Board of Directors for the Contractor or authorized representative (hereinafter “Board Chair”) represents that she/he is authorized to bind and enter into contracts on behalf of Contractor, including this Agreement.

(c) Nothing contained in this Agreement shall be constructed to be a waiver of Fulton County’s sovereign immunity or any individual’s official or qualified good faith immunity.

(d) This Agreement will remain in effect from **January 1, 2023**, until midnight **December 31, 2023**.

(e) Fulton County shall have the right to suspend immediately Contractor’s performance hereunder on an emergency basis under this Agreement whenever necessary, in the sole opinion of Fulton County, to avert a life threatening situation or other sufficiently serious deficiency.

ARTICLE II - SCOPE OF CONTRACTOR’S DUTIES:

Upon execution of this Agreement, the Contractor will provide the following services for Fulton County:

SCOPE OF WORK:

Veterans Services Program (VSP)

VSP Service Category: Homeless and Housing

VSP Funding Priority(ies):

Health and Wellness: Health and Wellness Veterans Post Traumatic Stress Disorder|Health and Wellness Veterans Disability Benefits|Health and Wellness Veterans Family Members and Caregivers

Homelessness: Homelessness and Housing Veterans Homelessness|Homelessness and Housing Veterans Transitional Assistance|Homelessness and Housing Veterans Home Repair

Vision Warriors, Let Us Serve You will provide services at the following locations at specified times during the contract period of **01/01/2023** through **12/31/2023**:

Service Delivery Site(s):

YCS Staff paste Service delivery site(s) from WebGrants (Q.9):

Name of Program Site:	Program Location (complete physical address):	Program City	Program State	Program Zip code	Fulton County District of the program (Facility) location:	District(s) of Fulton County Residents Served by the program (facility) location:
Vision Warriors Residence	610 Rucker Road	Alpharetta	Ga	30009	2	1, 2, 3, 4, 5, 6
Vision Warriors Residence	281 Cumming Street	Alpharetta	GA	30009	2	1, 2, 3, 4, 5, 6

Approach and Design:

Vision Warriors, Let Us Serve You will provide services to **100** clients that reside in Fulton County, with VSP funding.

Vision Warriors, Let Us Serve You will provide the following activities and services in Fulton County with VSP funding:

High-Tech, High-Touch Veterans Hotline A toll-free “Warrior Call” helpline will direct veterans to services available through Vision Warriors 833-VW4-HELP (1-833-894-4357). This number will be featured prominently in all messaging and marketing of Veterans services available through Vision Warriors. The Warrior Call phone system will be both high-tech and high touch. Services provided to veterans through the Vision Warriors Helpline: intakes, referrals, follow ups and data tracking (to identify local needs and gaps in services) Health & Human Services Key Performance Indicators 2. Prevent health disparities by educating residents and connecting them to available resources (Number of uninsured adults and children, Number of Fulton County residents who receive a flu vaccine, Percentage of residents who experience food insecurity, Number of people who receive behavioral health services)VSP Funding Priorities:4. Veterans Family Members/Caregivers. Includes counseling and support, family readiness groups, education and information services, wellness programs, crisis programs, peer monitoring programs, and substance abuse and support programs. Family Members and caregivers provide crucial support in maintaining households and caring for aging and disabled Veterans. Programs should focus on supporting and assisting those who undertake this important role. - Let Us Serve You-Renovation Project Fund We will leverage the desire to serve and expertise of the Vision Warrior community to provide minor home repairs for veterans in need. This fund will cover materials for minor home modifications for veterans with disabilities to maintain home stability (i.e., ramp installation, etc.). Vision Warriors will donate labor and expertise to perform the construction work required for these projects. We will also leverage our relationship with Friends of Disabled Children and Adults (FODAC) to provide wheelchairs, mechanical beds, and other types of equipment needed for veterans.Health & Human Services Key Performance Indicators: 4. Support the vulnerable residents in our social servicesNumber of residents who have access to home based and community-based services for seniors and people with disabilitiesVSP Funding Priorities: Homeless and Housing Funding Priorities: 3. Veterans Minor Home Repair. Minor home modification projects, renovations, and/or repairs to increase availability and accessibility for Veterans with Disabilities - Retreats and Vision Warriors Adventure Events Disconnect from nature-and people and society--are all too common symptoms for those who struggle with addiction and mental health illness. Vision Warriors Adventure Events help enliven a man’s spirit through connection to nature and community. We seek to fund and lead three health and wellness adventure trips yearly, for 8 to 10 veterans per session. The allocation of \$18,000 of the VSP funds will provide scholarships for the veterans attending the weekend retreats. Vision Warriors has hosted adventure-based events for the past ten years; we have found them to be a catalyst for breakthrough for many who attend. The scholarship will include a full-service weekend experience from Friday to Sunday for 8 to 10 veterans per even Health & Human Services- Key Performance Indicators: 1. Prevent illness by engaging in healthier behavior- Percentage of residents engaged in substance abuse treatment--opioid, drinking, vapingHealth and Wellness Funding Priorities: 1. Veterans Post Traumatic Stress Disorder. Includes suicide prevention, healthcare services, mental health counseling, and recreational and spiritual programs. Programs should focus on promoting wellness and improving outcomes for Veterans facing unique, military-related health challenges caused by PTSD. Below is a list of seven collaborative relationships that Vision Warriors will utilize to assist in addressing the needs effectively of the veterans in Fulton

County: 1) Pathlight Counseling Service - At Pathlight Counseling, they believe in individualizing therapy to address the individuals specific needs. Whether they are struggling with anxiety, depression, or any other issue, they can help recognize underlying problems, fully realize their strengths, and adjust certain behaviors and thoughts to see things a different, healthier way. Through the unique approach of Positive Psychology (PP), the staff at PathLight Counseling share a common goal of providing excellent care for their clients. In recovery themselves, each member of their educated and professional clinical team offers a unique perspective to treatment. With both education and personal experience, their team members offer evidence-based approaches with true empathy and understanding. 2) Professional Grant Consulting Service - Pete Dell-Aquila - Nonprofit consultant with expertise in grant funding and management, will be providing oversight and reporting of the grant from Fulton County. Pete brings with him years of experience and is a trusted advocate and team member for Vision Warriors to be able to apply for, manage and implement grants that align with the organizations mission, vision and abilities to execute. 3) FODAC medical equipment- With a strong network of volunteers and partners, FODAC provides refurbished equipment and services for adults and children with disabilities to improve their overall quality of life. Over the years, their model to assist individuals with disabilities has remained the same: to provide free or low-cost wheelchairs and other home medical equipment (HME), vehicle and home adaptations and more. FODAC has partnered with Vision Warriors to provide a pick up and drop off location. In addition to having access of the items that are ready to be distributed to those in need in the warehouse Vision Warriors and FODAC are focusing on repair clinics for veterans wheel chairs and other veteran specific need fulfillment. 4) Promotion through elected officials and Veteran Accountability Courts- Vision Warriors creates and nurtures intentional relationships so that local municipalities and their agencies know what services we offer. Through strategic alignment those in need can receive the care they need close to their home in a timely manner. 5) Local Rotary Clubs- Vision Warriors has relationships with the clubs located in District 6900. There are a total of 70 plus clubs. Kirk Driskell, Vision Warriors founder has personally spoken and presented to each club in District 6900. Vision Warriors maintains working relationships and service projects with Rotary clubs. Local Rotary clubs are also engaging with Vision Warriors and FODAC on the donation drives for home medical equipment (HME) and will be dropping off donated items to Vision Warriors warehouse. 6) Triscape landscaping and Special T for Job Placement- Through the Vision Warriors/Tri Scapes partnership, Vision Warriors has been able to help secure reliable employment for its members. By hiring Vision Warriors, Tri Scapes has added leaders that practice accountability and leadership, further strengthening the culture of the workplace. 7) American Legion - Vision Warriors has cross over relationships with Rotarians that are already connect to Vision Warriors and are connected at the Alpharetta American Legion Post. Vision Warriors has selected a contact that will lead the charge in helping Vision Warriors engage in that community. As well the weekend adventure events will be coordinated through some of those relationships as well as some services and offerings taking place at their location.

Designation of VSP Funds:

Based on the awarded amount of **\$86,000.00**, the VSP funds are designated according to the following cost categories: Administrative, Operational, and Direct Services.

- **Administrative Expenses-** VSP Funds that are spent on Executive/Management Staff and Administrative Support Staff salaries, salary fringe and benefits ONLY. (Note: Not more than 5% of grant award can be used for administrative costs. Includes direct and indirect charges for administration of the grant)
- **Operational Expenditures-** VSP funds used to conduct agency/ organizational functions that are secondary to program service delivery such as: office/warehouse lease or mortgage expenses, office supplies (pens, toner, paper, etc.), agency's utility expenses, staff transportation expenses, marketing/catalogues, etc.
- **Direct Service Expenditures-** VSP funds utilized to provide services directly to agency/program participants such as payments made on behalf of participants for rent, utilities, food, shelter, transportation (rentals, gas, and parking, bus drivers, participant's public transportation costs, etc.) , scholarships and day care vouchers, salaries and fringe benefits for direct service personnel (Case Managers, Educators, Subcontractors, etc.), program supplies (educational/instructional materials, paper, pencils, markers, etc.) directly consumed by participants. Program materials that may be pertinent to the scope of services of a funded program and that aid in contractor meeting contracted program outcomes are included in this definition (i.e. children's story books, educational games, puzzles, and flash cards).

The maximum amount of VSP funds allowed for administrative purposes (executive staff salaries and benefits only) is 5% of funds awarded. Throughout the contract period, program expenditures will be monitored (via performance reports) to ensure that funding is utilized as contracted.

YCS Staff paste designation of funding request chart from WebGrants (Q.8)

Cost Category	Designation of VSP Funding Award	Detailed Explanation of how the Funding Award will be Expended
Administrative (5% Admin max of funds awarded.)	\$4,300.00	Supplemental funding for employees integral to the day-to-day grant operation and management
Operational	\$20,000.00	Marketing to promote Let Us Serve You! Campaign to Fulton Veterans and Residents
Direct Services	\$61,700.00	Supplemental funding integral to the day-to-day operations of the mission, vision and programming
Totals	\$86,000.00	

Additional Explanation of Funding Details:

Vision Warriors will prioritize VSP funding to build our capacity to serve Fulton County Veterans and ALL who call.

Direct Services:

1) By utilizing the latest technology provided by the SmithAI phone system recently implemented at Vision Warriors, we will be able to accurately track, evaluate, follow-up and show outcomes for the daily referrals offered through our Vision Warriors 24/7 Hotline. Funds will be used to optimize effectiveness by integration of the phone system with our CRM, Salesforce.com. Yearly budget: \$27,500

2) Funding for Health and Wellness scholarships to cover three full-service weekend Adventure Events (Friday-Sunday) for 8-10 Veterans per weekend event (20-30 veterans total.) Yearly budget: \$12,000

3) Renovation project fund for minor home modifications for veterans with disabilities to maintain home stability (ie, ramp installation, minor home repair, etc.). This will be in partnership with Friends of Disabled Adults and Children (FODAC) to match/provide medical and mobility equipment and project expenses required to complete the repairs and updates. Yearly budget: \$1,500

4) Supplemental funding for employee(s) integral to the implementation of the Vision Warriors daily operations and programming for veterans. Yearly budget: \$20,000

Operational:

Operational costs to fund, design and print the `Let Us Serve You` services marketing material to recruit veterans and encourage use of Hotline. Yearly budget: \$20,000

Administrative:

Administrative and Grant Management: Funding for grant manager and administration to oversee current grants, in-kind donations, and future funding opportunities. \$4,300

Program Performance Measures:

Vision Warriors agrees to track and report program performance to the Fulton County Department of Community Development.

County Defined Performance Measure(s):

Health and Wellness: Health and Wellness Number of individuals connected to available resources to help mitigate illness and health disparities|Health and Wellness Number of individuals receiving referrals to behavioral health and other supportive services|Health and Wellness Number of individuals who report or demonstrate improved health related outcomes or other quality of life measures

Homelessness: Homelessness Number of potential instances of homelessness prevented|Homelessness Number of individuals whose barriers to self sufficiency are eliminated or reduced paths to self sufficiency created|Homelessness - Number of Veterans with Disabilities benefiting from minor home modification projects, renovations, and/or repairs to increase availability and accessibility

The following program measures/ Key Performance Indicators (“KPI’s”) will be utilized to track and report program outcomes for the Fulton County residents supported with VSP funding, during the funding period (January 1, 2023-December 31, 2023):

Vision Warriors Methodology and Tools used for tracking Outcomes:Utilizing the Vision Warriors 24/7 Hotline, Vision Warriors will track client outcomes via intake forms, client questionnaires, and follow up surveys. Data collection and management is integral in driving the work of our organization. By tapping into our data, we can identify client needs and current gaps in services, allowing us to make the appropriate connects to outside agencies even if Vision Warriors is not the right fit for the individual seeking assistance. Intake forms, Client Questionnaires, and our Follow-up Surveys will be used to track the Goals of the VSP Grant: to improve access to innovative health and wellness services, and to reduce and prevent Homelessness for Fulton County Veterans.Utilizing the Strategic Prevention Framework Model Vision Warriors will track, monitor and evaluate its `VSP Grant Major Milestones` via a comprehensive VW VSP Milestone Schedule all while maintaining cultural competence for our veterans and other clients.Vision Warriors VSP Major Milestone Schedule: Assessment: 1) Meet with Vision Warriors Leadership to identify Vision Warriors current ability to Serve Veterans and address any gaps in services for Veterans (February 2023 complete) 2) Finalize Intake forms, Client Questionnaires and Follow Up surveys to best track VW Performance Outcomes (In progress)Build Capacity: Submit VSP RFP to webgrants and BidNet Direct (March 2023 - In Progress) 2) Tap into new existing partnerships to grow referral network for veterans (Ongoing)Planning: 1) Upgrade to SmithAI phone system (April pending funding approval) 2) Train staff and sales force team on SmithAI phone system (April) 3) Add VSP RFP Key Dates and reporting date requirements to Vision Warrior Calendar (Complete)Implementation: 1) Launch `Let Us Serve You Campaign` (May) 2) Promote Veterans minor home repair program (May) 3) Provide support to Veterans via 24/7 hotline and VW Veteran Programming 4) Provide 3-4 Veteran Adventure Weekend Events (Summer, Fall, Winter 2023)Evaluate: Utilize Vision Warriors data collection tools and methodology to: 1) Evaluate the VW Program effectiveness, 2) Share outcomes of VW Grant performance measures, and 3) Identify areas of improvement. (February 2024)Sustainability: 1) To increase collaboration and capacity to serve Fulton County Veterans and residents VW will help facilitate new phone system, sale force, and data tracking systems to approved non-profit vendors. 2) Share outcomes with community and potential funders!Vision Warriors VSP Health and Wellness County defined performance measures:- Number of

Veterans connected to available resources to help mitigate illness and health disparities- Number of Veterans receiving referrals to behavioral health and other supportive services- Number of Veterans who report or demonstrate improved health-related outcomes or other “quality of life” measures

Agency Defined Performance Measure(s):


Vision Warriors VSP Grant Health and Wellness Performance Measures: Number of veterans calling 24/7 hotline
Number of Veterans referred to behavioral health and/or other supportive services
Number of Veterans who demonstrate an improved health related outcome from receiving Vision Warrior services by report 4 or Higher on VW quality of life question

ADDITIONAL REQUIREMENTS

Failure to adhere to the terms of this Agreement, in addition to the requirements listed below, may result in one or all of the following; delayed disbursement or total loss of awarded funds, and / or ineligibility to receive an RFP award during the next funding cycle.

