



**FULTON
COUNTY**

CONTRACT DOCUMENTS FOR

22RFP035A-CJC

Aging Services

For

Department of Senior Services

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CONTRACT AGREEMENT

Consultant: South Fulton Senior Services, Inc.

Contract No.: 22RFP035A-CJC, Aging Services

Address: 3680 College Park
City, State College Park, Georgia 30337

Telephone: (404) 559-0700

Email: crutherford@sfssi.org

Contact: Dianne Rutherford
Executive Director

This Agreement made and entered into effective the 1st day of January, 2023 by and between **FULTON COUNTY, GEORGIA**, a political subdivision of the State of Georgia, hereinafter referred to as "**County**", and **SOUTH FULTON SENIOR SERVICES, INC.**, hereinafter referred to as "**Consultant**", authorized to transact business in the State of Georgia.

WITNESSETH

WHEREAS, County through its Senior Services hereinafter referred to as the "**Department**", desires to retain a qualified and experienced Consultant to provide Case Management, Senior Services Management and Volunteer in the three geographic service areas: South Fulton, Central Fulton, and North Fulton hereinafter, referred to as the "**Project**".

WHEREAS, Consultant has represented to County that it is experienced and has qualified and local staff available to commit to the Project and County has relied upon such representations.

NOW THEREFORE, for and in consideration of the mutual covenants contained herein, and for other good and valuable consideration, County and Consultant agree as follows:

ARTICLE 1. CONTRACT DOCUMENTS

County hereby engages Consultant, and Consultant hereby agrees, to perform the services hereinafter set forth in accordance with this Agreement, consisting of the following contract documents:

- I. Form of Agreement;

- II. Addenda;
- III. Exhibit A: General Conditions;
- IV. Exhibit B: Special Conditions [where applicable];
- V. Exhibit C: Scope of Work
- VI. Exhibit D: Project Deliverables;
- VII. Exhibit E: Compensation;
- VIII. Exhibit F: Purchasing Forms
- IX. Exhibit G: Office of Contract Compliance Forms;
- X. Exhibit H: Insurance and Risk Management Forms

The foregoing documents constitute the entire Agreement of the parties pertaining to the Project hereof and is intended as a complete and exclusive statement of promises, representations, discussions and agreements oral or otherwise that have been made in connection therewith. No modifications or amendment to this Agreement shall be binding upon the parties unless the same is in writing, conforms to Fulton County Purchasing Code §102-420 governing change orders, is signed by the County's and the Consultant's duly authorized representatives, and entered upon the meeting minutes of the Fulton County Board of Commissioners.

If any portion of the Contract Documents shall be in conflict with any other portion, the various documents comprising the Contract Documents shall govern in the following order of precedence: 1) the Agreement, 2) the RFP, 3) any Addenda, 4) change orders, 5) the exhibits, and 6) portions of Consultant's proposal that was accepted by the County and made a part of the Contract Documents.

The Agreement was approved by the Fulton County Board of Commissioners on December 21, 2022, Item# 22-0988.

ARTICLE 2. SEVERABILITY

If any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement, which shall remain in full force and effect, and enforceable in accordance with its terms.

ARTICLE 3. DESCRIPTION OF PROJECT

County and Consultant agree the Project is to perform Aging Services. All exhibits referenced in this agreement are incorporated by reference and constitute an integral part of this Agreement as if they were contained herein.

ARTICLE 4. SCOPE OF WORK

Unless modified in writing by both parties in the manner specified in the agreement, duties of Consultant shall not be construed to exceed those services

specifically set forth herein. Consultant agrees to provide all services, products, and data and to perform all tasks described in Exhibit C, Scope of Work.

ARTICLE 5. **DELIVERABLES**

Consultant shall deliver to County all reports prepared under the terms of this Agreement that are specified in Exhibit D, Project Deliverables. Consultant shall provide to County all deliverables specified in Exhibit D, Project Deliverables. Deliverables shall be furnished to County by Consultant in a media of form that is acceptable and usable by County at no additional cost at the end of the project.

ARTICLE 6. **SERVICES PROVIDED BY COUNTY**

Consultant shall gather from County all available non-privileged data and information pertinent to the performance of the services for the Project. Certain services as described in Exhibit C, Scope of Work, if required, will be performed and furnished by County in a timely manner so as not to unduly delay Consultant in the performance of said obligations. County shall have the final decision as to what data and information is pertinent.

County will appoint in writing a County authorized representative with respect to work to be performed under this Agreement until County gives written notice of the appointment of a successor. The County's authorized representative shall have complete authority to transmit instructions, receive information, and define County's policies, consistent with County rules and regulations. Consultant may rely upon written consents and approvals signed by the County's authorized representative that are consistent with County rules and regulations.

ARTICLE 7. **MODIFICATIONS**

If during the course of performing the Project, County and Consultant agree that it is necessary to make changes in the Project as described herein and referenced exhibits, such changes will be incorporated by written amendments in the form of Change Orders to this Agreement. Any such Change Order and/or supplemental agreement shall not become effective or binding unless approved by the Board of Commissioners and entered on the minutes. Such modifications shall conform to the requirements of Fulton County Purchasing Code §102-420 which is incorporated by reference herein.

ARTICLE 8. **SCHEDULE OF WORK**

Consultant shall not proceed to furnish such services and County shall not become obligated to pay for same until a written authorization to proceed (Notice to Proceed) has been sent to Consultant from County. The Consultant shall begin work under this Agreement no later than five (5) days after the effective date of notice to proceed.

