



**FULTON
COUNTY**

**CONTRACT DOCUMENTS FOR
SWC99999-SPD0000136-0003
2020 TEMPORARY STAFFING SERVICES**

For

DEPARTMENT OF SENIOR SERVICES

Contract Agreement

This Agreement for Temporary Staffing Services for Department of Senior Services is made and entered into by and between Fulton County, Georgia, a political subdivision of the State of Georgia, hereinafter referred to as "County" or "Owner" and Happy Faces Personnel Group, Inc., hereinafter referred to as "HAPPY FACES" or "Contractor."

Contract Documents

County and HAPPY FACES agree that the Agreement consists of the following contract documents:

- I. Form of this Contract Agreement
- II. Terms and Conditions of Georgia Department of Administrative Services (Statewide Contract Number SWC99999-SPD0000136-0003)
- III. Attachment A, Scope of Services and Compensation
- IV. Attachment B, Service Level Agreement substituting Fulton County or ("County") for "State" or "DOAS".

This Agreement was approved by the Fulton County Board of Commissioners on November 20, 2019 BOC Item # 19-0965.

Indemnification

HAPPY FACES shall, to the fullest extent permit by law, indemnify the County and protect defend, indemnify and hold harmless the County, its officers, officials, employees and volunteers from and against all claims, actions, liabilities, losses (including economic losses), or costs arising out of any actual or alleged:

- a) Bodily injury, sickness, disease, or death; or injury to or destruction of tangible property including the loss of use resulting therefrom; or any other damage or loss or claims arising out of or resulting in whole or part from any actual or alleged act or omission of the Contractor, subcontractor, anyone directly or indirectly employed by any firm or subcontractor; or anyone for whose acts any of them may be liable in the performance of the Contract Services;
- b) Violation of any law, statute, ordinance, governmental administrative order, rule, regulation, or infringements of patent rights or other intellectual property rights by the Contractor in the performance of Contract services; or
- c) Liens, claims or actions made by the Contractor or other party performing the Contract Services, as approved by the County. The indemnification

obligations herein shall not be limited by any limitation on the amount, type of damages, compensation, or benefits payable by or for the Contractor, or its subcontractor(s), as approved by the County, under workers' compensation acts, disability benefits acts, other employee benefit actor, or any statutory bar or insurance. The agreement to hold the County, its officer's, agents, and employees harmless shall not be limited to the limits of liability insurance requirements specified in this agreement.

Insurance

HAPPY FACES agrees to obtain and maintain insurance coverage pursuant to and based upon the Terms and Conditions of the Georgia Department of Administrative Services Statewide Contract Number SWC99999-SPD0000136-0003. HAPPY FACES agrees to maintain insurance coverage during the entire term of this Agreement. 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.

Notices

Notices concerning the termination of this Agreement, notices of alleged or actual violations of the terms or conditions of this Agreement, and other notices of similar importance shall be made:

By HAPPY FACES to: Director
 Department of Senior Services
 137 Peachtree Street
 Atlanta, Georgia 30303
 Attn: Ladisa Onyiliogwu
 Email: ladisa.onyiliogwu@fultoncountyga.gov

With a copy to: Director
 Department of Purchasing & Contract Compliance
 130 Peachtree Street, S.W., Suite 1168
 Atlanta, Georgia 30303
 Attn: Felicia Strong-Whitaker
 Email: felicia.strong-whitaker@fultoncountyga.gov

And by the County to: Happy Faces Personnel Group, Inc.
 4333 Lynburn Drive
 Tucker, GA 30084
 Attn: Michael Hairston
 Email: mhairston@happyfaces.net

Scope of Services

The Contractor shall provide temporary staffing services for Department of Senior Services. The scope of services shall be in accordance with the Service Level Agreement attached herein as Attachment B and as follows:

A. Contractor shall provide the following positions to work 40 hours per week at the assigned location:

1) Social Services Coordinator I

Contractor shall provide the following positions to work up to 29 hours per week at the assigned location:

1) Cashier

2) Fitness Instructor

3) Art Instructor

4) Aquatics Instructor

5) Computer Instructor

6) Senior Center Supervisor

7) Senior Center Assistant

The following positions will be provided on a temporary basis to fill short-term absences during recruitment, on an as needed basis.

1) Administrative Specialist

2) Administrative Clerk

3) Licensed Practical Nurse

4) Certified Nursing Assistant

5) Life Guard

6) Cook

7) Custodian

B. Normal Hours of Work

Normal business hours are 8:30 AM to 5:00 PM, Monday through Friday and evening hours on Tuesdays and Thursdays from 5:00 PM to 8:00 PM. Exceptions to these hours (including holidays, Saturdays and Sundays) must have prior written approval of the Owner.

C. Observed Holidays

The County observes the following holidays (see Exhibit 1):

Non-permanent employees are not eligible for holiday pay effective January 1, 2020.