1. Contractor agrees to develop, in conjunction with Fulton County, a process of accepting and serving Fulton County residents referred by the Youth and Community Services Division of Fulton County Government.
2. As consideration for the County providing funding and the non-profit entity accepting same, the non-profit entity shall, upon the County's request, participate in County-sponsored events and activities on County property, when feasible. The non-profit agency shall use its best efforts to comply with the County's request provided that it is given at least one week's notice to do so. Failure to participate will be taken into consideration for future funding requested by the non-profit entity.
3. Contractor agrees to allow staff from the Fulton County Department of Community Development to conduct contract compliance site visits as necessary (announced or unannounced).
4. During the site visit, Contractor will be required to allow staff to monitor programming, as well as review client rosters / sign-in sheets and/ or Registration information that should include complete addresses of Fulton County residents served by this funding.
5. Contractor agrees to comply with the Operational Specifications outlined in the 2023 Veterans Services Program RFP 23RFP021323C-MH
6. Contractor agrees that advertising, promotions and other publicity in connection with the supported program(s) shall include the following acknowledgement: **“Funding provided in part by the Fulton County Board of Commissioners under the guidance of the Department of Community Development.”**

Note: If your agency uses logos versus text, you may substitute the language above with the Fulton

County Logo 

Reporting

It is the Contractor's responsibility to ensure accurate reporting of all information contained in the performance reports. Reports and supportive documentation that consistently include erroneous/inaccurate data may result in a required reimbursement of funding and/or may negatively impact future funding.

6. Contractor will be required to submit completed performance reports (with deadlines of July 28, 2023, and January 12, 2024) to adhere to the requirements outlined in the Performance Report Instructions, as well as the format provided by the Fulton County Department of Community Development. Future funding will be affected if performance reports are not submitted by stipulated due dates.
7. Contractor will be required to provide demographic information concerning the Fulton County residents served, including, but not limited to age, race/ethnicity and gender.
8. Contractor will be required to report the number of UNDUPLICATED/NEW participants directly served through the Veterans Services Program funding. **Please note:** Failure to serve the total number of participants contracted to be served with VSP funding may result in reimbursement of VSP funding to Fulton County. Failure to reimburse the funding requested will result in the ineligibility to receive future funding.
9. Contractor will be required to submit unduplicated client rosters in a spreadsheet format that includes the complete residential addresses of the Fulton County residents served with VSP funding, and

LEDGERS demonstrating how Veterans Services Program funds were expended for the specified reporting period.

Expenditure of Funds

10. Contractor is prohibited from utilizing VSP funds for capital expenditures. (A “capital expenditure” is defined as: any resource not completely consumed during the contract year, i.e. computers, printers, construction, vehicles, cell phones, etc.) Program materials that may be pertinent to the scope of services of a funded program and that aid in contractor meeting contracted program outcomes are excluded from the definition of “capital expenditure” (e.g., children's story books, educational materials, games, puzzles, and flash cards).

11. Veterans Services Program funds must be expended by December 31, 2023. All funds that are not spent by this date must be reimbursed to Fulton County Government within 30 days of written request. A Contractor’s failure to adhere to this requirement will result in one or more of the following: inability to receive future funding from Fulton County, and/or legal action against the agency to recoup funding that are not reimbursed by the deadline.

ARTICLE III - COMPENSATION FOR SERVICES

(a) Fulton County agrees to pay Contractor a maximum sum of **\$86,000.00**.

(b) Upon receipt and approval of Contractor's invoice delineating projected expenditures for the first six months of the contracting period. Upon receipt and approval of said invoice, County shall pay Contractor the first six months of compensation provided for by this Agreement. The Contractor shall provide Fulton County with a second invoice delineating projected expenditures for the remaining six months of the Agreement Term. Upon receipt and approval of said invoice, Fulton County shall pay Contractor the second six months of compensation provided by this Agreement. **A failure by Contractor to submit the invoice for the first and/ or second six months of the contracting period will constitute a breach of this Agreement.**

(c) If through any cause, Contractor shall fail to fulfill its obligation under this Agreement in a timely and proper fashion or in the event that any of the provision or stipulations of this Agreement are violated by Contractor, Fulton County shall thereupon have the right to immediately suspend or terminate this Agreement by serving written notice as defined herein upon Contractor of Fulton County's intent to suspend or terminate this Agreement. If the Agreement is terminated pursuant to this paragraph, Contractor shall be exclusively limited to receiving only the compensation for work performed in a manner satisfactory to Fulton County up to and including the date of the written termination notice.

(d) The Contractor agrees and understands that all expenditures must be consistent with the scope and purpose of this Agreement, and expenditures must be consistent with the guidelines and definitions established in the **Veterans Services Program Request for Proposal ("RFP") 23RFP021323C-MH**, which is hereby incorporated by reference herein and made a part of this agreement. The County reserves the right to approve and reject payment for expenditures which are not consistent with the scope and purpose of this Agreement, and which the County determines are not consistent with the guidelines and definitions established in the Veterans Services Program RFP.

(e) The Contractor agrees and understands that Fulton County has the right to recover funds from Contractor for compensation received, pursuant to subsection (b) above if Contractor fails to perform the services outlined in Article II or does not perform such services to the satisfaction of Fulton County.

ARTICLE IV - RECORD KEEPING

(a) Contractor shall maintain accurate records of the expenditure and disposition of funds, and such records must be in accordance with good accounting practices, and made available for inspection and audit by Fulton County at a time mutually agreeable to parties and upon thirty (30) days' notice to contractor.

(b) All reports and communications, with supportive documentation consistent with contract provisions outlined in Article II, must be provided to Fulton County, in accordance with Article IV.

(c) A performance report, with supportive documentation consistent with provisions of the Agreement outlined in Article II, must be provided to Fulton County no later than **July 28, 2023, for the period January 1, 2023-June 30, 2023; and January 12, 2024, for the period July 1, 2023-December 31, 2023.**

(d) Contractor shall be responsible for sending staff representation to mandatory meetings that will be sponsored by the Fulton County Department of Community Development. Contractor will be notified in advance of said meetings.

(e) All notices, program reports and other communications required to be given under this Contract shall be sufficient if in writing and either delivered via e-mail, personally or sent by postage, prepaid, certified or registered United States mail, return receipt requested, or e-mail addressed as follows:

To Fulton County:

**Youth and Community Services Division
Veterans Services Program
c/o: Grants Administration
hsd.grants@fultoncountyga.gov
137 Peachtree Street, SW
Atlanta, Georgia 30303**

To Contractor:

**Vision Warriors
5895 Atlanta Hwy
Alpharetta, Georgia 30009**

The Parties may only modify or update the above-referenced addresses during the term of this Agreement by providing formal notice to the other party of such a change pursuant to the terms of this provision.

(f) Contractor understands and agrees that, upon Fulton County's determination that Contractor is not or has not been in substantial compliance with any term of this Agreement with respect to the performance and provision of services at any single delivery site, Fulton County shall thereupon have the right to immediately suspend or terminate this Agreement upon written notice to Contractor. Contractor further understands and agrees that if Fulton County determines that Contractor is not or has not been in substantial compliance with any term of this Agreement with respect to the performance and provision of services at any single delivery site, Fulton County may request, and the Contractor shall provide, any and all additional reports, records or documentation Fulton County deems necessary to evaluate, assess and/or measure Contractor's overall level of performance under this Agreement, including Contractor's performance at other delivery sites.

ARTICLE V - INDEMNIFICATION

Contractor hereby covenants and agrees to indemnify and hold harmless Fulton County, its Commissioners, officers, and employees from all claims, losses, liabilities, damages, deficiencies, demands, judgments, or costs (including without limitation reasonable attorney's fees and legal expenses) suffered or occurred by such party, whether arising in tort, contract, strict liability or otherwise, including without limitation, personal injury, wrongful death or property damage arising in any way from the actions or omissions of Contractor, its directors, officers, employees, agents, successors and assigns in connection with its acceptance, or the performance, or nonperformance of its obligations under this Agreement; provided, however, that nothing herein shall be construed to preclude the Contractor from bringing suit against the County for breach of the terms of this Agreement.

**ARTICLE VI – TERMINATION OF AGREEMENT FOR COUNTY’S CONVENIENCE AND
FOR CAUSE**

(a) This Agreement is effective on **January 1, 2023**, and shall terminate on **December 31, 2023**, unless earlier terminated in accordance with the provisions of this Agreement. Notwithstanding termination of the Agreement, Contractor is obligated to fulfill all of its obligations, including its reporting requirements.

(b) Notwithstanding the above provisions, Fulton County may terminate this Agreement for convenience, or Fulton County or the Contractor may terminate this Agreement at any time for any reason by giving written notice of the intent to terminate the Agreement thirty (30) days in advance, by certified mail, return receipt requested, with proper postage prepaid, or by hand delivery, to the other party at the physical address provided herein for notice. The termination shall become effective on the thirtieth (30th) day after the date of such written notice unless the parties otherwise agree in writing. If this Agreement is terminated pursuant to this paragraph, Contractor shall be exclusively limited to receiving compensation for the work satisfactorily performed up to and including the effective date of termination.

(c) Fulton County shall have the right to suspend immediately Contractor’s performance hereunder on an emergency basis whenever necessary, in the opinion of Fulton County, to avert a life threatening situation or other sufficiently serious risk.

(d) In the event that this agreement is terminated by Fulton County or Contractor, following the Fulton County’s determination that Contractor is not or has not been in substantial compliance with any provision of this agreement, Contractor agrees that Fulton County shall have the right to request repayment in full of all compensation paid to Contractor pursuant to Article III of this agreement. If Fulton County exercises its right under this subsection, Contractor agrees to and shall repay Fulton County all compensation paid to Contractor pursuant to Article III of this Agreement.

(e) In the event that this agreement is terminated by Fulton County or Contractor, following the Fulton County’s determination that Contractor is not or has not been in substantial compliance with any

provision of this agreement, Contractor agrees that Fulton County shall have the right to terminate this Agreement between Fulton County and Contractor without penalty. Contractor acknowledges and agrees that Fulton County's right to terminate includes, but is not limited to, the right to withhold any and all future compensation due to Contractor pursuant to the terms of any and all other agreements between Fulton County and Contractor.

(f) In the event that this Agreement is terminated by Fulton County or Contractor, following Fulton County's determination that Contractor is not or has not been in substantial compliance with any provision of this Agreement, Contractor agrees that it shall not be eligible to either enter or to apply to enter into future contracts with Fulton County until it has addressed any and all areas of deficiency or non-compliance to Fulton County's satisfaction.

ARTICLE VII - INDEPENDENT CONTRACTOR STATUS

(a) Nothing contained herein shall be deemed to create any relationship other than that of an independent contractor between Fulton County and Contractor. Under no circumstances shall Contractor, its directors, officers, employees, agents, successors or assigns be deemed employees, agents, partners, successors, assigns or legal representatives of Fulton County.

(b) Contractor acknowledges that **Vision Warriors**, its directors, officers, employees, agents and assigns shall have no right of redress pursuant to the Personnel Rules and Regulations of Fulton County.

(c) The Contractor 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 Contractor 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 Contractor shall maintain records pertaining to such taxes as well as payment thereof and shall make the same available to Fulton County at all reasonable times for inspection and copying. The Contractor shall apply for any and all tax exemptions which may be applicable and shall timely request from Fulton County such documents and information as may be necessary to obtain

such tax exemptions. Fulton County shall have no liability to the Contractor for payment of any tax from which it is exempt.

ARTICLE VIII - INSURANCE

Contractor agrees to obtain, maintain and furnish to Fulton County, a Certificate of Insurance (COI) showing the required coverage during the entire term of this Agreement. All insurance limits are listed in the “Insurance and Risk Management Provisions” document, Attachment “A”, with Fulton County, Georgia added as an “Additional Insured”. 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 IX – AMENDMENTS AND MODIFICATIONS TO CONTRACT

(a) This Agreement constitutes the entire agreement between Fulton County and Contractor, and there are no further written or oral agreements with respect thereto, no variations, amendments or modifications of this Agreement, and no waiver of its provisions, shall be valid unless in writing and signed by Fulton County’s and Contractor’s duly authorized representatives and entered into on the minutes of the Fulton County Board of Commissioners meeting.

(b) Modifications or amendments which require a change in compensation level must be approved by the Fulton County Board of Commissioners and Contractor; other modifications, amendments or variations may be agreed to in writing, between the Contractor and the Contract Administrator when the amount of this Agreement and its Term remain unchanged.

ARTICLE X - SUBCONTRACTING

Contractor 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 Fulton County.

ARTICLE XI - ASSIGNABILITY

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

ARTICLE XII - SEVERABILITY OF TERMS

If any part or provision of this Agreement is held invalid the remainder of this Agreement shall not be affected thereby and shall continue in full and effect.

ARTICLE XIII – PRECEDENCE OF AGREEMENT

In the event that any language in the Department of Community Development's Veterans Services Program RFP is in conflict with the language in this Agreement, this Agreement shall take precedence.

ARTICLE XIV - EQUAL EMPLOYMENT OPPORTUNITY

In accordance with Fulton County Code Sections 102-391 (Equal Opportunity Clause) and 154-3 (Policy of Equal Opportunity): (a): During the performance of this Agreement, the Contractor agrees as follows:

(1) The Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, national origin, or disability. As used herein, the words "shall not discriminate" shall mean and include without limitations the following:

Recruited, whether by advertising or other means; compensated, whether in the form of rates of pay, or other forms of compensation; selected for training, including apprenticeship; promoted; upgraded; demoted, downgraded; transferred; laid off; and terminated.

The Contractor agrees to and shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause.

(2) The Contractor shall in solicitation or advertisement for employees, placed by or on behalf of the Contractor; state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, sexual orientation, national origin, or disability.

(3) The Contractor shall send to each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or workers' representative of the Contractor's commitments under the Equal Opportunity Program of Fulton County and under this Article, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Contractor and its subcontractors, if any, shall file Compliance Reports at reasonable times and intervals with Fulton County in the form and to the extent prescribed by the director. Compliance Reports filed at such times as directed shall contain information as to the employment practices, policies, programs and statistics of the Contractor and its subcontractors.

(5) The Contractor shall include the provisions of paragraphs (1) through (5) of this equal employment opportunity clause and every subcontractor purchase order so that such provision shall be binding upon each subcontractor.

ARTICLE XV - CAPTIONS

The captions are inserted herein only as a matter of convenience and for reference and in no way define, limit, or describe the scope of this Agreement or the intent of the provisions thereof.

ARTICLE XVI - GOVERNING LAW

This Agreement shall be governed in all respects, as to validity, construction, capacity, and performance or otherwise, by the laws of the State of Georgia.

ARTICLE XVII - 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.

[SIGNATURES ON FOLLOWING PAGE]

Attachment A

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:

CONTRACTOR:

FULTON COUNTY, GEORGIA

VENDOR NAME Vision Warriors, Inc.