ARTICLE 9. CONTRACT TERM

The period of this Agreement shall consist of a series of Terms as defined below. The County is obligated only to pay such compensation under this Agreement as may lawfully be made from funds budgeted and appropriated for that purpose during the County's then current fiscal year.

a. Commencement Term

The "Commencement Term" of this Agreement shall begin on the 1st day of January 2023, the starting date, and shall end absolutely and without further obligation on the part of the county on the 31st day of December 2023. The Commencement Term shall be subject to events of termination and the County's termination rights that are described elsewhere in this Agreement. Notwithstanding anything contained in this Agreement, the County's obligation to make payments provided under this Agreement shall be subject to the County's annual appropriations of funds for the goods, services, materials, property and/or supplies procured under this Agreement by the County's governing body and such obligation shall not constitute a pledge of the County's full faith and credit within the meaning of any constitutional debt limitation.

b. Renewal Terms

Unless the terms of this Agreement are fulfilled with no further obligation of the part of either party on or before the final date of the Commencement Term as stated above, or unless an event of termination as defined within this Agreement occurs during the Commencement Term, this Agreement may be renewed at the written option of the County upon the approval of the County Board of Commissioners for four (4) one-year ("Renewal Terms"). However, no Renewal Term of this Agreement shall be authorized nor shall any Renewal Term of this Agreement commence unless and until each Renewal Term has first been approved in writing by the County Board of Commissioners for the calendar year of such Renewal Term. If approved by the County Board of Commissioners, the First Renewal Term shall begin on the 1st day of January, 2024 and shall end no later than the 31st day of December, 2024. If approved by the County Board of Commissioners, the Second Renewal Term shall begin on the 1st day of January, 2025 and shall end no later than the 31st day of December, 2025. If approved by the County Board of Commissioners, the Third Renewal Term shall begin on the 1st day of January, 2026 and shall end no later than the 31st day of December, 2026. If approved by the County Board of Commissioners, the Fourth Renewal Term shall begin on the 1st day of January, 2027 and shall end no later than the 31st day of December, 2027.

If the County chooses not to exercise any Renewal Term as provided in this Section, then the Term of this Agreement then in effect shall also be

deemed the “Ending Term” with no further obligation on the party of either party.

c. Term Subject to Events of Termination

All “Terms” as defined within this Section are subject to the section of this Agreement which pertain to events of termination and the County’s rights upon termination.

d. Same Terms

Unless mutually agreed upon in writing by the parties, or otherwise indicated herein, all provisions and conditions of any Renewal Term shall be exactly the same as those contained within in this Agreement.

e. Statutory Compliance Regarding Purchase Contracts.

The parties intend that this Agreement shall, and this Agreement shall operate in conformity with and not in contravention of the requirements of O.C.G.A. § 36-60-13, as applicable, and in the event that this Agreement would conflict therewith, then this Agreement shall be interpreted and implemented in a manner consistent with such statute.

ARTICLE 10. COMPENSATION

Compensation for work performed by Consultant on Project shall be in accordance with the payment provisions and compensation schedule, attached as Exhibit E, Compensation.

The total contract amount for the Project shall not exceed \$1,469,171.63 (One Million Four Hundred Sixty Nine Thousand One Hundred Seventy One Dollars and Sixty Three Cents) which is full payment for a complete scope of work.

ARTICLE 11. PERSONNEL AND EQUIPMENT

Consultant shall designate in writing a person(s) to serve as its authorized representative(s) who shall have sole authority to represent Consultant on all manners pertaining to this contract.

Consultant represents that it has secured or will secure, at its’ own expense, all equipment and personnel necessary to complete this Agreement, none of whom shall be employees of or have any contractual relationship with County. All of the services required hereunder will be performed by Consultant under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under law to perform such services.

Written notification shall be immediately provided to County upon change or severance of any of the authorized representative(s), listed key personnel or sub-consultant performing services on this Project by Consultant. No changes or substitutions shall be permitted in Consultant's key personnel or sub-consultant as set forth herein without the prior written approval of the County. Requests for changes in key personnel or sub-consultants will not be unreasonably withheld by County.

ARTICLE 12. SUSPENSION OF WORK

Suspension Notice: The County may by written notice to the Consultant, suspend at any time the performance of all or any portion of the services to be performed under this Agreement. Upon receipt of a suspension notice, the Consultant must, unless the notice requires otherwise:

- 1) Immediately discontinue suspended services on the date and to the extent specified in the notice;
- 2) Place no further orders or subcontracts for material, services or facilities with respect to suspended services, other than to the extent required in the notice; and
- 3) Take any other reasonable steps to minimize costs associated with the suspension.

Notice to Resume: Upon receipt of notice to resume suspended services, the Consultant will immediately resume performance under this Agreement as required in the notice.

ARTICLE 13. DISPUTES

Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the County. The representative shall reduce the decision to writing and mail or otherwise furnish a copy thereof to the Consultant. The Consultant shall have 30 days from date the decision is sent to appeal the decision to the County Manager or his designee by mailing or otherwise furnishing to the County Manager or designee, copy of the written appeal. The decision of the County Manager or his designee for the determination of such appeal shall be final and conclusive. Pending any final decision of a dispute hereunder, Consultant shall proceed diligently with performance of the Agreement and in accordance with the decision of the County's designated representative.

ARTICLE 14. TERMINATION OF AGREEMENT FOR CAUSE

- (1) Either County or Consultant may terminate work under this Agreement in the event the other party fails to perform in accordance with the provisions of the Agreement. Any party seeking to terminate this Agreement is required to give thirty (30) days prior written notice to the other party.

- (2) Notice of termination shall be delivered by certified mail with receipt for delivery returned to the sender.
- (3) **TIME IS OF THE ESSENCE** and if the Consultant refuses or fails to perform the work as specified in Exhibit C, Scope of Work and maintain the scheduled level of effort as proposed, or any separable part thereof, with such diligence as will insure completion of the work within the specified time period, or any extension or tolling there of, or fails to complete said work within such time. The County may exercise any remedy available under law or this Agreement. Failure to maintain the scheduled level of effort as proposed or deviation from the aforesaid proposal without prior approval of County shall constitute cause for termination
- (4) The County may, by written notice to Consultant, terminate Consultant's right to proceed with the Project or such part of the Project as to which there has been delay. In such event, the County may take over the work and perform the same to completion, by contract or otherwise, and Consultant shall be required to provide all copies of finished or unfinished documents prepared by Consultant under this Agreement to the County as stated in Exhibit D, "Project Deliverables".
- (5) Consultant shall be entitled to receive compensation for any satisfactory work completed on such documents as reasonably determined by the County.
- (6) Whether or not the Consultant's right to proceed with the work has been terminated, the Consultant shall be liable for any damage to the County resulting from the Consultant's refusal or failure to complete the work within the specified time period, and said damages shall include, but not be limited to, any additional costs associated with the County obtaining the services of another Consultant to complete the project.