New Year's Day	Labor Day
Martin Luther King, Jr	Columbus Day
President's Day	Veteran's Day
Memorial Day	Thanksgiving
Independence Day (July 4 th)	Christmas
	New Year's Eve

D. Pay Period

The Contractor's pay periods shall coincide with the County's pay periods (See Exhibit 1).

E. Automated Time and Attendance System

The Contractor must utilize an automated time and attendance system in order to document employees' time and attendance.

F. Reporting Responsibility

The Contractor will report directly to the Director of the Department of Senior Services or his/her designated representative.

G. Work Locations:

Temporary Staff positions identified will report to the following work locations as directed by the County:

Dorothy C. Benson Senior Multipurpose Complex
6500 Vernon Woods Dr.
Sandy Springs, GA 30328

H.J.C. Bowden Senior Multipurpose Facility
2885 Church St.
East Point, GA 30344

Harriett G. Darnell Senior Multipurpose Facility
677 Fairburn Rd., NW
Atlanta, GA 30331

Helene S. Mills Senior Multipurpose Facility

515 John Wesley Dobbs Ave., SE
Atlanta, GA 30312

Fulton County Senior Services Department

137 Peachtree Street, SW
Atlanta, GA 30303

Bethlehem Neighborhood Senior Center at Birdine

215 Lakewood Way, SW
Atlanta, GA 30315

COMPENSATION

Services provided under Attachment A shall be compensated on an hourly rate basis established by the Statewide Contract for a total not to exceed amount of \$481,160.00 (Four Hundred Eighty-One Thousand, One Hundred Sixty Dollars and Zero Cents) as shown below.

Hourly Rates are calculated as follows:

Admin Staff recruited by Happy Faces: Hourly Salary + 30%

Admin Staff recruited by Fulton County: Hourly Salary + 26%

Professional Staff recruited by Happy Faces: Hourly Salary + 28%

Professional Staff recruited by Fulton County: Hourly Salary + 25%

Healthcare Staff recruited by Happy Faces: Hourly Salary + 30%

Healthcare Staff recruited by Fulton County: Hourly Salary + 25%

Light Industrial Staff recruited by Happy Faces: Hourly Salary + 31%

Light Industrial Staff recruited by Fulton County: Hourly Salary + 27%

The following positions will be provided to work up to 29 hours per week at the assigned work location. **Note:** Social Services Coordinators work 40 hours a week.

Job Descriptions	Category	# of Positions	Employee Hourly Rates	HF Hourly Rates	HF Hourly Rates on Referred Staff
Social Services Coordinator I	Admin	4	\$22.00	\$28.60	\$27.72
Cashier	Admin	3	\$11.42	\$14.85	\$14.39
Fitness Instructor	Professional	1	\$17.63	\$22.57	\$22.04
Art Instructor	Professional	6	\$17.63	\$22.57	\$22.04
Aquatics Instructor	Professional	2	\$17.63	\$22.57	\$22.04
Computer Instructor	Professional	3	\$17.63	\$22.57	\$22.04
Senior Center Supervisor	Admin	1	\$19.10	\$24.83	\$24.07
Senior Center Assistant	Admin	1	\$11.42	\$14.85	\$14.39

The following positions will be provided on a temporary basis to fill short-term absences or during recruitment, on an as needed basis.

Job Descriptions	Category	# of Positions	Employee Hourly Rates	HF Hourly Rates	HF Hourly Rates on Referred Staff
Administrative Specialist	Admin	As Needed	\$16.15	\$21.00	\$20.35
Administrative Clerk	Admin	As Needed	\$13.71	\$17.82	\$17.27
Licensed Practical Nurse	Healthcare	As Needed	\$20.77	\$27.00	\$25.96
Certified Nurse Assistant	Healthcare	As Needed	\$15.53	\$20.19	\$19.41
Lifeguard	Professional	As Needed	\$13.41	\$17.16	\$16.76
Cook	Light Industrial	As Needed	\$12.18	\$15.96	\$15.47
Custodian	Light Industrial	As Needed	\$11.42	\$14.96	\$14.50

Non-permanent employees are not eligible for holiday pay effective January 1, 2020.

INVOICING AND PAYMENT

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

Time of Payment: The County shall make payments to Consultant within ten (10) days after receipt of a proper invoice. Parties hereto expressly agree that the above contract term shall supersede the rates of interest, payment periods, and contract and subcontract terms provided for under the Georgia Prompt Pay Act, O.C.G.A. 13-11-1 et seq., pursuant to 13-11-7(b), and the rates of interest, payment periods, and contract and subcontract terms provided for under the Prompt Pay Act shall have no application to this Agreement; parties further agree that the County shall not be liable for any interest or penalty arising from late payments.