DocuSigned by:
Robert L. Pitts
BA715B1A26544E7
Robert L. Pitts, Chairman
Fulton County Board of Commissioners

DocuSigned by Name of Signatory: **T. Kirk Driskell**
Timothy Kirk Driskell
Title of Signatory: **Executive Director**
049F048CB7DC444...
Authorized Signature

Please select Attest OR Notary from the checkbox


Attest Notary

ATTEST:

ATTEST:

DocuSigned by:
Tonya R. Grier
EEC476C4837648D...
Tonya R. Grier
Clerk to the Commission

2nd Signatory Name:
2nd Signatory Title:

DocuSigned by:


Second Authorized Signature

(Affix Corporate Seal)

APPROVED AS TO FORM:

ATTEST:

DocuSigned by:
David Lowman
0EC92EDADEFB4B8...
Office of the County Attorney

David Belle Isle
Notary Public

APPROVED AS TO CONTENT:

Fulton
County: _____

DocuSigned by:
Stanley Wilson
5E4D76DFB4A0450...
Stanley Wilson, Director
Fulton County Department of
Community Development

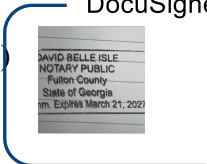
March 21, 2027
Commission Expires: _____

Please select RCS or RM from the checkbox

RCS

RM

ITEM#: 2023-0351	RCS: 5/17/2023	ITEM#: _____	RM: _____
RECESS MEETING		REGULAR MEETING	

DocuSigned by:




CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/26/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Southern States Insurance - DM 3600 Mansell Road Suite 525 Alpharetta GA 30022	CONTACT NAME: Dan Merkel PHONE (A/C. No. Ext): 678-715-9513 FAX (A/C. No.): 770-447-0704 E-MAIL ADDRESS: DMerkel@southernstatesinsurance.com												
INSURER(S) AFFORDING COVERAGE													
INSURED Vision Warriors Church Inc 5665 Atlanta Hwy Suite 102-309 Alpharetta GA 30004	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">INSURER A : BURLINGTON INSURANCE COMPANY</td> <td style="width: 20%; text-align: center;">NAIC # 23620</td> </tr> <tr> <td>INSURER B : AUTO OWNERS INS CO</td> <td style="text-align: center;">18988</td> </tr> <tr> <td>INSURER C : SCOTTSDALE INSURANCE COMPANY</td> <td style="text-align: center;">41297</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER A : BURLINGTON INSURANCE COMPANY	NAIC # 23620	INSURER B : AUTO OWNERS INS CO	18988	INSURER C : SCOTTSDALE INSURANCE COMPANY	41297	INSURER D :		INSURER E :		INSURER F :	
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INSURER C : SCOTTSDALE INSURANCE COMPANY	41297												
INSURER D :													
INSURER E :													
INSURER F :													

COVERAGES

CERTIFICATE NUMBER: 2104199938

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		304B003132	4/20/2023	4/20/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 0 \$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			5325945600	3/5/2023	3/5/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			XBS0182485	4/20/2023	4/20/2024	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	Building Coverage			CPS7775598	4/20/2023	4/20/2024	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Fulton County Government are listed as additional insured's to the above General Liability Policy per the written contract or agreement.

CERTIFICATE HOLDER**CANCELLATION**

Fulton County Government - Purchasing Department
 130 Peachtree Street S.W.
 STE 1168
 Atlanta GA 30303-3459

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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From: [Thomas, Carlos](#)
To: [Kirk Driskell](#)
Cc: [HSD Grants](#); [Sarah Bausano](#); [Kirk Driskell](#)
Subject: Re: Correction Needed to COI: (Vision Warriors) 2023 Veterans Services Program Award and Negotiation of Scope of Work phase of the process
Date: Thursday, June 22, 2023 9:27:32 AM
Attachments: [image001.png](#)

Good Morning Mr. Driskell,

I am in receipt of your email. The COI waiver for Workmen's Comp is approved. No additional action is needed regarding the Scopes. Your agency's contract will be sent today via DocuSign for your signature.

Thanks

Carlos S. Thomas, CPM®

Division Manager

Youth and Community Services Division | Department of Community Development

137 Peachtree Street, SW, Atlanta | Georgia 30303

404-612-0749 (office) | 404-612-1113 (efax)

Connect with Fulton County:

[Website](#) | [Facebook](#) | [Twitter](#) | [Instagram](#) | [FGTV](#) | [#OneFulton E-News](#)

From: Kirk Driskell <kirk@visionwarriors.org>
Sent: Thursday, June 22, 2023 6:38 AM
To: Thomas, Carlos <Carlos.Thomas@fultoncountyga.gov>
Cc: HSD Grants <HSD.Grants@fultoncountyga.gov>; Sarah Bausano <sarah@visionwarriors.org>; Kirk Driskell <kirk@visionwarriors.org>
Subject: Re: Correction Needed to COI: (Vision Warriors) 2023 Veterans Services Program Award and Negotiation of Scope of Work phase of the process

This Message Is From an External Sender

This message came from outside Fulton County Government. Use caution with links/attachments.

[Report Suspicious](#)

Good Morning Carlos,

Vision Warriors has less than 3 employees for the funded program. Thank you for your help. Let me know if I need to do anything else. Kirk

Get [Outlook for iOS](#)

From: Thomas, Carlos <Carlos.Thomas@fultoncountyga.gov>
Sent: Wednesday, June 21, 2023 9:09 PM
To: Kirk Driskell <kirk@visionwarriors.org>
Cc: HSD Grants <HSD.Grants@fultoncountyga.gov>; Sarah Bausano <sarah@visionwarriors.org>
Subject: Correction Needed to COI: (Vision Warriors) 2023 Veterans Services Program Award and

STATE OF GEORGIA

COUNTY OF FULTON

FORM F: 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] VISION WARRIORS 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.

TDR17873
EEV/Basic Pilot Program* User Identification Number

[Signature]
BY: Authorized Officer of Agent
(Insert Contractor Name)

POUNDER - EXECUTIVE DIRECTOR
Title of Authorized Officer or Agent of Contractor

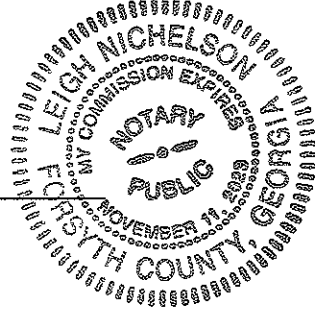
TIMOTHY KIRK DEISKELL
Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this 15th day of March, 2023

Notary Public: Heidi Nichel

County: Forsyth

Commission Expires: 11-11-2023



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.

²*[Any 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].

STATE OF GEORGIA


COUNTY OF FULTON

FORM G: 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 services³ under a contract with **[insert name of prime contractor]** VISION WARRIORS behalf of Fulton County **Government** has registered with and is participating in a federal work authorization program^{*,4} in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

TDR17873

EEV/Basic Pilot Program* User Identification Number


BY: Authorized Officer of Agent
(Insert Subcontractor Name)

FOUNDER - EXECUTIVE DIRECTOR

Title of Authorized Officer or Agent of Subcontractor

Timothy Kirk Driskel

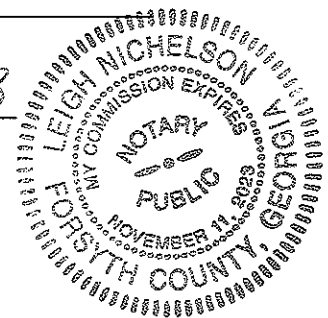
Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this 15th day of March, 2023

Notary Public: Leigh Nichel

County: Forsyth

Commission Expires: 11-11-2023



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.

⁴*[Any 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].



**FULTON
COUNTY**

CONTRACT DOCUMENTS

FOR

REQUEST FOR PROPOSAL 23RFP021323C-MH

2023 VETERANS SERVICES PROGRAM

FOR

YOUTH AND COMMUNITY SERVICES DIVISION

OF

FULTON COUNTY, GEORGIA

CONTRACT AGREEMENT

THIS AGREEMENT (“Agreement”), entered into this **1st day of January 2023**, by and between **FULTON COUNTY**, Georgia (hereinafter referred to as “Fulton County” or “County”), a political subdivision of the State of Georgia, acting by and through its Community Development Department’s Youth and Community Services Division (“YCS”), and **Gateway Performance Productions** (hereinafter referred to as “Contractor”), a corporation organized as a nonprofit, tax exempt 501(c) (3) agency, authorized to conduct business within the state of Georgia (hereinafter collectively referred to as the “Parties”).

WITNESSETH

WHEREAS, as part of its official functions, Fulton County is authorized to exercise the power of taxation pursuant to Art. IX, Section IV., Par. I of the Constitution of the State of Georgia of 1983, and to expend such funds raised by the exercise of said powers for public purposes as declared in Art. IX, Section IV., Par. II of the Constitution; and

WHEREAS, Contractor has in its employ personnel, and under its supervision, facilities and resources by which it can render to Fulton County and the citizens thereof certain services authorized by the aforementioned Constitutional provision; and

WHEREAS, Contractor has agreed to render services to the citizens of Fulton County, and the County has appropriated funds for those services; and

WHEREAS, the parties desire to execute a formal agreement for the services to be rendered by Contractor, and said services shall be defined, and consideration to be paid for such services by Fulton County for the successful performance of the services, and shall be enumerated.

The Agreement was approved by the Fulton County Board of Commissioners on **May 17, 2023, BOC#23-0351**.

NOW, THEREFORE, in consideration of the premises, payment of the sum hereinafter set forth and the performance of the services described herein, it is mutually agreed as follows:

INDEX OF ARTICLES

- ARTICLE 1. **PARTIES AND TERM**
- ARTICLE 2. **SCOPE OF CONTRACTOR'S DUTIES**
- ARTICLE 3. **COMPENSATION FOR SERVICES**
- ARTICLE 4. **RECORD KEEPING**
- ARTICLE 5. **INDEMNIFICATION**
- ARTICLE 6. **TERMINATION OF AGREEMENT FOR CAUSE**
- ARTICLE 7. **INDEPENDENT CONTRACTOR STATUS**
- ARTICLE 8. **INSURANCE**
- ARTICLE 9. **AMENDMENTS AND MODIFICATIONS TO AGREEMENT**
- ARTICLE 10. **SUBCONTRACTING**
- ARTICLE 11. **ASSIGNABILITY**
- ARTICLE 12. **SEVERABILITY OF TERMS**
- ARTICLE 13. **PRECEDENCE OF AGREEMENT**
- ARTICLE 14. **EQUAL EMPLOYMENT OPPORTUNITY**
- ARTICLE 15. **CAPTIONS**
- ARTICLE 16. **GOVERNING LAW**
- ARTICLE 17. **JURISDICTION**

ARTICLE I - PARTIES AND TERM:

(a) Fulton County, through its YCS, retains Contractor, and Contractor accepts retention by Fulton County to render the services as hereinafter defined and required; to perform such services in a manner and to the extent required by the parties herein; and as may be hereafter amended or extended in writing by mutual agreement of the parties.

(b) The Chairperson of the Board of Directors for the Contractor or authorized representative (hereinafter “Board Chair”) represents that she/he is authorized to bind and enter into contracts on behalf of Contractor, including this Agreement.

(c) Nothing contained in this Agreement shall be constructed to be a waiver of Fulton County’s sovereign immunity or any individual’s official or qualified good faith immunity.

(d) This Agreement will remain in effect from **January 1, 2023**, until midnight **December 31, 2023**.

(e) Fulton County shall have the right to suspend immediately Contractor’s performance hereunder on an emergency basis under this Agreement whenever necessary, in the sole opinion of Fulton County, to avert a life threatening situation or other sufficiently serious deficiency.

ARTICLE II - SCOPE OF CONTRACTOR’S DUTIES:

Upon execution of this Agreement, the Contractor will provide the following services for Fulton County:

SCOPE OF WORK:

Veterans Services Program (VSP)

VSP Service Category: Health and Wellness

VSP Funding Priority(ies):

Health and Wellness: Health and Wellness Veterans Post Traumatic Stress Disorder

Gateway Performance Productions, Continuing Online and Outreach Creative Classes for Veterans will provide services at the following locations at specified times during the contract period of **01/01/2023** through **12/31/2023**:

Service Delivery Site(s):

YCS Staff paste Service delivery site(s) from WebGrants (Q.9):

Name of Program Site:	Program Location (complete physical address):	Program City	Program State	Program Zip code	Fulton County District of the program (Facility) location:	District(s) of Fulton County Residents Served by the program (facility) location:
The Mask Center	1083 Austin Ave. NE.	Atlanta	Georgia	30307	4	1, 2, 3, 4, 5, 6
Fort McPherson Homeless veteran's Domiciliary	1788 Hardee Ave. SW	Atlanta	Georgia	30310	4	1, 2, 3, 4, 5, 6

Approach and Design:

Gateway Performance Productions, Continuing Online and Outreach Creative Classes for Veterans will provide services to **30** clients that reside in Fulton County, with VSP funding.

Gateway Performance Productions, Continuing Online and Outreach Creative Classes for Veterans will provide the following activities and services in Fulton County with VSP funding:

Gateway's program will enhance the quality of life and promote relief from PTSD-related stress, as well as physical and mental health for veterans living with service-related mental, emotional or physical trauma as well as isolation, anxiety, and/or suicidal ideation. Gateway will provide (5) ongoing weekly virtual/in-person hybrid and (1) in-person only creative arts classes from January 1, 2023 through December 31, 2023. Classes: Creative Writing - Designed to support, stimulate and facilitate the writing process. Writers at all stages of development are welcome. Acting - Explore the world of acting. Mime - Learn the mental and physical aspects of performance. Inspired by the methods of Marcel Marceau, Sandra Hughes, Juki Arkin, Jango Edwards. Drawing/Sketching from Life - Learn the visual and hand skills that artists use to represent what they see on paper. Mask-making - Learn mask design, construction and ornamentation. Field Trip - Visit The Mask Center, Gateway's venue. Experience a professional mask performance, enjoy food and refreshments and share artwork created in the classes. Experience an exhibit of museum-quality theatrical masks. Performance Series - enjoy world class performances Drama and comedy. Includes masks, music, storytelling, mime, poetry Programs will be presented in-person at Ft. McPherson and The Mask Center and via zoom. Classes will accommodate special needs of participants (for instance, "Chair Mime"). Gateway will work to ensure ease of participation by hearing-impaired participants through the use of closed-captioning. Instructors: Create class content Conduct instruction Assist students in skill acquisition and creative expression An average of two hours of preparation for every hour of instruction is required All classes offered are effective, regardless of presentation mode: virtual, in-person, or hybrid live/zoom. Gateway will utilize its studio, The Mask Center, located in Fulton County, as a virtual class site. Gateway will utilize the services of a video/audio technician and closed captioning to manage the technicalities of the platform and attendance. Technician: Emails links to the virtual classes to participants Texts weekly reminders of the class links Admits all participants on the roster into the classes Facilitates all technical functions during class, such as breakout rooms, video recording, screen sharing and closed captioning. Emails, utilizes the chat, and texts additional resources and notices to participants before, during, and after the classes Starts and ends each class session Maintains and updates the roster for each class Is available to meet with instructors at a mutually agreeable time, when requested. A technician will leave the instructors unencumbered and free to focus on teaching and the needs of veterans. To best serve participants, class size will be limited to a maximum of 12 students per class to encourage active interaction both between instructors and participants, and participant to participant. Gateway and its community partners will encourage new students to take part. 50 veterans will be served throughout 2023. The "All People are Self Sufficient" strategic priority areas that this proposal addresses are: All people are self-sufficient All people are culturally enriched All people are healthy All people are safe By providing veterans with online and in-person skill acquisition, self exploration, recreation, social interaction, mental stimulation and stress reduction, this proposal encourages self-sufficiency in our participants. As they learn new skills in the performing and visual arts they receive cultural enrichment and a sense of accomplishment as arts culture participants. By providing Veterans with online and in-person social interaction, mental stimulation and stress reduction, this program encourages improved mental and emotional health. This program will address these issues: Veterans Post Traumatic Stress Disorder Health and Wellness Homelessness As

veterans acquire new skills in the performing and visual arts, they will experience cultural enrichment and a sense of accomplishment as creative arts participants. Virtual classes will facilitate participation and accessibility. The classes will provide mental stimulation, skill acquisition, an increased sense of self-pride and self-worth, and a connection with other veterans and the outside world. This promotes health and wellness as well as independence and self-sufficiency. Community Relationships Since 1981 Gateway has had a longtime partnership with the Fulton County Commissioners under the guidance of Fulton County Arts and Culture, providing programs that meet the needs of Fulton County residents. Gateway has worked with its community partners to provide outreach programming to seniors in underserved communities, at senior centers and within the Irish-American and immigrant communities. Other ongoing partnerships located in Fulton County that serve the needs of Fulton County residents: Fulton County Facilities - Helene S. Mills Senior Multipurpose Facility, since 2012. Auburn Senior Neighborhood Center, since 2013 Harriett G. Darnell Senior Facility, 2014 Dorothy Benson Multipurpose Senior Facility, 2014 Fulton County Public Library System Watley Branch, since 2017 Central Library, since 1982 Other: Little Five Points Community Center, since 2000 The Consulate General of Ireland, Atlanta, since 2016

Designation of VSP Funds:

Based on the awarded amount of **\$50,000.00**, the VSP funds are designated according to the following cost categories: Administrative, Operational, and Direct Services.