ARTICLE 15. TERMINATION FOR CONVENIENCE OF COUNTY

Notwithstanding any other provisions, the County may terminate this Agreement for its convenience at any time by a written notice to Consultant. If the Agreement is terminated for convenience by the County, as provided in this article, Consultant will be paid compensation for those services actually performed. Partially completed tasks will be compensated for based on a signed statement of completion to be submitted by Consultant which shall itemize each task element and briefly state what work has been completed and what work remains to be done.

If, after termination, it is determined that the Consultant was not in default, or that the default was excusable, the rights and obligations of the parties shall be the

same as if the termination had been issued for the convenience of the government.

ARTICLE 16. WAIVER OF BREACH

The waiver by either party of a breach or violation of any provision of this Agreement, shall not operate or be construed to be, a waiver of any subsequent breach or violation of the same or other provision thereof.

ARTICLE 17. INDEPENDENT CONSULTANT

Consultant shall perform the services under this Agreement as an independent Consultant and nothing contained herein shall be construed to be inconsistent with such relationship or status. Nothing in this Agreement shall be interpreted or construed to constitute Consultant or any of its agents or employees to be the agent, employee or representative of County.

ARTICLE 18. PROFESSIONAL RESPONSIBILITY

Consultant represents that it has, or will secure at its own expenses, all personnel appropriate to perform all work to be completed under this Agreement;

All the services required hereunder will be performed by Consultant or under the direct supervision of Consultant. All personnel engaged in the Project by Consultant shall be fully qualified and shall be authorized or permitted under applicable State and local law to perform such services.

None of the work or services covered by this Agreement shall be transferred, assigned, or subcontracted by Consultant without the prior written consent of the County.

ARTICLE 19. COOPERATION WITH OTHER CONSULTANTS

Consultant will undertake the Project in cooperation with and in coordination with other studies, projects or related work performed for, with or by County's employees, appointed committee(s) or other Consultants. Consultant shall fully cooperate with such other related Consultants and County employees or appointed committees. Consultant shall provide within his schedule of work, time and effort to coordinate with other Consultants under contract with County. Consultant shall not commit or permit any act, which will interfere with the performance of work by any other consultant or by County employees. Consultant shall not be liable or responsible for the delays of third parties not under its control nor affiliated with the Consultant in any manner.

ARTICLE 20. ACCURACY OF WORK

Consultant shall be responsible for the accuracy of his work and shall promptly correct its errors and omissions without additional compensation. Acceptance of

the work by the County will not relieve Consultant of the responsibility of subsequent corrections of any errors and the clarification of any ambiguities. Consultant shall prepare any plans, report, fieldwork, or data required by County to correct its errors or omissions. The above consultation, clarification or correction shall be made without added compensation to Consultant. Consultant shall give immediate attention to these changes so there will be a minimum of delay to others.

ARTICLE 21. REVIEW OF WORK

Authorized representatives of County may at all reasonable times review and inspect Project activities and data collected under this Agreement and amendments thereto. All reports, drawings, studies, specifications, estimates, maps and computations prepared by or for Consultant, shall be available to authorized representatives of County for inspection and review at all reasonable times in the main office of County. Acceptance shall not relieve Consultant of its professional obligation to correct, at its expense, any of its errors in work. County may request at any time and Consultant shall produce progress prints or copies of any work as performed under this Agreement. Refusal by Consultant to submit progress reports and/or plans shall be cause for County, without any liability thereof, to withhold payment to consultant until Consultant complies with County's request in this regard. County's review recommendations shall be incorporated into the plans by Consultant.

ARTICLE 22. INDEMNIFICATION

22.1 Professional Services Indemnification. With respect to liability, damages, costs, expenses (including reasonable attorney's fees and expenses incurred by any of them), claims, suits and judgments that arise or are alleged to arise out of the Consultant/Contractor's acts, errors, or omissions in the performance of professional services, the Consultant/Contractor shall indemnify, release, and hold harmless Fulton County, its Commissioners and their respective officers, members, employees and agents (each, hereinafter referred to as an "Indemnified Person"), from and against liability, damages, costs, expenses (including reasonable attorney's fees and expenses incurred by any of them), claims, suits and judgments only to the extent such liability is caused by the negligence of the Consultant/Contractor in the delivery of the Work under this Agreement, but such indemnity is limited to those liabilities caused by a Negligent Professional Act, as defined below. This indemnification survives the termination of this Agreement and shall also survive the dissolution or to the extent allowed by law, the bankruptcy of Consultant/Contractor.

For the purposes of the Professional Services Indemnity above, a "Negligent Professional Act" means a negligent act, error, or omission in the performance of Professional Services (or by any person or entity, including joint ventures, for whom Consultant/Contractor is liable) that causes liability and fails to meet the applicable professional standard of care, skill and ability under similar

conditions and like surrounding circumstances, as is ordinarily employed by others in their profession.

Consultant/Contractor obligation to indemnify and hold harmless, as set forth hereinabove, shall also include, but is not limited to, any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or other actual or alleged unfair competition disparagement of product or service, or other tort or any type whatsoever, or any actual or alleged violation of trade regulations.

Consultant/Contractor further agrees to indemnify and hold harmless Fulton County, its Commissioners, officers, employees, subcontractors, successors, assigns and agents from and against any and all claims or liability for compensation under the Worker's Compensation Act, Disability Benefits Act, or any other employee benefits act arising out of injuries sustained by any employees of Consultant/Contractor. These indemnities shall not be limited by reason of the listing of any insurance coverage.