Submittal of Invoices: Invoices shall be submitted as follows:

Via Mail:

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

OR

Via Email:

Email: Accounts.Payable@fultoncountyga.gov

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

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

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

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

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

EXHIBIT 1
FULTON COUNTY PAY AND HOLIDAY
SCHEDULE

FULTON COUNTY 2020 PAY AND HOLIDAY CALENDAR

■ PAY DAY
 ■ HOLIDAY
 ● PAY PERIOD ENDING

January						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

February						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29

March						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

April						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

May						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

June						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

July						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

August						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

September						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

October						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

November						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

December						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		



New Year's Day
Wednesday
January 1



MLK Jr. Day
Monday
January 20



President's Day
Monday
February 17



Memorial Day
Monday
May 25



Independence Day
Friday
July 3



Labor Day
Monday
September 7



Columbus Day
Monday
October 12



Veterans Day
Wednesday
November 11



Thanksgiving
Thursday & Friday
November 26 & 27



Christmas
Thursday & Friday
December 24 & 25



New Year's Eve
Thursday
December 31



FULTON COUNTY

EXHIBIT 2

CERTIFICATE OF INSURANCE

Please have the authorized representative of the insurance company issue a Certificate of Insurance and upload a copy of the Certificate of Insurance through DocuSign. Insurance must be written by a licensed agent in a company licensed to write insurance in the State of Georgia.

EXHIBIT 3

**GEORGIA SECURITY
AND
IMMIGRATION AFFIDAVITS**

STATE OF GEORGIA

COUNTY OF FULTON

FORM 1: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services¹ under a contract with **[insert name of prime contractor]** on behalf of **Fulton County Government** has registered with and is participating in a federal work authorization program*,² in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services to this contract with **Fulton County Government**, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the **Fulton County Government** at the time the subcontractor(s) is retained to perform such service.

EEV/Basic Pilot Program* User Identification Number

BY: Authorized Officer of Agent
(Insert Contractor Name)

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

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

Notary Public: _____

County: _____

Commission Expires: _____

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

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 2: 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: _____

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].

The parties to this service agreement agree to the above referenced conditions:

DocuSigned by:
FULTON COUNTY, GEORGIA

Robert L. Pitts

14E1B4AA5E6A44A...

Robert L. Pitts
Chairman
Fulton County Board of Commissioners

DocuSigned by:

Tonya R. Grier

EEC476C4837648D...

Tonya R. Grier (SEAL)
Clerk
Fulton County Board of Commissioners

DocuSigned by:



Approved as to Content:

DocuSigned by:

Ladisa Onyiliogwu

163AE4C82BAF41B...

Ladisa Onyiliogwu
Director, Department of Senior Services

Approved as to Form:

DocuSigned by:

Dennal Stewart

2277A2CEF73F4E4...

Office of the County Attorney

HAPPY FACES PERSONNEL GROUP, INC.

Michael Hairston

Submitted By)

DocuSigned by:

Michael Hairston

(Approved By) Authorized Representative

COO

(Title)

02/10/2020

Date: ___/___/___

ITEM#: 2019-0965 RCS: 11/20/2019 ITEM#: 0 RM: 0

RECESS MEETING

REGULAR MEETING

STATE OF GEORGIA
COUNTY OF FULTON

We do not use subcontractors
at this time *Michael Hunt*

FORM 2: 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 program⁴, in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

EEV/Basic Pilot Program* User Identification Number

BY: Authorized Officer of Agent
(Insert Subcontractor Name)

Title of Authorized Officer or Agent of Subcontractor

Printed Name of Authorized Officer or Agent

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

Notary Public: _____

County: _____

Commission Expires: _____

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

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 1: 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] HAPPY FACES PERSONNEL GROUP, 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.

170437
EEV/Basic Pilot Program* User Identification Number

Michael Hairston
BY (Authorized Officer of Agent
(Insert Contractor Name)

COO
Title of Authorized Officer or Agent of Contractor
Michael Hairston
Printed Name of Authorized Officer or Agent

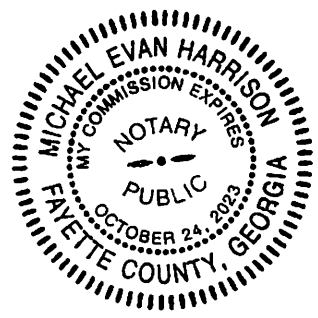
Sworn to and subscribed before me this 18th day of February, 2020.

Notary Public: Michael Evan Harrison

County: Fayette county

Commission Expires: October 24th, 2023

Michael Evan Harrison



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].

COMMENT HISTORY



**Contract Document 2020 TEMPORARY STAFFING SERVICES -
SWC99999-SPD0000136-0003**

Sender: Yasmeeen Jackson

Envelope Id: 1c2a77d6-76de-44f0-a97a-26b2a34510b2

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Date Sent: 2/4/2020 | 10:43:28 AM

Date Completed: 2/21/2020 | 8:12:45 AM

All Recipients

Derval Stewart -2/18/2020 | 12:03:13 PM

The E-Verify must be filled out. They can send what they sent to the State for the master state contract.