- **Administrative Expenses-** VSP Funds that are spent on Executive/Management Staff and Administrative Support Staff salaries, salary fringe and benefits ONLY. (Note: Not more than 5% of grant award can be used for administrative costs. Includes direct and indirect charges for administration of the grant)
- **Operational Expenditures-** VSP funds used to conduct agency/ organizational functions that are secondary to program service delivery such as: office/warehouse lease or mortgage expenses, office supplies (pens, toner, paper, etc.), agency's utility expenses, staff transportation expenses, marketing/catalogues, etc.
- **Direct Service Expenditures-** VSP funds utilized to provide services directly to agency/program participants such as payments made on behalf of participants for rent, utilities, food, shelter, transportation (rentals, gas, and parking, bus drivers, participant's public transportation costs, etc.) , scholarships and day care vouchers, salaries and fringe benefits for direct service personnel (Case Managers, Educators, Subcontractors, etc.), program supplies (educational/instructional materials, paper, pencils, markers, etc.) directly consumed by participants. Program materials that may be pertinent to the scope of services of a funded program and that aid in contractor meeting contracted program outcomes are included in this definition (i.e. children's story books, educational games, puzzles, and flash cards).

The maximum amount of VSP funds allowed for administrative purposes (executive staff salaries and benefits only) is 5% of funds awarded. Throughout the contract period, program expenditures will be monitored (via performance reports) to ensure that funding is utilized as contracted.

YCS Staff paste designation of funding request chart from WebGrants (Q.8)

Cost Category	Designation of VSP Funding Award	Detailed Explanation of how the Funding Award will be Expended
Administrative (5% Admin max of funds awarded.)	\$2,500.00	Project Director
Operational	\$9,500.00	Costs for Rent, Office Supplies, Production Supplies and infrastructure, Internet, Zoom platform, Insurance
Direct Services	\$38,000.00	Instructors (2), Zoom Technician, Consultants, Accountant, Documentation Artist
Totals	\$50,000.00	

Additional Explanation of Funding Details:

VSP PROGRAM BUDGET FY 2023

EXPENSES

ADMINISTRATIVE FEES

Project Director	\$ 2,500.00
Subtotal	\$ 2,500.00

OPERATIONAL COSTS

Travel (2 vehicles)	\$ 500.00
Marketing	\$ 2,000.00
Production Expenses/Supplies	\$ 1,000.00
Insurance	\$ 5,000.00
Documentation	\$ 1,000.00
Subtotal	\$ 9,500.00

DIRECT SERVICES FEES

Instructor (1) @ \$150. x 30 60 min. classes/workshops	\$ 4,500.00
Instructor (1) @ \$200. x 30 90 min. classes/workshops	\$ 6,000.00
Instructor (1) @ \$200. x 40 90 min. classes/workshops	\$ 8,000.00
Zoom Technician @ \$225. x 60 classes/workshops	\$ 13,500.00
Veteran's Affairs Consultant	\$ 1,000.00
Accountant	\$ 5,000.00
Subtotal	\$ 38,000.00
Total	\$ 50,000.00

INCOME

Requested From Fulton County VSP	\$100,000.00
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Total	\$100,000.00
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Balance	\$ 0.00
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Program Performance Measures:

Gateway Performance Productions agrees to track and report program performance to the Fulton County Department of Community Development.

County Defined Performance Measure(s):

Health and Wellness: Health and Wellness Number of individuals who report or demonstrate improved health related outcomes or other quality of life measures

The following program measures/ Key Performance Indicators (“KPI’s”) will be utilized to track and report program outcomes for the Fulton County residents supported with VSP funding, during the funding period (January 1, 2023-December 31, 2023):

Individual progress by the class participants will be tracked using virtual surveys through Zoom and in-person surveys. Gateway’s specific goals include: Skills acquisition on the part of class participants Providing the tools of the art form being taught so that the participant can continue to enjoy the production of that art after the class concludes Enhanced quality of life for class participants Enhanced sense of self-worth for class participants Enhanced sense of connectedness to the wider community for participants. Major milestones for the project: Coordination of 30 veteran participants with the staff at Ft. McPherson Participants acquire the necessary skills to achieve beginner-level proficiency Participants produce original works of art Participants experience increased health and wellness. KPI data will be collected through the utilization of survey tools provided by Zoom Surveys will be included as part of each class Pre-class evaluation to determine participants’ expectations Intermittent surveys to ascertain participants’ progress and reaction to the class and to allow for adaptation in the delivery of our services End-of-year survey to collect data on the participants’ experience of the classes Data will be analyzed by the project director, advisors, staff and program designer and distributed to the community partners and Fulton County Veterans Service Program When warranted by the data adjustments in services will be made Surveys will go to participants before or after classes Gateway will report on these County performance measures: All people are self-sufficient All people are culturally enriched All people are healthy Gateway Performance Measures: Number of veterans receiving referrals to behavioral health and other supportive services Number of veterans who report or demonstrate improved health-related outcomes or other “quality of life” measures Goals to be assessed and reported by instructors, staff and participants: Improved quality of life Improved sense of independence Increased sense of community and kinship connection Acquisition of arts skills Development of an independent artistic sensibility Development of a sense of pride


Agency Defined Performance Measure(s):

ADDITIONAL REQUIREMENTS

Failure to adhere to the terms of this Agreement, in addition to the requirements listed below, may result in one or all of the following; delayed disbursement or total loss of awarded funds, and / or ineligibility to receive an RFP award during the next funding cycle.

1. Contractor agrees to develop, in conjunction with Fulton County, a process of accepting and serving Fulton County residents referred by the Youth and Community Services Division of Fulton County Government.
2. As consideration for the County providing funding and the non-profit entity accepting same, the non-profit entity shall, upon the County's request, participate in County-sponsored events and activities on County property, when feasible. The non-profit agency shall use its best efforts to comply with the County's request provided that it is given at least one week's notice to do so. Failure to participate will be taken into consideration for future funding requested by the non-profit entity.
3. Contractor agrees to allow staff from the Fulton County Department of Community Development to conduct contract compliance site visits as necessary (announced or unannounced).
4. During the site visit, Contractor will be required to allow staff to monitor programming, as well as review client rosters / sign-in sheets and/ or Registration information that should include complete addresses of Fulton County residents served by this funding.
5. Contractor agrees to comply with the Operational Specifications outlined in the 2023 Veterans Services Program RFP 23RFP021323C-MH
6. Contractor agrees that advertising, promotions and other publicity in connection with the supported program(s) shall include the following acknowledgement: **“Funding provided in part by the Fulton County Board of Commissioners under the guidance of the Department of Community Development.”**

Note: If your agency uses logos versus text, you may substitute the language above with the Fulton

County Logo 

Reporting

It is the Contractor's responsibility to ensure accurate reporting of all information contained in the performance reports. Reports and supportive documentation that consistently include erroneous/inaccurate data may result in a required reimbursement of funding and/or may negatively impact future funding.

6. Contractor will be required to submit completed performance reports (with deadlines of July 28, 2023, and January 12, 2024) to adhere to the requirements outlined in the Performance Report Instructions, as well as the format provided by the Fulton County Department of Community Development. Future funding will be affected if performance reports are not submitted by stipulated due dates.
7. Contractor will be required to provide demographic information concerning the Fulton County residents served, including, but not limited to age, race/ethnicity and gender.
8. Contractor will be required to report the number of UNDUPLICATED/NEW participants directly served through the Veterans Services Program funding. **Please note:** Failure to serve the total number of participants contracted to be served with VSP funding may result in reimbursement of VSP funding to Fulton County. Failure to reimburse the funding requested will result in the ineligibility to receive future funding.
9. Contractor will be required to submit unduplicated client rosters in a spreadsheet format that includes the complete residential addresses of the Fulton County residents served with VSP funding, and

LEDGERS demonstrating how Veterans Services Program funds were expended for the specified reporting period.

Expenditure of Funds

10. Contractor is prohibited from utilizing VSP funds for capital expenditures. (A “capital expenditure” is defined as: any resource not completely consumed during the contract year, i.e. computers, printers, construction, vehicles, cell phones, etc.) Program materials that may be pertinent to the scope of services of a funded program and that aid in contractor meeting contracted program outcomes are excluded from the definition of “capital expenditure” (e.g., children's story books, educational materials, games, puzzles, and flash cards).

11. Veterans Services Program funds must be expended by December 31, 2023. All funds that are not spent by this date must be reimbursed to Fulton County Government within 30 days of written request. A Contractor’s failure to adhere to this requirement will result in one or more of the following: inability to receive future funding from Fulton County, and/or legal action against the agency to recoup funding that are not reimbursed by the deadline.

ARTICLE III - COMPENSATION FOR SERVICES

(a) Fulton County agrees to pay Contractor a maximum sum of **\$50,000.00**.

(b) Upon receipt and approval of Contractor's invoice delineating projected expenditures for the first six months of the contracting period. Upon receipt and approval of said invoice, County shall pay Contractor the first six months of compensation provided for by this Agreement. The Contractor shall provide Fulton County with a second invoice delineating projected expenditures for the remaining six months of the Agreement Term. Upon receipt and approval of said invoice, Fulton County shall pay Contractor the second six months of compensation provided by this Agreement. **A failure by Contractor to submit the invoice for the first and/ or second six months of the contracting period will constitute a breach of this Agreement.**

(c) If through any cause, Contractor shall fail to fulfill its obligation under this Agreement in a timely and proper fashion or in the event that any of the provision or stipulations of this Agreement are violated by Contractor, Fulton County shall thereupon have the right to immediately suspend or terminate this Agreement by serving written notice as defined herein upon Contractor of Fulton County's intent to suspend or terminate this Agreement. If the Agreement is terminated pursuant to this paragraph, Contractor shall be exclusively limited to receiving only the compensation for work performed in a manner satisfactory to Fulton County up to and including the date of the written termination notice.

(d) The Contractor agrees and understands that all expenditures must be consistent with the scope and purpose of this Agreement, and expenditures must be consistent with the guidelines and definitions established in the **Veterans Services Program Request for Proposal ("RFP") 23RFP021323C-MH**, which is hereby incorporated by reference herein and made a part of this agreement. The County reserves the right to approve and reject payment for expenditures which are not consistent with the scope and purpose of this Agreement, and which the County determines are not consistent with the guidelines and definitions established in the Veterans Services Program RFP.

(e) The Contractor agrees and understands that Fulton County has the right to recover funds from Contractor for compensation received, pursuant to subsection (b) above if Contractor fails to perform the services outlined in Article II or does not perform such services to the satisfaction of Fulton County.

ARTICLE IV - RECORD KEEPING

(a) Contractor shall maintain accurate records of the expenditure and disposition of funds, and such records must be in accordance with good accounting practices, and made available for inspection and audit by Fulton County at a time mutually agreeable to parties and upon thirty (30) days' notice to contractor.

(b) All reports and communications, with supportive documentation consistent with contract provisions outlined in Article II, must be provided to Fulton County, in accordance with Article IV.

(c) A performance report, with supportive documentation consistent with provisions of the Agreement outlined in Article II, must be provided to Fulton County no later than **July 28, 2023, for the period January 1, 2023-June 30, 2023; and January 12, 2024, for the period July 1, 2023-December 31, 2023.**

(d) Contractor shall be responsible for sending staff representation to mandatory meetings that will be sponsored by the Fulton County Department of Community Development. Contractor will be notified in advance of said meetings.

(e) All notices, program reports and other communications required to be given under this Contract shall be sufficient if in writing and either delivered via e-mail, personally or sent by postage, prepaid, certified or registered United States mail, return receipt requested, or e-mail addressed as follows:

To Fulton County:

**Youth and Community Services Division
Veterans Services Program
c/o: Grants Administration
hsd.grants@fultoncountyga.gov
137 Peachtree Street, SW
Atlanta, Georgia 30303**

To Contractor:

**Gateway Performance Productions
PO Box 8062
Atlanta, Georgia 31106**

The Parties may only modify or update the above-referenced addresses during the term of this Agreement by providing formal notice to the other party of such a change pursuant to the terms of this provision.

(f) Contractor understands and agrees that, upon Fulton County's determination that Contractor is not or has not been in substantial compliance with any term of this Agreement with respect to the performance and provision of services at any single delivery site, Fulton County shall thereupon have the right to immediately suspend or terminate this Agreement upon written notice to Contractor. Contractor further understands and agrees that if Fulton County determines that Contractor is not or has not been in substantial compliance with any term of this Agreement with respect to the performance and provision of services at any single delivery site, Fulton County may request, and the Contractor shall provide, any and all additional reports, records or documentation Fulton County deems necessary to evaluate, assess and/or measure Contractor's overall level of performance under this Agreement, including Contractor's performance at other delivery sites.

ARTICLE V - INDEMNIFICATION

Contractor hereby covenants and agrees to indemnify and hold harmless Fulton County, its Commissioners, officers, and employees from all claims, losses, liabilities, damages, deficiencies, demands, judgments, or costs (including without limitation reasonable attorney's fees and legal expenses) suffered or occurred by such party, whether arising in tort, contract, strict liability or otherwise, including without limitation, personal injury, wrongful death or property damage arising in any way from the actions or omissions of Contractor, its directors, officers, employees, agents, successors and assigns in connection with its acceptance, or the performance, or nonperformance of its obligations under this Agreement; provided, however, that nothing herein shall be construed to preclude the Contractor from bringing suit against the County for breach of the terms of this Agreement.

**ARTICLE VI – TERMINATION OF AGREEMENT FOR COUNTY’S CONVENIENCE AND
FOR CAUSE**

(a) This Agreement is effective on **January 1, 2023**, and shall terminate on **December 31, 2023**, unless earlier terminated in accordance with the provisions of this Agreement. Notwithstanding termination of the Agreement, Contractor is obligated to fulfill all of its obligations, including its reporting requirements.

(b) Notwithstanding the above provisions, Fulton County may terminate this Agreement for convenience, or Fulton County or the Contractor may terminate this Agreement at any time for any reason by giving written notice of the intent to terminate the Agreement thirty (30) days in advance, by certified mail, return receipt requested, with proper postage prepaid, or by hand delivery, to the other party at the physical address provided herein for notice. The termination shall become effective on the thirtieth (30th) day after the date of such written notice unless the parties otherwise agree in writing. If this Agreement is terminated pursuant to this paragraph, Contractor shall be exclusively limited to receiving compensation for the work satisfactorily performed up to and including the effective date of termination.

(c) Fulton County shall have the right to suspend immediately Contractor’s performance hereunder on an emergency basis whenever necessary, in the opinion of Fulton County, to avert a life threatening situation or other sufficiently serious risk.