22.2 Notice of Claim. If an Indemnified Person receives written notice of any claim or circumstance which could give rise to indemnified losses, the receiving party shall promptly give written notice to Consultant/Contractor, and shall use best efforts to deliver such written notice within ten (10) Business Days. The notice must include a copy of such written notice of claim, or, if the Indemnified Person did not receive a written notice of claim, a description of the indemnification event in reasonable detail and the basis on which indemnification may be due. Such notice will not stop or prevent an Indemnified Person from later asserting a different basis for indemnification. If an Indemnified Person does not provide this notice within the ten (10) Business Day period, it does not waive any right to indemnification except to the extent that Consultant/Contractor is prejudiced, suffers loss, or incurs additional expense solely because of the delay.

22.3 Defense. Consultant/Contractor, at Consultant/Contractor's own expense, shall defend each such action, suit, or proceeding or cause the same to be resisted and defended by counsel designated by the Indemnified Person and reasonably approved by Consultant/Contractor (provided that in all instances the County Attorney of Fulton County Georgia shall be acceptable, and, for the avoidance of doubt, is the only counsel authorized to represent the County). If any such action, suit or proceedings should result in final judgment against the Indemnified Person, Consultant/Contractor shall promptly satisfy and discharge such judgment or cause such judgment to be promptly satisfied and discharged. Within ten (10) Business Days after receiving written notice of the indemnification request, Consultant/Contractor shall acknowledge in writing delivered to the Indemnified Person (with a copy to the County Attorney) that Consultant/Contractor is defending the claim as required hereunder.

22.4 Separate Counsel.

22.4.1 Mandatory Separate Counsel. In the event that there is any potential conflict of interest that could reasonably arise in the representation of any Indemnified Person and Consultant/Contractor in the defense of any action, suit or proceeding pursuant to Section 22.3 above or in the event that state or local law requires the use of specific counsel, (i) such Indemnified Person may elect in its sole and absolute discretion whether to waive such conflict of interest, and (ii) unless such Indemnified Person (and, as applicable, Consultant/Contractor) elects to waive such conflict of interest, or in any event if required by state or local law, then the counsel designated by the Indemnified Person shall solely represent such Indemnified Person and, if applicable, Consultant/Contractor shall retain its own separate counsel, each at Consultant/Contractor's sole cost and expense.

22.4.2 Voluntary Separate Counsel. Notwithstanding Consultant/Contractor's obligation to defend, where applicable pursuant to Section 22.3, a claim, the Indemnified Person may retain separate counsel to participate in (but not control or impair) the defense and to participate in (but not control or impair) any settlement negotiations, provided that for so long as Consultant/Contractor has complied with all of Consultant/Contractor's obligations with respect to such claim, the cost of such separate counsel shall be at the sole cost and expense of such Indemnified Person (provided that if Consultant/Contractor has not complied with all of Consultant/Contractor's obligations with respect to such claim, Consultant/Contractor shall be obligated to pay the cost and expense of such separate counsel). Consultant/Contractor may settle the claim without the consent or agreement of the Indemnified Person, unless the settlement (i) would result in injunctive relief or other equitable remedies or otherwise require the Indemnified Person to comply with restrictions or limitations that adversely affect or materially impair the reputation and standing of the Indemnified Person, (ii) would require the Indemnified Person to pay amounts that Consultant/Contractor or its insurer does not fund in full, (iii) would not result in the Indemnified Person's full and complete release from all liability to the plaintiffs or claimants who are parties to or otherwise bound by the settlement, or (iv) directly involves the County (in which case the County of Fulton County, Georgia shall be the only counsel authorized to represent the County with respect to any such settlement).

22.5 Survival. The provisions of this Article will survive any expiration or earlier termination of this Agreement and any closing, settlement or other similar event which occurs under this Agreement.

ARTICLE 23. CONFIDENTIALITY

Consultant agrees that its conclusions and any reports are for the confidential information of County and that it will not disclose its conclusions in whole or in part to any persons whatsoever, other than to submit its written documentation to County, and will only discuss the same with it or its authorized representatives,

except as required under this Agreement to provide information to the public. Upon completion of this Agreement term, all documents, reports, maps, data and studies prepared by Consultant pursuant thereto and any equipment paid for by County as a result of this Agreement, shall become the property of the County and be delivered to the User Department's Representative.

Articles, papers, bulletins, reports, or other materials reporting the plans, progress, analyses, or results and findings of the work conducted under this Agreement shall not be presented publicly or published without prior approval in writing of County.

It is further agreed that if any information concerning the Project, its conduct results, or data gathered or processed should be released by Consultant without prior approval from County, the release of the same shall constitute grounds for termination of this Agreement without indemnity to Consultant, but should any such information be released by County or by Consultant with such prior written approval, the same shall be regarded as Public information and no longer subject to the restrictions of this Agreement.

ARTICLE 24. **OWNERSHIP OF INTELLECTUAL PROPERTY AND INFORMATION**

Consultant agrees that Fulton County is the sole owner of all information, data, and materials that are developed or prepared subject to this Agreement. Consultant or any sub-consultant is not allowed to use or sell any information subject to this contract for educational, publication, profit, research or any other purpose without the written and authorized consent of the County. All electronic files used in connection to this Agreement, which are by definition, any custom software files used in connection to this Agreement, (collectively, the "Software"), shall be turned over to the County for its use after termination hereof and Consultant shall have no interest of any kind in such electronic files. Any required licenses and fees for the Software or other required materials shall be purchased and/or paid for by Consultant and registered in the name of the County, if possible. The Software as defined hereunder, specifically excludes all software, documentation, information, and materials in which Consultant has pre-existing proprietary rights and/or has otherwise been licensed to Consultant prior to this Agreement, and any upgrades, updates, modifications or enhancements thereto. Consultant agrees to provide at no cost to County any upgrades to any software used in connection with this Agreement which may be subsequently developed or upgraded for a period of three (3) years from the date of completion of the work under the Agreement, except in the case of commercial Software licensed to the County. Any information developed for use in connection with this Agreement may be released as public domain information by the County at its sole discretion.