(d) In the event that this agreement is terminated by Fulton County or Contractor, following the Fulton County’s determination that Contractor is not or has not been in substantial compliance with any provision of this agreement, Contractor agrees that Fulton County shall have the right to request repayment in full of all compensation paid to Contractor pursuant to Article III of this agreement. If Fulton County exercises its right under this subsection, Contractor agrees to and shall repay Fulton County all compensation paid to Contractor pursuant to Article III of this Agreement.

(e) In the event that this agreement is terminated by Fulton County or Contractor, following the Fulton County’s determination that Contractor is not or has not been in substantial compliance with any

provision of this agreement, Contractor agrees that Fulton County shall have the right to terminate this Agreement between Fulton County and Contractor without penalty. Contractor acknowledges and agrees that Fulton County's right to terminate includes, but is not limited to, the right to withhold any and all future compensation due to Contractor pursuant to the terms of any and all other agreements between Fulton County and Contractor.

(f) In the event that this Agreement is terminated by Fulton County or Contractor, following Fulton County's determination that Contractor is not or has not been in substantial compliance with any provision of this Agreement, Contractor agrees that it shall not be eligible to either enter or to apply to enter into future contracts with Fulton County until it has addressed any and all areas of deficiency or non-compliance to Fulton County's satisfaction.

ARTICLE VII - INDEPENDENT CONTRACTOR STATUS

(a) Nothing contained herein shall be deemed to create any relationship other than that of an independent contractor between Fulton County and Contractor. Under no circumstances shall Contractor, its directors, officers, employees, agents, successors or assigns be deemed employees, agents, partners, successors, assigns or legal representatives of Fulton County.

(b) Contractor acknowledges that **Gateway Performance Productions**, its directors, officers, employees, agents and assigns shall have no right of redress pursuant to the Personnel Rules and Regulations of Fulton County.

(c) The Contractor 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 Contractor 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 Contractor shall maintain records pertaining to such taxes as well as payment thereof and shall make the same available to Fulton County at all reasonable times for inspection and copying. The Contractor shall apply for any and all tax exemptions which may be applicable

and shall timely request from Fulton County such documents and information as may be necessary to obtain such tax exemptions. Fulton County shall have no liability to the Contractor for payment of any tax from which it is exempt.

ARTICLE VIII - INSURANCE

Contractor agrees to obtain, maintain and furnish to Fulton County, a Certificate of Insurance (COI) showing the required coverage during the entire term of this Agreement. All insurance limits are listed in the “Insurance and Risk Management Provisions” document, Attachment “A”, with Fulton County, Georgia added as an “Additional Insured”. 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 IX – AMENDMENTS AND MODIFICATIONS TO CONTRACT

(a) This Agreement constitutes the entire agreement between Fulton County and Contractor, and there are no further written or oral agreements with respect thereto, no variations, amendments or modifications of this Agreement, and no waiver of its provisions, shall be valid unless in writing and signed by Fulton County’s and Contractor’s duly authorized representatives and entered into on the minutes of the Fulton County Board of Commissioners meeting.

(b) Modifications or amendments which require a change in compensation level must be approved by the Fulton County Board of Commissioners and Contractor; other modifications, amendments or variations may be agreed to in writing, between the Contractor and the Contract Administrator when the amount of this Agreement and its Term remain unchanged.

ARTICLE X - SUBCONTRACTING

Contractor 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 Fulton County.

ARTICLE XI - ASSIGNABILITY

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

ARTICLE XII - SEVERABILITY OF TERMS

If any part or provision of this Agreement is held invalid the remainder of this Agreement shall not be affected thereby and shall continue in full and effect.

ARTICLE XIII – PRECEDENCE OF AGREEMENT

In the event that any language in the Department of Community Development’s Veterans Services Program RFP is in conflict with the language in this Agreement, this Agreement shall take precedence.

ARTICLE XIV - EQUAL EMPLOYMENT OPPORTUNITY

In accordance with Fulton County Code Sections 102-391 (Equal Opportunity Clause) and 154-3 (Policy of Equal Opportunity): (a): During the performance of this Agreement, the Contractor agrees as follows:

(1) The Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, national origin, or disability. As used herein, the words “shall not discriminate” shall mean and include without limitations the following:

Recruited, whether by advertising or other means; compensated, whether in the form of rates of pay, or other forms of compensation; selected for training, including apprenticeship; promoted; upgraded; demoted, downgraded; transferred; laid off; and terminated.

The Contractor agrees to and shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause.

(2) The Contractor shall in solicitation or advertisement for employees, placed by or on behalf of the Contractor; state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, sexual orientation, national origin, or disability.

(3) The Contractor shall send to each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or workers' representative of the Contractor's commitments under the Equal Opportunity Program of Fulton County and under this Article, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Contractor and its subcontractors, if any, shall file Compliance Reports at reasonable times and intervals with Fulton County in the form and to the extent prescribed by the director. Compliance Reports filed at such times as directed shall contain information as to the employment practices, policies, programs and statistics of the Contractor and its subcontractors.

(5) The Contractor shall include the provisions of paragraphs (1) through (5) of this equal employment opportunity clause and every subcontractor purchase order so that such provision shall be binding upon each subcontractor.

ARTICLE XV - CAPTIONS

The captions are inserted herein only as a matter of convenience and for reference and in no way define, limit, or describe the scope of this Agreement or the intent of the provisions thereof.

ARTICLE XVI - GOVERNING LAW

This Agreement shall be governed in all respects, as to validity, construction, capacity, and performance or otherwise, by the laws of the State of Georgia.

ARTICLE XVII - 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.

[SIGNATURES ON FOLLOWING PAGE]

Attachment A

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:

CONTRACTOR:

FULTON COUNTY, GEORGIA

VENDOR NAME Gateway Performance Productions, Inc.

DocuSigned by:
Robert L. Pitts
BA715B1A26544E7
Robert L. Pitts, Chairman
Fulton County Board of Commissioners

DocuSigned by Name of Signatory: **Michael E Hickey**
Michael Hickey
Title of Signatory: **Company Manager**
845C2A0A05424C9...
Authorized Signature

Please select Attest OR Notary from the checkbox

Attest Notary

ATTEST:

ATTEST:

DocuSigned by:
Tonya R. Grier
EEC476C4837648D...
Tonya R. Grier
Clerk to the Commission

DocuSigned by 2nd Signatory Name: **Thomas Spach**
Thomas Spach
2nd Signatory Title: **Board Chair**
D9C88E324CCE421...

Second Authorized Signature

(Affix County Seal)



(Affix Corporate Seal)



APPROVED AS TO FORM:

ATTEST:

DocuSigned by:
David Lowman
0EC92EDADEFB4B8...
Office of the County Attorney

Notary Public

APPROVED AS TO CONTENT:

County: _____

DocuSigned by:
Stanley Wilson
5E4D76DFB4A0450...
Stanley Wilson, Director
Fulton County Department of
Community Development

Commission Expires: _____

(Affix Notary Seal)

Please select RCS or RM from the checkbox

RCS RM

ITEM#: 2023-0351	RCS: 5/17/2023	ITEM#: _____	RM: _____
RECESS MEETING		REGULAR MEETING	

AGENCY CUSTOMER ID: 00012987

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY Gillman Insurance Problem Solvers		NAMED INSURED Gateway Performance Productions, Inc.	
POLICY NUMBER			
CARRIER	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance: Notes

The aforementioned entities are included as additional insureds for GENERAL LIABILITY when required in a written contract or agreement per form L744 NPP.

**INFORMATION PROVIDED ON A CERTIFICATE OF INSURANCE IS REGULATED BY THE GEORGIA DEPARTMENT OF INSURANCE. FOR INFORMATION REGARDING FURTHER REQUESTS FOR CHANGES TO THIS CERTIFICATE OF INSURANCE, PLEASE REFER TO THE FOLLOWING GEORGIA DEPARTMENT OF INSURANCE WEBSITE FOR GOVERNING RULES (Bulletin 21-EX-5):

oci.ga.gov/press-releases/bulletins

FAILURE TO COMPLY WITH REGULATIONS COULD RESULT IN FINES UP TO \$5,000 PER VIOLATION.

**UNITED STATES LIABILITY INSURANCE GROUP
WAYNE, PENNSYLVANIA**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

BLANKET ADDITIONAL INSURED ENDORSEMENT

Section II – Who Is An Insured is amended to include as an insured any person, entity or organization that is:

1. A franchisor under a franchise agreement with the Named Insured as franchisee relating to “your work”; or
2. A licensor under a license agreement with the Named Insured as licensee relating to “your work”; or
3. A co-owner with the Named Insured in premises used for “your work”; or
4. A majority owner with a controlling interest in the Named Insured but only with respect to liability arising out of such owner’s (i) financial or operational control of the Named Insured; or (ii) ownership, maintenance or use of premises leased or occupied by the Named Insured for purposes of “your work”; or
5. A mortgagee, assignee or receiver of the Named Insured relating to “your work”; or
6. A lessor, or an agent of a lessor, under a lease agreement with the Named Insured as lessee relating to “your work”; or
7. A grantor of a permit to the Named Insured as permittee relating to “your work”.

However, if the grantor of a permit is a federal, state or local government or political subdivision, there is coverage under this endorsement only for liability arising from:

- a. The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures; or
 - b. The construction, erection or removal of elevators; or
 - c. The ownership, maintenance or use of any elevators covered by this insurance; or
8. A lessor of equipment leased to the Named Insured relating to “your work”; or
 9. A contributor, benefactor, or supporter who provides financial assistance to the Named Insured in connection with “your work”;

but only to the extent the Named Insured is required to add such person, entity or organization as an additional insured to this policy under a written contract, written permit or written agreement relating to “your work”.

Such person, entity or organization is an insured only with respect to liability for “bodily injury”, “property damage” or “personal and advertising injury” that is caused, in whole or in part by your acts or omissions or the acts or omissions of those acting on your behalf in connection with “your work” while such written contract, written permit or written agreement is in effect.

EXCLUSIONS

There is no coverage under this endorsement for loss or expense, including but not limited to the cost of defense for “bodily injury”, “property damage” or “personal and advertising injury”:

1. That occurs after all of “your work”, including materials, parts or equipment furnished in connection with “your work” and performed under a written contract, written permit or written agreement has ended; or
When that portion of “your work” out of which the “bodily injury”, “property damage” or “personal and advertising injury” arises and performed under a written contract, written permit or written agreement has been put to its intended use by any person(s) or organization(s);
whichever occurs first.
2. Arising directly or indirectly from construction or demolition operations of any kind performed by you.
3. Caused or alleged to be caused by the sole negligence of an additional insured under this endorsement.
4. Arising out of “your work” performed for a federal, state or local government or political subdivision under a written permit.
5. Included within the “products-completed operations hazard”.

CONDITIONS

Coverage provided by this endorsement will be excess over any insurance available to any additional insured under this endorsement unless a written contract, written permit or written agreement specifically requires that coverage under this endorsement is primary.

All other terms and conditions of this policy remain unchanged. This endorsement is a part of your policy and takes effect on the effective date of your policy unless another effective date is shown.

GATEWAY

PERFORMANCE PRODUCTIONS

PO Box 8062, Atlanta, GA 3007 . gatewaypp@masktheatre.org . 404.222,9262

June 5, 2023

To: Fulton County Veterans Services Program

From: Gateway Performance Productions

Re: Number of Employees

Dear Veterans Program,

Gateway Performance Productions has no employees.

All persons who supply services to and on behalf of Gateway, do so as independent contractors.

Thank you.

Sincerely,

Michael E. Hickey

Company Manager

STATE OF GEORGIA

COUNTY OF FULTON

FORM F: 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]** Gateway Performance Productions on behalf of Fulton County Government has registered with and is participating in a federal work authorization program²,² 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.

ID: MHIC 4852 COMPANY ID: 510392

EEV/Basic Pilot Program* User Identification Number

Michael E. Hickey
BY: Authorized Officer of Agent
(Insert Contractor Name)

Treasurer
Title of Authorized Officer or Agent of Contractor

MICHAEL E. Hickey
Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this 3 day of March, 2023.

Notary Public: Oleta Maria Jordan

County: Fulton

Commission Expires: 11/02/2025



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.

²[Any 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].

STATE OF GEORGIA

COUNTY OF FULTON

FORM G: 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 services³ under a contract with **[insert name of prime contractor]** Gateway Performance Productions behalf of Fulton County Government has registered with and is participating in a federal work authorization program*,⁴ in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

ID: MHIC 4852 COMPANY ID: 510392

EEV/Basic Pilot Program* User Identification Number

Michael E. Hickey

BY: Authorized Officer of Agent
(Insert Subcontractor Name)

Treasurer

Title of Authorized Officer or Agent of Subcontractor

MICHAEL E. Hickey

Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this 3 day of March, 2023.

Notary Public: Oleta Maria Jordan

County: Fulton

Commission Expires: 11/02/2025



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.

⁴*[Any 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].



**FULTON
COUNTY**

CONTRACT DOCUMENTS

FOR

REQUEST FOR PROPOSAL 23RFP021323C-MH

2023 VETERANS SERVICES PROGRAM

FOR

YOUTH AND COMMUNITY SERVICES DIVISION

OF

FULTON COUNTY, GEORGIA

CONTRACT AGREEMENT

THIS AGREEMENT (“Agreement”), entered into this **1st day of January 2023**, by and between **FULTON COUNTY**, Georgia (hereinafter referred to as “Fulton County” or “County”), a political subdivision of the State of Georgia, acting by and through its Community Development Department’s Youth and Community Services Division (“YCS”), and **Atlanta Technical College Foundation, Inc.** (hereinafter referred to as “Contractor”), a corporation organized as a nonprofit, tax exempt 501(c) (3) agency, authorized to conduct business within the state of Georgia (hereinafter collectively referred to as the “Parties”).

WITNESSETH

WHEREAS, as part of its official functions, Fulton County is authorized to exercise the power of taxation pursuant to Art. IX, Section IV., Par. I of the Constitution of the State of Georgia of 1983, and to expend such funds raised by the exercise of said powers for public purposes as declared in Art. IX, Section IV., Par. II of the Constitution; and

WHEREAS, Contractor has in its employ personnel, and under its supervision, facilities and resources by which it can render to Fulton County and the citizens thereof certain services authorized by the aforementioned Constitutional provision; and

WHEREAS, Contractor has agreed to render services to the citizens of Fulton County, and the County has appropriated funds for those services; and

WHEREAS, the parties desire to execute a formal agreement for the services to be rendered by Contractor, and said services shall be defined, and consideration to be paid for such services by Fulton County for the successful performance of the services, and shall be enumerated.

The Agreement was approved by the Fulton County Board of Commissioners on **May 17, 2023, BOC#23-0351**.

NOW, THEREFORE, in consideration of the premises, payment of the sum hereinafter set forth and the performance of the services described herein, it is mutually agreed as follows:

INDEX OF ARTICLES

- ARTICLE 1. PARTIES AND TERM**
- ARTICLE 2. SCOPE OF CONTRACTOR'S DUTIES**
- ARTICLE 3. COMPENSATION FOR SERVICES**
- ARTICLE 4. RECORD KEEPING**
- ARTICLE 5. INDEMNIFICATION**
- ARTICLE 6. TERMINATION OF AGREEMENT FOR CAUSE**
- ARTICLE 7. INDEPENDENT CONTRACTOR STATUS**
- ARTICLE 8. INSURANCE**
- ARTICLE 9. AMENDMENTS AND MODIFICATIONS TO AGREEMENT**
- ARTICLE 10. SUBCONTRACTING**
- ARTICLE 11. ASSIGNABILITY**
- ARTICLE 12. SEVERABILITY OF TERMS**
- ARTICLE 13. PRECEDENCE OF AGREEMENT**
- ARTICLE 14. EQUAL EMPLOYMENT OPPORTUNITY**
- ARTICLE 15. CAPTIONS**
- ARTICLE 16. GOVERNING LAW**
- ARTICLE 17. JURISDICTION**

ARTICLE I - PARTIES AND TERM:

(a) Fulton County, through its YCS, retains Contractor, and Contractor accepts retention by Fulton County to render the services as hereinafter defined and required; to perform such services in a manner and to the extent required by the parties herein; and as may be hereafter amended or extended in writing by mutual agreement of the parties.