ARTICLE 25. **COVENANT AGAINST CONTINGENT FEES**

Consultant warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees maintained by Consultant for the purpose of securing business and that Consultant has not received any non-County fee related to this Agreement without the prior written consent of County. For breach or violation of this warranty, County shall have the right to annul this Agreement without liability or at its discretion to deduct from the Contract Price or consideration the full amount of such commission, percentage, brokerage or contingent fee.

ARTICLE 26. **INSURANCE**

Consultant agrees to obtain and maintain during the entire term of this Agreement, all of the insurance required as specified in the Agreement documents, Exhibit H, Insurance and Risk Management Forms, with the County as an additional insured and shall furnish the County a Certificate of Insurance showing the required coverage. 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 27. **PROHIBITED INTEREST**

Section 27.01 **Conflict of interest:**

Consultant agrees that it presently has no interest and shall acquire no interest direct or indirect that would conflict in any manner or degree with the performance of its service hereunder. Consultant further agrees that, in the performance of the Agreement, no person having any such interest shall be employed.

Section 27.02 **Interest of Public Officials:**

No member, officer or employee of County during his tenure shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE 28. **SUBCONTRACTING**

Consultant 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 County.

ARTICLE 29. **ASSIGNABILITY**

Consultant shall not assign or subcontract this Agreement or any portion thereof without the prior expressed written consent of County. Any attempted assignment

or subcontracting by Consultant without the prior expressed written consent of County shall at County's sole option terminate this Agreement without any notice to Consultant of such termination. Consultant binds itself, its successors, assigns, and legal representatives of such other party in respect to all covenants, agreements and obligations contained herein.

ARTICLE 30. ANTI-KICKBACK CLAUSE

Salaries of engineers, surveyors, draftsmen, clerical and technicians performing work under this Agreement shall be paid unconditionally and not less often than once a month without deduction or rebate on any account except only such payroll deductions as are mandatory by law. Consultant hereby promises to comply with all applicable "Anti-Kickback" Laws, and shall insert appropriate provisions in all subcontracts covering work under this Agreement.

ARTICLE 31. AUDITS AND INSPECTORS

At any time during normal business hours and as often as County may deem necessary, Consultant shall make available to County and/or representatives of the County for examination all of its records with respect to all matters covered by this Agreement.

It shall also permit County and/or representative of the County to audit, examine and make copies, excerpts or transcripts from such records of personnel, conditions of employment and other data relating to all matters covered by this Agreement. Consultant's records of personnel, conditions of employment, and financial statements (hereinafter "Information") constitute trade secrets and are considered confidential and proprietary by Consultant. To the extent County audits or examines such Information related to this Agreement, County shall not disclose or otherwise make available to third parties any such Information without Consultant's prior written consent unless required to do so by a court order. Nothing in this Agreement shall be construed as granting County any right to make copies, excerpts or transcripts of such information outside the area covered by this Agreement without the prior written consent of Consultant. Consultant shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred on the Project and used in support of its proposal and shall make such material available at all reasonable times during the period of the Agreement and for eight years from the date of final payment under the Agreement, for inspection by County or any reviewing agencies and copies thereof shall be furnished upon request and at no additional cost to County. Consultant agrees that the provisions of this Article shall be included in any Agreements it may make with any sub-consultant, assignee or transferee.

ARTICLE 32. ACCOUNTING SYSTEM

Consultant shall have an accounting system, which is established, and maintaining in accordance with generally accepted accounting principles.

Consultant must account for cost in a manner consistent with generally accepted accounting procedures, as approved by Fulton County.

ARTICLE 33. VERBAL AGREEMENT

No verbal agreement or conversation with any officer, agent or employee of County either before, during or after the execution of this Agreement, shall affect or modify any of the terms of obligations herein contained, nor shall such verbal agreement or conversation entitle Consultant to any additional payment whatsoever under the terms of this Agreement. All changes to this shall be in writing and the form of a change order in supplemental agreement, approved by the County, and entered on the Minutes of the Board of Commissioners.

ARTICLE 34. NOTICES

All notices shall be in writing and delivered in person or transmitted by certified mail, postage prepaid.

Notice to County, shall be addressed as follows:

Department of Senior Services
Deputy Director
137 Peachtree Street, SW
Atlanta, Georgia 30303
Telephone: (404) 398-8825
Email: kweli.henry@fultoncountyga.gov
Attention: Kweli Henry

With a copy to:

Department of Purchasing & Contract Compliance
Chief Purchasing Agent
130 Peachtree Street, S.W. Suite 1168
Atlanta, Georgia 30303
Telephone: (404) 612-5800
Email: felicia.strong-whitaker@fultoncountyga.gov
Attention: Felicia Strong-Whitaker

Notices to Consultant shall be addressed as follows:

South Fulton Senior Services, Inc.
3680 College Park
College Park, Georgia 30337
Telephone: (404) 559-0700
Email: crutherford@sfssi.org
Attention: Dianne Rutherford

ARTICLE 35. 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.

ARTICLE 36. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Agreement, Consultant agrees as follows:

Section 36.01 Consultant will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin;

Section 36.02 Consultant will, in all solicitations or advertisements for employees placed by, or on behalf of, Consultant state that all qualified applicants, will receive consideration for employment without regard to race, creed, color, sex or national origin;

Section 36.03 Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by the Agreement so that such provision will be binding upon each sub-consultant, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

ARTICLE 37. FORCE MAJEURE

Neither County nor Consultant shall be deemed in violation of this Agreement if either is prevented from performing its obligations hereunder for any reason beyond its control, including but not limited to acts of God, civil or military authority, act of public enemy, accidents, fires, explosions, earthquakes, floods or catastrophic failures of public transportation, provided however, that nothing herein shall relieve or be construed to relieve Consultant from performing its obligations hereunder in the event of riots, rebellions or legal strikes.