(b) The Chairperson of the Board of Directors for the Contractor or authorized representative (hereinafter “Board Chair”) represents that she/he is authorized to bind and enter into contracts on behalf of Contractor, including this Agreement.

(c) Nothing contained in this Agreement shall be constructed to be a waiver of Fulton County’s sovereign immunity or any individual’s official or qualified good faith immunity.

(d) This Agreement will remain in effect from **January 1, 2023**, until midnight **December 31, 2023**.

(e) Fulton County shall have the right to suspend immediately Contractor’s performance hereunder on an emergency basis under this Agreement whenever necessary, in the sole opinion of Fulton County, to avert a life threatening situation or other sufficiently serious deficiency.

ARTICLE II - SCOPE OF CONTRACTOR’S DUTIES:

Upon execution of this Agreement, the Contractor will provide the following services for Fulton County:

SCOPE OF WORK:

Veterans Services Program (VSP)

VSP Service Category: Homeless and Housing

VSP Funding Priority(ies):

Homelessness: Homelessness and Housing Veterans Homelessness|Homelessness and Housing Veterans Transitional Assistance

Atlanta Technical College Foundation, Inc., The ATC Fulton County Veterans Services Program (ATC-FCVS) will provide services at the following locations at specified times during the contract period of **01/01/2023** through **12/31/2023**:

Service Delivery Site(s):

YCS Staff paste Service delivery site(s) from WebGrants (Q.9):

Name of Program Site:	Program Location (complete physical address):	Program City	Program State	Program Zip code	Fulton County District of the program (Facility) location:	District(s) of Fulton County Residents Served by the program (facility) location:
Atlanta Technical College	1560 Metropolitan Parkway	Atlanta	GA	30310	4	1, 2, 3, 4, 5, 6

Approach and Design:

Atlanta Technical College Foundation, Inc., The ATC Fulton County Veterans Services Program (ATC-FCVS) will provide services to 50 clients that reside in Fulton County, with VSP funding.

Atlanta Technical College Foundation, Inc., The ATC Fulton County Veterans Services Program (ATC-FCVS) will provide the following activities and services in Fulton County with VSP funding:

Atlanta Technical College's Veteran Department is run by veterans for veterans and offers a one-stop shop that is easily accessible and widely available to service members, veterans, and dependents. We aim to empower our service members, veterans, and dependents with the tools necessary for achieving their academic goals. ATC's Veteran Services Department strives to provide a supportive educational environment that fosters student success and achievement through information sharing, referral services, and outreach programs. Location: The Atlanta Technical College Veteran's Service Department is located in the Student Success Center on the main campus of ATC. The College provides career-focused education in more than 150 fields of study; job readiness assessments; development of individual academic advisement/completion plans; referrals to external support programs and services; academic tutoring and coaching; resume and interviewing assistance; and job search resources. The FCVS@ATC program takes place on our college campus that is accessible under the Americans with Disabilities Act (ADA) and aligns with the Homeless and Housing Funding and provides services under the Funding Priority of Veterans Transitional Assistance of this grant's requirements: 1) Veterans Impacted by Poverty - through our community partnership with Warrior Alliance, FCVS@ATC program includes housing, basic needs, food security, goods and services, emergency financial services, and substance abuse and support programs. This aspect of the FCVS@ATC program is delivered through an intentional partnership focused on reversing poverty trends for veterans by meeting their foundational wraparound needs. address homeless prevention, and home repairs to help Veterans remain in their homes. The Warrior Alliance case management team connects the FCVS@ATC student with organizations that support the County's commitment to making homelessness rare, brief, and nonrecurring through funding opportunities to nonprofit organizations to quickly rehouse homeless Veterans and families. Veterans and families are serviced through emergency, transitional, and permanent housing programs using this referral system. 2) Veterans Employment and Employment Training - includes job training, job search and preparation services, and business ownership counseling. FCVS@ATC program prepares veterans and transitioning service members for meaningful careers provides entrepreneurship resources and expertise, and protects reemployment rights. 3) Veterans Education - includes GI Bill assistance, retirement, financial aid counseling, loans, scholarships, tuition programs, learning skills preparation, and student Veterans organization support. Programs should focus on promoting educational opportunities and supporting student Veterans currently enrolled in schools. 4) Veterans Financial Planning/Services - provided by ATC's Continuing Education Department, this customized course is a program curriculum component that includes compensation, consumer protection, budgetary, pension and tax counseling, unemployment services, and emergency assistance. FCVS@ATC program focuses on preparing transitioning military members for financial success and helping all Veterans obtain financial security and retirement planning knowledge for self-sustainability. 5) Veterans Legal Services - will be provided by our community partnership with Legal Aid, which will provide legal assistance, pro bono programs, legal clinics, judicial system programs, service records, identification cards, and military awards and discharge review. The FCVS@ATC program focuses on access to legal resources to assist with medical challenges, disability benefits, reemployment rights, debt collection, housing, criminal matters, license restoration, and family law. (See a slightly larger outline of additional partnerships under "Available Resources and

Sustainability Section in this narrative"). 6) Percentage of high school students who meet literacy requirements - to provide comprehensive services to families and military-connected members of our veteran students as they transition from the military to civilian life after their service. Programs, Services, and Campus Culture ATC has been intentional in its approach and design of all Veteran Department programming to ensure the campus is 'veteran-friendly,' entailing a variety of factors such as support, admissions, funding, communication, and services. There is tremendous diversity and inclusion (DI) in framing ATC's veteran-friendly programs across the academic institution. ATC has created a culture of trust and connectedness across the campus community to promote the well-being and success of veterans. The three core elements of design activities include: Creating Successful Programs Academic Support Campus Culture Top-Down Support Central Point of Contact Veteran-Specific Space Identifying Student Veterans Student Veteran Organization Veterans Orientation Staff and Faculty Training Opening Lines of Communication Academic Preparation and Tutoring Veteran-Specific Courses Campus Life Engaging Student Veterans Housing Information Approach #1-Education: ATC is part of the Technical College System of Georgia (TCSG). Given this, the FCVS@ATC program seeks to enhance the academic power of technical education services offered to increase further the capacity of educational, training, and employment efforts for veterans and military-connected individuals in Fulton County. Of our current veteran student population, 35% reside in Fulton County. There will be no duplication or over saturation of services, instead a chance to expand and sustain ATC's technical college education model as a "Bridge Program" for veterans and military-connected individuals - with a laser focus on those being impacted by homelessness. Designed as a blended program model, FCVS@ATC incorporates a) Career Pathways and b) Alternative Pathways Program (APP) by preparing those who lack adequate basic skills to enter and succeed in post-secondary education and workforce training, leading to career-path employment. FCVS@ATC is a scaffolding education and training that drives successful program completion and job placement outcomes. FCVS@ATC incorporates six "program pillars" that APPs need to optimize as best practicing to best serve the veterans effectively. This program ensures sustainability, access, quality education, training, and employment services for a disenfranchised and low-income population. FCVS@ATC explicitly prepares veterans and military-connected individuals for validated in-demand workforce opportunities. Approach #2: Center for Workforce Innovation: FCVS@ATC within the college represents an exciting potential solution to the employment barriers of veterans and military-connected individuals who are often low-income adults reacclimating to our communities. Additionally, ATC will use its Center for Workforce Innovation (CWI) as the core element of the FCVS@ATC program design. The CWI is an innovative partnership between Atlanta Technical College, the City of Atlanta, and the Atlanta Committee for Progress. With the direct input, investment, and involvement of corporate and community partners, the CWI focuses on preparing students to enter careers that meet local high-demand, rapidly changing workforce needs and lead to economic mobility. Atlanta Technical College has a 99 percent job placement rate. ATC has a proven track record in removing barriers to access and success, helping students succeed. During 2020-2022 despite navigating a pandemic, enrollment, retention, and graduation reached the highest they have ever been in the history of the college. Outreach and Recruitment Strategies incorporate the following: 1) Sustain and develop relationships with Veteran-Focused Groups; 2) Attend or sponsor career events near military installations, as well as career events on campus and participating in career events at military installations; 3) Attend and participate in career fairs and information sessions throughout the community, speak to groups and various associations; 4) Keep the Military Brand on Campus - sponsoring military events on or near campus and recruitment through word-of-mouth marketing; 5) Connect with Off-Campus Organizations - local VA Branches and the Association of the United States Army, among others; and 6) Target Focused Recruitment- military bases, transit homes, and Veteran Hospitals. These strategies provide students access to resources essential to becoming successful college completers and, ultimately, well-skilled, confident employees. Student Experience - for veterans mirror that of all ATC CWI students within the college (See illustration below).

Policies - ATC has clearly defined policies that drive protocols, processes, and practices. In terms of supporting the military-connected student, ATC's policies are designed to contribute to a positive and productive experience for active veterans, National Guard, Reserve, or family members. Clear and concise directions on the application process and school policies related to student veterans' acceptance, readmission, and transfer process contribute to a less daunting campus experience. Admissions Policy Applications Student Services Recruitment Application process Entrance exams Transcript review Financial aid Website communication Early registration Residency policies Withdrawal and readmission Diversity Disability services Health services Mental health services Career services Staffing Pattern - The FCVS@ATC program will have two designated team members for the program's implementation: Program Coordinator - certifying official and designated individual to provide oversight of partnerships, policies, performance and reporting, and institutional alignment with ATC's guidelines. Part-time Academic Adviser and Admin Assistant - a single point of contact on campus to help veteran students and family members students navigate their college experience. Responsible for recruitment and outreach activities performs data entry within the Banner System and contributes to employer engagement for career and employment pathways success.

Designation of VSP Funds:

Based on the awarded amount of **\$87,000.00**, the VSP funds are designated according to the following cost categories: Administrative, Operational, and Direct Services.

- **Administrative Expenses-** VSP Funds that are spent on Executive/Management Staff and Administrative Support Staff salaries, salary fringe and benefits ONLY. (Note: Not more than 5% of grant award can be used for administrative costs. Includes direct and indirect charges for administration of the grant)
- **Operational Expenditures-** VSP funds used to conduct agency/ organizational functions that are secondary to program service delivery such as: office/warehouse lease or mortgage expenses, office supplies (pens, toner, paper, etc.), agency's utility expenses, staff transportation expenses, marketing/catalogues, etc.
- **Direct Service Expenditures-** VSP funds utilized to provide services directly to agency/program participants such as payments made on behalf of participants for rent, utilities, food, shelter, transportation (rentals, gas, and parking, bus drivers, participant's public transportation costs, etc.) , scholarships and day care vouchers, salaries and fringe benefits for direct service personnel (Case Managers, Educators, Subcontractors, etc.), program supplies (educational/instructional materials, paper, pencils, markers, etc.) directly consumed by participants. Program materials that may be pertinent to the scope of services of a funded program and that aid in contractor meeting contracted program outcomes are included in this definition (i.e. children's story books, educational games, puzzles, and flash cards).

The maximum amount of VSP funds allowed for administrative purposes (executive staff salaries and benefits only) is 5% of funds awarded. Throughout the contract period, program expenditures will be monitored (via performance reports) to ensure that funding is utilized as contracted.

YCS Staff paste designation of funding request chart from WebGrants (Q.8)

Cost Category	Designation of VSP Funding Award	Detailed Explanation of how the Funding Award will be Expended
Administrative (5% Admin max of funds awarded.)	\$4,350.00	Senior level program oversight, compliance monitoring and financial management.
Operational	\$1,000.00	Program Supplies
Direct Services	\$81,650.00	Direct service staff, tuition, fees, books, equipment, credential attainment incentives, etc.
Totals	\$87,000.00	

Additional Explanation of Funding Details:

Administrative - The Dean of Students provides director supervision to the Veterans Coordinator (VC) and will meet with the VC weekly for programmatic guidance and direction as needed. The Director of Grants Management will ensure required reports are submitted timely, programmatic compliance through internal monitoring, and track enrollment, retention, credential attainment, and employment data through the Institutional Effectiveness and Learning Division. Account for all funds associated with the program. Monitor the quality of services offered. The Grant Accountant will be responsible for all financial reporting.

Operational - Program supplies.

Direct Services - Develop organizational partnerships with government and private and nonprofit entities. Provide case management and advocacy to all participants. Develop and sustain relationships with community organizations, agencies, and employers to ensure that the essential needs of the participants are met and implement program resources and assessment tools to help participants identify their personality traits, skills, interests, and values related to exploring career options.

A part-time academic adviser will advise students on academic requirements and selection of courses; Assists students in developing and personalizing an education plan; disseminate information on institutional policies and procedures; evaluate and determines the transfer of credits; and researches approach descriptions to determine transferability. Admin Assistant interface with veterans.

Direct Services - grants funds will be used to provide the following: emergency breakfast and lunch vouchers, tuition, fees, books, uniforms, tools, Veterans club meetings refreshments, Veterans Day Events, short and long sleeves polo shirts, equipment, uniforms, technology assistance, credential attainment incentives, and workforce readiness and digital literacy completion incentives to the ATC-FCVSP students.

Program Performance Measures:

Atlanta Technical College Foundation, Inc. agrees to track and report program performance to the Fulton County Department of Community Development.

County Defined Performance Measure(s):

Homelessness: Homelessness Number of individuals whose barriers to self sufficiency are eliminated or reduced paths to self sufficiency created

The following program measures/ Key Performance Indicators (“KPI’s”) will be utilized to track and report program outcomes for the Fulton County residents supported with VSP funding, during the funding period (January 1, 2023-December 31, 2023):

Veterans whose barriers to self-sufficiency are eliminated or reduced paths to self-sufficiency.- Number of Veterans that continue to further post-secondary education pursuits.100% of participants desiring further post-secondary pursuits will be supported.Data Collection -Documentation that substantiates further educational pursuits.- Number of Veterans who complete GED requirements; Attainment of credentials in post-secondary training; Training Completions; Credentials obtained100% of participants will be enrolled in credential training services based on the selected program of study.85% of participants will earn industry-recognized credentials from Atlanta Technical College. The selected programs of study will determine the training length required to achieve the credential.Data Collection - The Technical College System of Georgia has a very robust data collection system and provides outcomes reports to all Technical Colleges at the end of each semester.- Number of Veterans placed in Living Wage Employment; receiving training/job development/employment support services which lead to self-sufficiency100% of graduates will be referred to the Career Services Office for employment assistance and employment support services after credentials are received.Data Collection - The Technical College System of Georgia has a very robust data collection system and provides outcomes reports to all Technical Colleges at the end of each semester.

Agency Defined Performance Measure(s):


- Number of Veterans that attend at least two program-specific workshops90% of participants will attend at least two program-specific workshopsData Collection - Sign-in sheets from each workshop session- Number of Veterans referred for external wraparound services100% of participants in need of external wraparound services will be referredData Collection - Referral documentation to the external partner verifying the service provided

ADDITIONAL REQUIREMENTS

Failure to adhere to the terms of this Agreement, in addition to the requirements listed below, may result in one or all of the following; delayed disbursement or total loss of awarded funds, and / or ineligibility to receive an RFP award during the next funding cycle.