ARTICLE 38. OPEN RECORDS ACT

The Georgia Open Records Act, O.C.G.A. Section 50-18-70 et seq., applies to this Agreement. The Consultant acknowledges that any documents or

computerized data provided to the County by the Consultant may be subject to release to the public. The Consultant also acknowledges that documents and computerized data created or held by the Consultant in relation to the Agreement may be subject to release to the public, to include documents turned over to the County. The Consultant shall cooperate with and provide assistance to the County in rapidly responding to Open Records Act requests. The Consultant shall notify the County of any Open Records Act requests no later than 24 hours following receipt of any such requests by the Consultant. The Consultant shall promptly comply with the instructions or requests of the County in relation to responding to Open Records Act requests.

ARTICLE 39. CONSULTANT'S COMPLIANCE WITH ALL ASSURANCES OR PROMISES MADE IN RESPONSE TO PROCUREMENT

Where the procurement documents do not place a degree or level of service relating to the scope of work, M/FBE participation, or any other matter relating to the services being procured, should any Consultant submit a response to the County promising to provide a certain level of service for the scope of work, M/FBE participation, or any other matter, including where such promises or assurances are greater than what is required by the procurement documents, and should this response containing these promises or assurances be accepted by the County and made a part of the Contract Documents, then the degree or level of service promised relating to the scope of work, M/FBE participation, or other matter shall be considered to be a material part of the Agreement between the Consultant and the County, such that the Consultant's failure to provide the agreed upon degree or level of service or participation shall be a material breach of the Agreement giving the County just cause to terminate the Agreement for cause, pursuant to ARTICLE 14 of the Agreement.

ARTICLE 40. INVOICING AND PAYMENT

Consultant shall submit monthly invoices for work performed during the previous calendar month, 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 thirty (30) 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 Government
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.

County's Right to Withhold Payments: The County may withhold payments, not to exceed the total of two months' fees of the applicable SOW, for services that involve disputed costs, involve disputed audits, or are otherwise performed in an inadequate fashion. Payments withheld by the County will be released and paid to the Consultant when the services are subsequently performed adequately and on a timely basis, the causes for disputes are reconciled or any other remedies or actions stipulated by the County are satisfied. If there is a good faith dispute regarding a portion of an invoice, Consultant will notify County and detail

the dispute before the invoice date. The County shall promptly pay any undisputed items contained in such invoices. Upon resolution of the dispute, any disputed amounts owed to Consultant will be promptly paid by County.

Payment of Sub-consultants/Suppliers: The Consultant must certify in writing that all sub-consultants of the Consultant and suppliers have been promptly paid for work and materials and previous progress payments received. In the event the prime Consultant is unable to pay sub-consultants or suppliers until it has received a progress payment from Fulton County, the prime Consultant shall pay all sub-consultants or supplier funds due from said progress payments within forty-eight (48) hours of receipt of payment from Fulton County and in no event later than fifteen days as provided for by State Law.

Acceptance of Payments by Consultant; Release. The acceptance by the Consultant of any payment for services under this Agreement will, in each instance, operate as, and be a release to the County from, all claim and liability to the Consultant for work performed or furnished for or relating to the service for which payment was accepted, unless the Consultant within five (5) days of its receipt of a payment, advises the County in writing of a specific claim it contends is not released by that payment.

ARTICLE 41. TAXES

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

ARTICLE 42. PERMITS, LICENSES AND BONDS

All permits and licenses necessary for the work shall be secured and paid for by the Consultant. If any permit, license or certificate expires or is revoked, terminated, or suspended as a result of any action on the part of the Consultant, the Consultant shall not be entitled to additional compensation or time.

ARTICLE 43. **NON-APPROPRIATION**

This Agreement states the total obligation of the County to the Consultant for the calendar year of execution. Notwithstanding anything contained in this Agreement, the obligation of the County to make payments provided under this Agreement shall be subject to annual appropriations of funds thereof by the governing body of the County and such obligation shall not constitute a pledge of the full faith and credit of the County within the meaning of any constitutional debt limitation. The Director of Finance shall deliver written notice to the Consultant in the event the County does not intend to budget funds for the succeeding Contract year.

Notwithstanding anything contained in this Agreement, if sufficient funds have not been appropriated to support continuation of this Agreement for an additional calendar year or an additional term of the Agreement, this Agreement shall terminate absolutely and without further obligation on the part of the County at the close of the calendar year of its execution and at the close of each succeeding calendar year of which it may be renewed, unless a shorter termination period is provided or the County suspends performance pending the appropriation of funds.

ARTICLE 44. **WAGE CLAUSE**

Consultant shall agree that in the performance of this Agreement the Consultant will comply with all lawful agreements, if any, which the Consultant had made with any association, union, or other entity, with respect to wages, salaries, and working conditions, so as not to cause inconvenience, picketing, or work stoppage.

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:

FULTON COUNTY, GEORGIA

DocuSigned by:

Robert L. Pitts

14E1B4AA5F6A44A

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

CONSULTANT:

SOUTH FULTON SENIOR SERVICES, INC.

DocuSigned by:

Carol Dianne Rutherford

29ADD80BF9F145C...

Dianna Rutherford
Executive Director

ATTEST:

DocuSigned by:

Tonya R. Grier

EEC476C4037640D...

Tonya R. Grier
Clerk to the Commission

(Affix County Seal)

APPROVED AS TO FORM:

DS

DS

Office of the County Attorney

APPROVED AS TO CONTENT:

DocuSigned by:

Ladisa Onyiliogwu

163AE4C82BAF41B...

Ladisa Onyiliogwu, Director
Department of Senior Services

ATTEST:

Secretary/
Assistant Secretary by:

(Affix Notary Seal)

ATTEST:

Notary Public

County: _____

Commission Expires: _____

(Affix Notary Seal)

ITEM#: _____	RCS: _____	ITEM#: 2022-0988	RM: _____
RECESS MEETING		REGULAR MEETING	

12/21/2022 Recess Meeting

ADDENDA



Date: June 26, 2022

Project Number: 22RFP035A-CJC

Project Title: Aging Services

This Addendum forms a part of the contract documents and **modifies** the original RFP documents as noted below:

ADDENDUM NO. 1

The undersigned Bidder/Proposer acknowledges receipt of this Addendum by uploading this form with the Bid/Proposal submittal package as outlined in 3.2 of the RFP

2.5 Multi-Year Contract Term should read as follow:

b. Renewal Terms-Four (4) one-year ("Renewal Term").

This is to acknowledge receipt of Addendum No.1, 12 day of July, 2022.

SOUTH FULTON SENIOR SERVICES INC.
Legal Name of Bidder/Proposer

Carol P Rutherford
Signature of Authorized Representative

EXECUTIVE DIRECTOR
Title



Date: July 12, 2022

Project Number: 22RFP035A-CJC

Project Title: Aging Services

This Addendum forms a part of the contract documents and **modifies** the original RFP documents as noted below:

The due date has change from Tuesday, July 26, 2022 at 11:00A.M., local time to Tuesday, August 9, 2022 at 11:00A.M., local time.

ADDENDUM NO. 1

The undersigned Bidder/Proposer acknowledges receipt of this Addendum by uploading this form with the Bid/Proposal submittal package as outlined in 3.2 of the RFP

This is to acknowledge receipt of Addendum No.1, 12th day of July, 2022.

SOUTH FULTON SENIOR SERVICES INC

Legal Name of Bidder/Proposer

Carol P Rutherford

Signature of Authorized Representative

EXECUTIVE DIRECTOR

Title

EXHIBIT A

GENERAL CONDITIONS

GENERAL CONDITIONS

1. Proposals may be withdrawn upon receipt of a written request prior to the stated due date and time. If a firm seeks to withdraw a proposal after the due date and time, the firm must present a notarized statement indicating that an error was made, with an explanation of how it occurred. The withdrawal request must be accompanied by documentation supporting the claim. Prior to approving or disapproving the request, an opinion will be obtained from Fulton County's Legal Counsel indicating whether the firm is bound by its proposal.

Proposals for projects that are solicited pursuant to the Georgia Local Government Public Works Construction Law (O.C.G.A. § 36-91-1 et seq.) may be withdrawn as follows:

The County must advise Offerors in the request for proposals of the number of days that Offerors will be required to honor their proposals. If an Offeror is not selected within 60 days of opening the proposals, any Offeror that is determined by the governmental entity to be unlikely of being selected for contract award will be released from the proposal.

2. Fulton County shall be the sole judge of the quality and the applicability of all proposals. Design, features, overall quality, local facilities, terms and other pertinent considerations will be taken into account in determining acceptability.
3. The successful Offeror must assume full responsibility for delivery of all goods and services proposed in accordance with the executed Contract.
4. The successful Offeror must assume full responsibility for providing warranty service on all goods, materials, or equipment provided to the County in accordance with Contract Article 20.
5. The successful Offeror shall be responsible for the proper training and certification of personnel used in the performance of the services proposed.
6. The successful Offeror shall not assign, transfer, convey, sublet, or otherwise dispose of any contract resulting from the RFP or of any of its rights, title or interest therein without prior written consent of the Fulton County Board of Commissioners.
7. In case of material default by the successful Offeror, Fulton County may procure the articles or services from another source and hold the successful Vendor responsible for any direct damages subject to the Limitation of Liability as set forth in Article 46 above.

8. All proposals and bids submitted to Fulton County are subject to the Georgia "Open Records Act", Official Code of Georgia, Annotated (O.C.G.A.) § 50-18-70 et seq.
9. All proposals and bids submitted to Fulton County involving Utility Contracting are subject to the Georgia law governing licensing of Utility Contractors, O.C.G.A. §43-14-8.2(h).

Acknowledgement of General Conditions

The Service Provider applicant/agency assures the general program conditions in the following areas will be met or exceeded. Check, if yes.

- Technology and Connectivity
- Quality Assurance and

Compliance Monitoring If selected,
the applicant/agency agrees to:

Develop new community support, both public and private.
Attend all regularly scheduled and/or other meetings or trainings called by the
Fulton County

Department of Senior Services.

Develop, maintain, and fulfill written working agreements called for in each service.
Distribute updated material describing available services within its service area;
implement
strategies to foster high visibility; and promote positive public awareness of the
aging program
and issues facing older adults.

Document efforts to generate the program income budgeted for each service.

Implement the Mediware/Harmony - SAMS information system, as requested by Fulton
County.

Notify Fulton County promptly of any change in service delivery, program
organization, or
service delivery sites.

Ensure strict confidentiality of client records, identity, status and information
unless written permission is granted by the client or legal guardian to release
specific information to specified persons for a specified period of time.

Implement appropriate security procedures to protect the confidentiality and
privacy of client
information during interviews or maintained in automated or manual systems,
including laptop
computers, fax, email, and web-based systems, and in compliance with HIPAA
regulations.

Comply with grievance procedures as outlined in the Georgia Department of
Human Services
Manual 5300, Chapter 100, Section 110 (Grievance Procedures for Participants in
Non-Medicaid
Home and Community-Based Services Programs).

I have reviewed these program requirements and understand my responsibilities in
the provision of Case Management, Senior Center Management, and Volunteer
Services.

7/12/2022

Date

SOUTH FULTON SENIOR SERVICES, INC.

Name of Contractor

EXECUTIVE DIRECTOR

Title

Carol P Rutherford

Signature of Legally Authorized Person

Acknowledgement of Special Conditions

The Service Provider applicant/agency assures the special program conditions in the following areas will be met or exceeded.