1. Contractor agrees to develop, in conjunction with Fulton County, a process of accepting and serving Fulton County residents referred by the Youth and Community Services Division of Fulton County Government.
2. As consideration for the County providing funding and the non-profit entity accepting same, the non-profit entity shall, upon the County's request, participate in County-sponsored events and activities on County property, when feasible. The non-profit agency shall use its best efforts to comply with the County's request provided that it is given at least one week's notice to do so. Failure to participate will be taken into consideration for future funding requested by the non-profit entity.
3. Contractor agrees to allow staff from the Fulton County Department of Community Development to conduct contract compliance site visits as necessary (announced or unannounced).
4. During the site visit, Contractor will be required to allow staff to monitor programming, as well as review client rosters / sign-in sheets and/ or Registration information that should include complete addresses of Fulton County residents served by this funding.
5. Contractor agrees to comply with the Operational Specifications outlined in the 2023 Veterans Services Program RFP 23RFP021323C-MH
6. Contractor agrees that advertising, promotions and other publicity in connection with the supported program(s) shall include the following acknowledgement: **“Funding provided in part by the Fulton County Board of Commissioners under the guidance of the Department of Community Development.”**

Note: If your agency uses logos versus text, you may substitute the language above with the Fulton

County Logo 

Reporting

It is the Contractor's responsibility to ensure accurate reporting of all information contained in the performance reports. Reports and supportive documentation that consistently include erroneous/inaccurate data may result in a required reimbursement of funding and/or may negatively impact future funding.

6. Contractor will be required to submit completed performance reports (with deadlines of July 28, 2023, and January 12, 2024) to adhere to the requirements outlined in the Performance Report Instructions, as well as the format provided by the Fulton County Department of Community Development. Future funding will be affected if performance reports are not submitted by stipulated due dates.
7. Contractor will be required to provide demographic information concerning the Fulton County residents served, including, but not limited to age, race/ethnicity and gender.
8. Contractor will be required to report the number of UNDUPLICATED/NEW participants directly served through the Veterans Services Program funding. **Please note:** Failure to serve the total number of participants contracted to be served with VSP funding may result in reimbursement of VSP funding to Fulton County. Failure to reimburse the funding requested will result in the ineligibility to receive future funding.
9. Contractor will be required to submit unduplicated client rosters in a spreadsheet format that includes the complete residential addresses of the Fulton County residents served with VSP funding, and

LEDGERS demonstrating how Veterans Services Program funds were expended for the specified reporting period.

Expenditure of Funds

10. Contractor is prohibited from utilizing VSP funds for capital expenditures. (A “capital expenditure” is defined as: any resource not completely consumed during the contract year, i.e. computers, printers, construction, vehicles, cell phones, etc.) Program materials that may be pertinent to the scope of services of a funded program and that aid in contractor meeting contracted program outcomes are excluded from the definition of “capital expenditure” (e.g., children's story books, educational materials, games, puzzles, and flash cards).

11. Veterans Services Program funds must be expended by December 31, 2023. All funds that are not spent by this date must be reimbursed to Fulton County Government within 30 days of written request. A Contractor’s failure to adhere to this requirement will result in one or more of the following: inability to receive future funding from Fulton County, and/or legal action against the agency to recoup funding that are not reimbursed by the deadline.

ARTICLE III - COMPENSATION FOR SERVICES

(a) Fulton County agrees to pay Contractor a maximum sum of **\$87,000.00**.

(b) Upon receipt and approval of Contractor's invoice delineating projected expenditures for the first six months of the contracting period. Upon receipt and approval of said invoice, County shall pay Contractor the first six months of compensation provided for by this Agreement. The Contractor shall provide Fulton County with a second invoice delineating projected expenditures for the remaining six months of the Agreement Term. Upon receipt and approval of said invoice, Fulton County shall pay Contractor the second six months of compensation provided by this Agreement. **A failure by Contractor to submit the invoice for the first and/ or second six months of the contracting period will constitute a breach of this Agreement.**

(c) If through any cause, Contractor shall fail to fulfill its obligation under this Agreement in a timely and proper fashion or in the event that any of the provision or stipulations of this Agreement are violated by Contractor, Fulton County shall thereupon have the right to immediately suspend or terminate this Agreement by serving written notice as defined herein upon Contractor of Fulton County's intent to suspend or terminate this Agreement. If the Agreement is terminated pursuant to this paragraph, Contractor shall be exclusively limited to receiving only the compensation for work performed in a manner satisfactory to Fulton County up to and including the date of the written termination notice.

(d) The Contractor agrees and understands that all expenditures must be consistent with the scope and purpose of this Agreement, and expenditures must be consistent with the guidelines and definitions established in the **Veterans Services Program Request for Proposal ("RFP") 23RFP021323C-MH**, which is hereby incorporated by reference herein and made a part of this agreement. The County reserves the right to approve and reject payment for expenditures which are not consistent with the scope and purpose of this Agreement, and which the County determines are not consistent with the guidelines and definitions established in the Veterans Services Program RFP.

(e) The Contractor agrees and understands that Fulton County has the right to recover funds from Contractor for compensation received, pursuant to subsection (b) above if Contractor fails to perform the services outlined in Article II or does not perform such services to the satisfaction of Fulton County.

ARTICLE IV - RECORD KEEPING

(a) Contractor shall maintain accurate records of the expenditure and disposition of funds, and such records must be in accordance with good accounting practices, and made available for inspection and audit by Fulton County at a time mutually agreeable to parties and upon thirty (30) days' notice to contractor.

(b) All reports and communications, with supportive documentation consistent with contract provisions outlined in Article II, must be provided to Fulton County, in accordance with Article IV.

(c) A performance report, with supportive documentation consistent with provisions of the Agreement outlined in Article II, must be provided to Fulton County no later than **July 28, 2023, for the period January 1, 2023-June 30, 2023; and January 12, 2024, for the period July 1, 2023-December 31, 2023.**

(d) Contractor shall be responsible for sending staff representation to mandatory meetings that will be sponsored by the Fulton County Department of Community Development. Contractor will be notified in advance of said meetings.

(e) All notices, program reports and other communications required to be given under this Contract shall be sufficient if in writing and either delivered via e-mail, personally or sent by postage, prepaid, certified or registered United States mail, return receipt requested, or e-mail addressed as follows:

To Fulton County:

**Youth and Community Services Division
Veterans Services Program
c/o: Grants Administration
hsd.grants@fultoncountyga.gov
137 Peachtree Street, SW
Atlanta, Georgia 30303**

To Contractor:

**Atlanta Technical College Foundation, Inc.
1560 Metropolitan Parkway SW
Atlanta, Georgia 30310**

The Parties may only modify or update the above-referenced addresses during the term of this Agreement by providing formal notice to the other party of such a change pursuant to the terms of this provision.

(f) Contractor understands and agrees that, upon Fulton County's determination that Contractor is not or has not been in substantial compliance with any term of this Agreement with respect to the performance and provision of services at any single delivery site, Fulton County shall thereupon have the right to immediately suspend or terminate this Agreement upon written notice to Contractor. Contractor further understands and agrees that if Fulton County determines that Contractor is not or has not been in substantial compliance with any term of this Agreement with respect to the performance and provision of services at any single delivery site, Fulton County may request, and the Contractor shall provide, any and all additional reports, records or documentation Fulton County deems necessary to evaluate, assess and/or measure Contractor's overall level of performance under this Agreement, including Contractor's performance at other delivery sites.

ARTICLE V - INDEMNIFICATION

Contractor hereby covenants and agrees to indemnify and hold harmless Fulton County, its Commissioners, officers, and employees from all claims, losses, liabilities, damages, deficiencies, demands, judgments, or costs (including without limitation reasonable attorney's fees and legal expenses) suffered or occurred by such party, whether arising in tort, contract, strict liability or otherwise, including without limitation, personal injury, wrongful death or property damage arising in any way from the actions or omissions of Contractor, its directors, officers, employees, agents, successors and assigns in connection with its acceptance, or the performance, or nonperformance of its obligations under this Agreement; provided, however, that nothing herein shall be construed to preclude the Contractor from bringing suit against the County for breach of the terms of this Agreement.

**ARTICLE VI – TERMINATION OF AGREEMENT FOR COUNTY’S CONVENIENCE AND
FOR CAUSE**

(a) This Agreement is effective on **January 1, 2023**, and shall terminate on **December 31, 2023**, unless earlier terminated in accordance with the provisions of this Agreement. Notwithstanding termination of the Agreement, Contractor is obligated to fulfill all of its obligations, including its reporting requirements.

(b) Notwithstanding the above provisions, Fulton County may terminate this Agreement for convenience, or Fulton County or the Contractor may terminate this Agreement at any time for any reason by giving written notice of the intent to terminate the Agreement thirty (30) days in advance, by certified mail, return receipt requested, with proper postage prepaid, or by hand delivery, to the other party at the physical address provided herein for notice. The termination shall become effective on the thirtieth (30th) day after the date of such written notice unless the parties otherwise agree in writing. If this Agreement is terminated pursuant to this paragraph, Contractor shall be exclusively limited to receiving compensation for the work satisfactorily performed up to and including the effective date of termination.

(c) Fulton County shall have the right to suspend immediately Contractor’s performance hereunder on an emergency basis whenever necessary, in the opinion of Fulton County, to avert a life threatening situation or other sufficiently serious risk.

(d) In the event that this agreement is terminated by Fulton County or Contractor, following the Fulton County’s determination that Contractor is not or has not been in substantial compliance with any provision of this agreement, Contractor agrees that Fulton County shall have the right to request repayment in full of all compensation paid to Contractor pursuant to Article III of this agreement. If Fulton County exercises its right under this subsection, Contractor agrees to and shall repay Fulton County all compensation paid to Contractor pursuant to Article III of this Agreement.

(e) In the event that this agreement is terminated by Fulton County or Contractor, following the Fulton County’s determination that Contractor is not or has not been in substantial compliance with any

provision of this agreement, Contractor agrees that Fulton County shall have the right to terminate this Agreement between Fulton County and Contractor without penalty. Contractor acknowledges and agrees that Fulton County's right to terminate includes, but is not limited to, the right to withhold any and all future compensation due to Contractor pursuant to the terms of any and all other agreements between Fulton County and Contractor.

(f) In the event that this Agreement is terminated by Fulton County or Contractor, following Fulton County's determination that Contractor is not or has not been in substantial compliance with any provision of this Agreement, Contractor agrees that it shall not be eligible to either enter or to apply to enter into future contracts with Fulton County until it has addressed any and all areas of deficiency or non-compliance to Fulton County's satisfaction.

ARTICLE VII - INDEPENDENT CONTRACTOR STATUS

(a) Nothing contained herein shall be deemed to create any relationship other than that of an independent contractor between Fulton County and Contractor. Under no circumstances shall Contractor, its directors, officers, employees, agents, successors or assigns be deemed employees, agents, partners, successors, assigns or legal representatives of Fulton County.

(b) Contractor acknowledges that **Atlanta Technical College Foundation, Inc.**, its directors, officers, employees, agents and assigns shall have no right of redress pursuant to the Personnel Rules and Regulations of Fulton County.

(c) The Contractor 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 Contractor 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 Contractor shall maintain records pertaining to such taxes as well as payment thereof and shall make the same available to Fulton County at all reasonable times for inspection and copying. The Contractor shall apply for any and all tax exemptions which may be applicable

and shall timely request from Fulton County such documents and information as may be necessary to obtain such tax exemptions. Fulton County shall have no liability to the Contractor for payment of any tax from which it is exempt.

ARTICLE VIII - INSURANCE

Contractor agrees to obtain, maintain and furnish to Fulton County, a Certificate of Insurance (COI) showing the required coverage during the entire term of this Agreement. All insurance limits are listed in the “Insurance and Risk Management Provisions” document, Attachment “A”, with Fulton County, Georgia added as an “Additional Insured”. 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 IX – AMENDMENTS AND MODIFICATIONS TO CONTRACT

(a) This Agreement constitutes the entire agreement between Fulton County and Contractor, and there are no further written or oral agreements with respect thereto, no variations, amendments or modifications of this Agreement, and no waiver of its provisions, shall be valid unless in writing and signed by Fulton County’s and Contractor’s duly authorized representatives and entered into on the minutes of the Fulton County Board of Commissioners meeting.

(b) Modifications or amendments which require a change in compensation level must be approved by the Fulton County Board of Commissioners and Contractor; other modifications, amendments or variations may be agreed to in writing, between the Contractor and the Contract Administrator when the amount of this Agreement and its Term remain unchanged.

ARTICLE X - SUBCONTRACTING

Contractor 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 Fulton County.

ARTICLE XI - ASSIGNABILITY

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

ARTICLE XII - SEVERABILITY OF TERMS

If any part or provision of this Agreement is held invalid the remainder of this Agreement shall not be affected thereby and shall continue in full and effect.

ARTICLE XIII – PRECEDENCE OF AGREEMENT

In the event that any language in the Department of Community Development’s Veterans Services Program RFP is in conflict with the language in this Agreement, this Agreement shall take precedence.

ARTICLE XIV - EQUAL EMPLOYMENT OPPORTUNITY

In accordance with Fulton County Code Sections 102-391 (Equal Opportunity Clause) and 154-3 (Policy of Equal Opportunity): (a): During the performance of this Agreement, the Contractor agrees as follows:

(1) The Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, national origin, or disability. As used herein, the words “shall not discriminate” shall mean and include without limitations the following:

Recruited, whether by advertising or other means; compensated, whether in the form of rates of pay, or other forms of compensation; selected for training, including apprenticeship; promoted; upgraded; demoted, downgraded; transferred; laid off; and terminated.

The Contractor agrees to and shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause.

(2) The Contractor shall in solicitation or advertisement for employees, placed by or on behalf of the Contractor; state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, sexual orientation, national origin, or disability.

(3) The Contractor shall send to each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or workers' representative of the Contractor's commitments under the Equal Opportunity Program of Fulton County and under this Article, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Contractor and its subcontractors, if any, shall file Compliance Reports at reasonable times and intervals with Fulton County in the form and to the extent prescribed by the director. Compliance Reports filed at such times as directed shall contain information as to the employment practices, policies, programs and statistics of the Contractor and its subcontractors.

(5) The Contractor shall include the provisions of paragraphs (1) through (5) of this equal employment opportunity clause and every subcontractor purchase order so that such provision shall be binding upon each subcontractor.

ARTICLE XV - CAPTIONS

The captions are inserted herein only as a matter of convenience and for reference and in no way define, limit, or describe the scope of this Agreement or the intent of the provisions thereof.

ARTICLE XVI - GOVERNING LAW

This Agreement shall be governed in all respects, as to validity, construction, capacity, and performance or otherwise, by the laws of the State of Georgia.

ARTICLE XVII - 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.

[SIGNATURES ON FOLLOWING PAGE]

Attachment A

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:

CONTRACTOR:

FULTON COUNTY, GEORGIA

The Salvation Army, A Georgia Corporation

VENDOR NAME

DocuSigned by:
Robert L. Pitts
BA715B1A26544E7
Robert L. Pitts, Chairman
Fulton County Board of Commissioners

DocuSigned by: Name of Signatory: **Philip Swyers**
Philip Swyers
Title of Signatory: **Asst Treasurer BOT**
1632883E1EBF42D...
Authorized Signature

Please select Attest OR Notary from the checkbox

Attest Notary

ATTEST:

ATTEST:

DocuSigned by:
Tonya R. Grier
EEC476C4837648D...
Tonya R. Grier
Clerk to the Commission

DocuSigned by: 2nd Signatory Name: **Leon R. Ferráez, Jr.**
Leon R. Ferráez, Jr.
2nd Signatory Title: **Legal Secretary**
76E285D1C6754D8...

Second Authorized Signature

(Affix County Seal)



(Affix Corporate Seal)



APPROVED AS TO FORM:

ATTEST:

DocuSigned by:
David Lowman
0EC92EDADEFB4B8...
Office of the County Attorney

Notary Public

APPROVED AS TO CONTENT:

County: _____

DocuSigned by:
Stanley Wilson
5E4D76DFB4A0450...
Stanley Wilson, Director
Fulton County Department of
Community Development

Commission Expires: _____

(Affix Notary Seal)

Please select RCS or RM from the checkbox

RCS RM

ITEM#: 203-0351	RCS: 5/17/2023	ITEM#: _____	RM: _____
RECESS MEETING		REGULAR MEETING	

STATE OF GEORGIA
DEPARTMENT OF ADMINISTRATIVE SERVICES
CERTIFICATE OF INSURANCE

Name and Address of Agency Department of Administrative Services Risk Management Services 200 Piedmont Avenue SE Suite 1208 West Tower Atlanta, Georgia 30334-9010	Coverages Afforded By:		
	Company Letter	A	State of Ga. Risk Management Services
Name and Address of Insured TCSG-Atlanta Technical College 1560 Metropolitan Parkway Atlanta, GA 30310	Company Letter	B	Great American Insurance Company
	Company Letter	C	
	Company Letter	D	
	Company Letter	E	

This certificate is given as a matter of information only and confers no rights upon the certificate holder. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policy(ies) described herein is subject to all the terms, exclusions and conditions of such policy(ies). This certificate does not amend, extend or otherwise alter the coverages afforded by the policy(ies) described herein.

COMPANY LETTER	TYPES OF INSURANCE	POLICY NUMBER	POLICY EXPIRES	LIMITS APPLY SEPARATELY PER POLICY
A	COV. LIABILITY (GL, MEDICAL MALPRACTICE) A TORT CLAIMS LIABILITY POLICY. State agency or Authority is insured When sued in state courts.	TCP 401-14-20	6/30/2023	BODILY INJURY & PROPERTY DAMAGE & PERSONAL INJURY COMBINED
A	B EMPLOYEE LIABILITY POLICY. Employee is insured when sued Individually. C STATE AUTHORITY POLICY. Coverage applies when Authority. is sued in federal court	CGL 401-14-20	6/30/2023	PER PERSON \$1,000,000 AGGREGATE \$3,000,000 OCCURRENCE POLICIES (X)
A	Contractual and/or Additional Insured Coverage applies to Certificate Holder if policy A ___ B ___ C ___ is checked			
	D COV. AUTOMOBILE LIABILITY COVERAGE Owned, rented, and non-owned automobiles when Agency or Authority is sued in state court or employee is sued in federal court	TCP 401-14-20	6/30/2023	C.S.L PER PERSON \$1,000,000 AGGREGATE \$3,000,000
	E Physical Damage Coverage			<input type="checkbox"/> Other than Coll. 500 Ded. <input type="checkbox"/> Coll. 500 Ded.
	F Excess Authority Coverage when Authority is sued in federal court G Excess Contractual and /or additional insured coverage when certificate holder is sued in federal or state court yes ___ no ___			LIMITS SHOWN INCLUDE THE LIMITS OF LIABILITY SHOWN UNDER COVERAGES C-D FOR AUTHORITIES ONLY SINGLE LIMIT LIABILITY:
A	H WORKER'S COMP. COVERAGE	SELF-INSURED	NONE	STATUTE
B	COV. MISC. COVERAGE I Property J Other Fidelity Bond	GVT 554-39-95-19	6/30/2023	\$50,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES

Contractual Liability is NOT provided and the Certificate Holder is NOT an additional insured. Coverage applies to state employees while performing state assigned duties.

CANCELLATION:

In the event of cancellation of the policy(ies) described herein, Risk Management Services will endeavor to provide 30 days written notice to the certificate holder, however Risk Management Services assumes no legal responsibility for failure to do so.

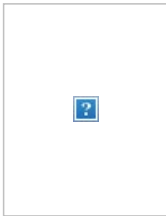
NAME AND ADDRESS OF CERTIFICATE HOLDER		DATE ISSUED: <u>06/15/2021</u>
TO WHOM IT MAY CONCERN		 AUTHORIZED REPRESENTATIVE

From: [COVIDcommunityresponse](#)
To: [Wise, Lance](#)
Subject: RECEIVED RE: PROCESS COMPLETED RE: 2019 My Brother's Keeper Fulton County (MBKFC) Contract via DocuSign - Atlanta Technical College Foundation, Inc.
Date: Thursday, June 23, 2022 12:19:34 PM
Attachments: [image001.png](#)
[image004.png](#)
[image005.jpg](#)
[image006.jpg](#)
[image007.png](#)
[image008.png](#)
[image009.png](#)
[image010.png](#)
[image011.png](#)
[image012.png](#)
[image013.jpg](#)
[image014.png](#)
[image015.jpg](#)
[image016.jpg](#)
[image017.png](#)

CAUTION:This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Received and noted. We will update the Fulton County Attorney's Office so that they may proceed with executing your agency's contract.

Thanks



Department of Community Development
covidcommunityresponse@fultoncountyga.gov
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From: Wise, Lance <lwise@atlantatech.edu>
Sent: Thursday, June 23, 2022 10:43 AM
To: COVIDcommunityresponse <COVIDcommunityresponse@fultoncountyga.gov>
Subject: FW: PROCESS COMPLETED RE: 2019 My Brother's Keeper Fulton County (MBKFC) Contract via DocuSign - Atlanta Technical College Foundation, Inc.

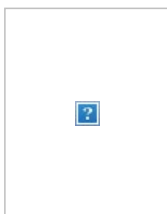
Good morning; see the email string below that delineates the process that Atlanta Tech and Fulton County agreed to address the insurance requirement under the MBKFC grant award. I also attached the email submitted that states as a state agency, ATC can not name a third party as an additional insured, a copy of the revised Fulton County contract document, and the insurance certificate. Here's an excerpt from the email string:

Hello Dr. Seals,

I have received clearance from our legal team that it is ok to proceed with the contract and issuance of funding based on bullet #1 stated in the e-mail (*MBKFC program operates under the ATC Adult Education program and, therefore, the MBKFC program activities are covered under the insurance policy my office provided*).

Once we receive the signed contract from your agency via DocuSign, we will move forward with execution and process payment.

Thanks



Carlos S. Thomas
Division Manager
Youth and Community Services Division | Department of Community Development
137 Peachtree Street, SW, Atlanta | Georgia 30303
404-612-0749 (office) | 404-612-1113 (efax)
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404-612-0749 (office) | 404-612-1113 (efax)
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From: Thomas, Carlos
Sent: Tuesday, December 03, 2019 1:37 PM
To: 'Wise, Lance'
Cc: 'Sewell, Melanie'; 'McDaniel, Stephen'; 'Varner, Diann'; Williams, Cherie; 'Seals, Victoria'
Subject: Update RE: Approval to Proceed12/3/19: RE: FINAL REMINDER 11/27/19 FW: REVISED - 2019 My Brother's Keeper Fulton County (MBKFC) Contract via DocuSign - Atlanta Technical College Foundation, Inc.

Hello Mr. Wise,

1. The MBKFC Contract is currently in queue for **Diann Varner, Executive Admin to the President**, dvarner@atlantatech.edu to upload the agency seal OR notary stamp.
 - The Secondary contact must review the 2019 MBKFC contract and sign the designated section labeled **“Secretary/Assistant Secretary”**.
 - All contracts should be executed under the company’s/entity’s corporate seal; if your agency does not utilize a corporate seal, then the contract must be notarized.
 - The secondary contact must affix the agency’s corporate seal **OR** notary stamp by uploading a jpeg photo of it to the applicable section of the contract.
 - **NOTE:** If the Secondary contact needs to assign the contract to another person for the Authorized Signature, select “Other Actions” and select “Assign to Someone Else”. A new box will open and allow you to enter the name and e-mail of the new signer. Selecting the Assign to Someone Else button will send a notification to the person to whom you assigned this envelope. The original sender (Carlos S. Thomas) will also receive a notification. You will be added as a Carbon Copy (CC) recipient.



Carlos S. Thomas
Division Manager
Youth and Community Services Division | Department of Community Development
137 Peachtree Street, SW, Atlanta | Georgia 30303
404-612-0749 (office) | 404-612-1113 (efax)
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From: Thomas, Carlos
Sent: Tuesday, December 03, 2019 11:23 AM
To: 'Seals, Victoria'; 'Wise, Lance'
Cc: 'Sewell, Melanie'; 'McDaniel, Stephen'; 'Varner, Diann'; Williams, Cherie
Subject: Approval to Proceed12/3/19: RE: FINAL REMINDER 11/27/19 FW: REVISED - 2019 My Brother's Keeper Fulton County (MBKFC) Contract via DocuSign - Atlanta Technical College Foundation, Inc.
Importance: High

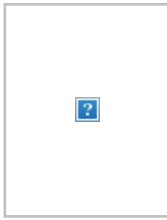
Hello Dr. Seals,

I have received clearance from our legal team that it is ok to proceed with the contract and issuance of funding based on bullet #1 stated in the e-mail (*MBKFC program operates under the ATC Adult Education program and, therefore the MBKFC program activities are covered under the insurance policy my office provided*).

Once we receive the signed contract from your agency via DocuSign we will move forward with execution and process payment.

Thanks

Carlos S. Thomas
Division Manager
Youth and Community Services Division | Department of Community Development



137 Peachtree Street, SW, Atlanta | Georgia 30303
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From: Thomas, Carlos
Sent: Monday, December 02, 2019 4:40 PM
To: 'Seals, Victoria'; Wise, Lance
Cc: Sewell, Melanie; McDaniel, Stephen; Varner, Diann; Williams, Cherie
Subject: RE: FINAL REMINDER 11/27/19 FW: REVISED - 2019 My Brother's Keeper Fulton County (MBKFC) Contract via DocuSign - Atlanta Technical College Foundation, Inc.

Hello Dr. Seals,

I am currently in communication with the our legal team and hope to be able to provide a response by close of business.

Thanks



Carlos S. Thomas
Division Manager
Youth and Community Services Division | Department of Community Development
137 Peachtree Street, SW, Atlanta | Georgia 30303
404-612-0749 (office) | 404-612-1113 (efax)
Connect with Fulton County:
[Website](#) | [Facebook](#) | [Twitter](#) | [Instagram](#) | [EGTV](#) | [#OneFultonE-News](#)

From: Seals, Victoria [<mailto:vseals@atlantatech.edu>]
Sent: Monday, December 02, 2019 4:11 PM
To: Thomas, Carlos; Wise, Lance
Cc: Sewell, Melanie; McDaniel, Stephen; Varner, Diann; Williams, Cherie
Subject: RE: FINAL REMINDER 11/27/19 FW: REVISED - 2019 My Brother's Keeper Fulton County (MBKFC) Contract via DocuSign - Atlanta Technical College Foundation, Inc.

Hello Mr. Thomas,

Are you available for a call? I think a conversation might limit more back and forth and allow us to close out this item. Please let me know.

Thanks,
Victoria

Dr. Victoria Seals
President
Atlanta Technical College

From: Thomas, Carlos <Carlos.Thomas@fultoncountyga.gov>
Sent: Monday, December 2, 2019 3:57 PM
To: Wise, Lance <wise@atlantatech.edu>; Seals, Victoria <vseals@atlantatech.edu>
Cc: Sewell, Melanie <msewell@atlantatech.edu>; McDaniel, Stephen <smcdaniel@atlantatech.edu>; Varner, Diann <dvarner@atlantatech.edu>; Williams, Cherie <Cherie.Williams@fultoncountyga.gov>
Subject: RE: FINAL REMINDER 11/27/19 FW: REVISED - 2019 My Brother's Keeper Fulton County (MBKFC) Contract via DocuSign - Atlanta Technical College Foundation, Inc.

CAUTION:This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello Mr. Wise,

I am in receipt of your e-mail and voicemail and will need to consult with our Legal Team regarding bullet #1 stated in your e-mail (“ATCF is not insured under ATC’s state’s policy”) The statement is different from what was shared in your e-mail on 11/15/19 (“Greetings, Mr. Thomas, right, the Foundation’s insurance policy and the College’s insurance policy are the same. The Foundation does operate programs. The Foundation serves to support the College.”).

I will provide an update upon receipt.

Thanks



Carlos S. Thomas

Division Manager
Youth and Community Services Division | Department of Community Development
137 Peachtree Street, SW, Atlanta | Georgia 30303
404-612-0749 (office) | 404-612-1113 (efax)
Connect with Fulton County:
[Website](#) | [Facebook](#) | [Twitter](#) | [Instagram](#) | [EGTV](#) | [#OneFulton E-News](#)

From: Wise, Lance [<mailto:lwise@atlantatech.edu>]
Sent: Monday, December 02, 2019 2:20 PM
To: Thomas, Carlos; Seals, Victoria
Cc: Sewell, Melanie; McDaniel, Stephen; Varner, Diann; Williams, Cherie; Henderson, Atif; Edwards, Doris
Subject: RE: FINAL REMINDER 11/27/19 FW: REVISED - 2019 My Brother’s Keeper Fulton County (MBKFC) Contract via DocuSign - Atlanta Technical College Foundation, Inc.

Hello Mr. Thomas, while the revised agreement includes the requested revisions, your email sent on the 22nd references ATCF. Please note the following and respond with your concurrence:

- ATCF is not insured under ATC’s state’s policy
- ATCF carries directors’ insurance only
- ATCF does not operate programs directly; one of their function is to serve as a conduit for ATC to access 501 c3 funding opportunities
- MBKFC program operates under the ATC Adult Education program and, therefore the MBKFC program activities are covered under the insurance policy my office provided
- Once you acknowledge the content of my email, Dr. Seals will execute the agreement

Let us know if you have any questions. We understand the deadline is today, so your immediate response would be appreciated.

Thanks.

Lance L. Wise
Director, Grant Projects
404.225.4082



1560 Metropolitan Parkway, SW
Atlanta, Georgia 30310



lwise@atlantatech.edu
atlantatech.edu

From: Thomas, Carlos <Carlos.Thomas@fultoncountyga.gov>
Sent: Wednesday, November 27, 2019 9:59 PM
To: Wise, Lance <lwise@atlantatech.edu>; Seals, Victoria <vseals@atlantatech.edu>

#23RFP021323C-MH
2023 Veterans Services Program

Purchasing Forms & Instructions

FORM F: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT AND AGREEMENT

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 provided.

#23RFP021323C-MH
2023 Veterans Services Program

Purchasing Forms & Instructions

STATE OF GEORGIA

COUNTY OF FULTON

FORM F: 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] ATLANTA TECHNICAL COLLEGE 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.

46294

EEV/Basic Pilot Program* User Identification Number

Victoria Seals

BY: Authorized Officer of Agent
(Insert Contractor Name)

PRESIDENT, ATLANTA TECHNICAL COLLEGE
Title of Authorized Officer or Agent of Contractor

VICTORIA SEALS

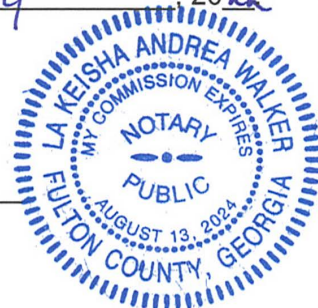
Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this 13th day of May, 2022

Notary Public: LaKeisha Andrea Walker

County: Fulton

Commission Expires: August 13, 2024



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.

²*[Any 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].