The applicant agency will read and understand the following sections of the State of Georgia, Department of Human Services Program Guidelines

- o ODIS Man 5600, Section 3012 Area on Aging Records Record Retention
- o MAN 5600, Section 1060 – Technology and Data Management
- o MAN 5600, Section 3012 – Area Agency on Aging Records
- o MAN 5600, Section 1060 – Technology and Data Management
- o Chapter 100, Section 110 Grievance Procedures for Participants in Non-
- o Medicaid Home and Community Based Services Programs:
- o Chapter 200, Section 202 Program Guidelines and Requirements
- o Chapter 200, Section 204 Definitions
- o Chapter 200, Section 206 Senior Center Requirements
- o Chapter 200, Section 210 Case Management
- o Chapter 300, Section 304 Nutrition Service

~~Comply with grievance procedures as outlined in the Georgia Department of Human Services~~
Manual 5300, Chapter 100, Section 110 (Grievance Procedures for Participants in Non-Medicaid
Home and Community Based Services Programs).

I have reviewed these program requirements and understand my responsibilities in the provision of Case
Management, Senior Center Management, and Volunteer Services.

SOUTH FULTON SENIOR SERVICES, INC.

7/12/2022

Date

Name of Contractor

EXECUTIVE DIRECTOR

Title

Carol D Rutherford

Signature of Legally Authorized Person

Exhibit 2

as posted at the following web address.

<http://jodis.dhs.ga.gov/ChooseCategory.aspx?cid=817>

The applicant agency agrees to provide the services outlined herein in compliance with the State of Georgia, Department of Human Services Program Guidelines noted above.

The oversight of Case Management Services requirement is provided by the following qualified individual (attach resume).

(The direct supervisor to hold a master's degree in Social Work, Human Services, Gerontology, Health, Nursing or other closely related field with a background and experience in gerontology, long-term care, or the delivery of community-based services; or a Registered Nurse, properly licensed in the state of Georgia, with a background and experienced in gerontology, long-term care, or the delivery of community-based services.)

Mandatory Reporting of Suspected Abuse, Neglect or Exploitation
Service Initiation
Service Termination and Discharge

I have reviewed these program requirements and understand my responsibilities in the provision of Case Management, Senior Center Management, and Volunteer Services.

7/12/2022

Date

SOUTH FULTON SENIOR SERVICES, INC.

Name of Contractor

EXECUTIVE DIRECTOR

Title

Carol P Rutherford

Signature of Legally Authorized Person

EXHIBIT B

SPECIAL CONDITIONS

No Special Conditions were required for this Project

EXHIBIT C

SCOPE OF WORK

SCOPE OF WORK

Consultant Shall:

General Information

Be in compliance with the State of Georgia Department of Human Services (DHS) Service Requirements. These requirements are found in the Home and Community Based Services Manual, Sections 202, 204, 206, 210, 304, and all addenda related to the services to be provided. Below is a link to the index of service requirements. The Consultant must read the service requirements and agree to implement services in compliance with the standards.

<http://odis.dhs.ga.gov/ChooseCategory.aspx?cid=817>

Have the capacity to provide one or more of the services within one (1) of three (3) geographic areas of Fulton County: South Fulton, Central Fulton and North Fulton - as Described in Exhibit 1 of the RFP document Description of Geographic Service Areas and Locations. **Offerors may submit proposals for only one (1) Geographic Service Area. The following are Service Bundling Options within the selected Geographic Service Area:**

- a. Case Management, Senior Center Management, and Volunteer Services
- b. Senior Center Management and Case Management
- c. Case Management and Volunteer Services
- d. Case Management

The Consultant must report activities monthly in a format to be provided by the County. The County is willing to adapt reporting formats, if the successful vendor has an automated system in place and the reports are acceptable to the County. The County reserves the right to modify reporting formats as systems and reporting needs change.

Will be responsible for entering service units into the WellSky Information Management System. System Requirements are provided as Exhibit 4 of the RFP. A list of service locations is included in Exhibit 1 and Optimum Attendance Goals are provided in Exhibit 5 of the RFP.

Provide to senior residents of Fulton County age 60 and above and those exemptions included in the State of Georgia, Department of Human Services Program Guidelines. Case Management clients will be referred by the Department of Senior Services' STARline.

Essential Tasks and Expectations for the project include:

- a. Agency-wide Reporting
 - A monthly report for all services must be submitted by the 6th calendar day of the following month, to include:
 - General Plans for initiatives or service improvement efforts
 - Accomplishments not covered by monthly statistical reports
 - Outreach Efforts/Plans
 - Fundraising Efforts
 - Program Evaluation Efforts/Results

- Program Income Report to include the following:
 - Total Program Income collected for the report month by Program and in the following categories:
 - Participant Donation
 - Donations from other sources (Corporations, Families of participants, other interested parties)
 - Grant Awards
 - Total
 - Year to Date Total of Program Income collected for the contract year by program and in the following categories:
 - Participant Donation
 - Donations from other sources (Corporations, Families of participants, other interested parties)
 - Grant Awards
 - Total
 - Expenditures charged to the Program Income for the report month and Year to Date for the contract year.
 - A listing of staff by service and senior center
 - A Summary Report that includes
 - The daily total number of seniors served
 - Number of New Admissions during the report month
 - Number of Discharges during the report month
 - Total number of registered participants at the reports month's end
 - A calendar of activities for each center that includes activities for the month following the report month. Monthly Activity Calendars must indicate the Activity Type for each activity. See Exhibit 5 in the RFP for Minimum Requirements for Neighborhood Senior Center Activities for Activity Types.
 - Minutes from the monthly Site Council Meeting from each Senior Center
 - Copies of Unresolved Work Orders
 - Service Deliveries for Meals Served, Senior Center Transportation, Group Wellness Activities, and Case Management shall be entered into the WellSky Information System by the Consultant. No Service Logs will be required in the monthly report for those activities; however, a Monthly Service Log will be required for Neighborhood Senior Center eligible senior participants for any activity. Center staff must have on file an up-to-date Basic Client Information Form for all participants that attend for informal activities but are not registered as participants for Congregate Meals.
 - Neighborhood Senior Centers activities will include congregate meals, programming in the areas of skills building education and activities for seniors, nutritional counseling, physical exercise, arts and crafts, computer skills, and all programming that enhances the skills and motor function of seniors.
 - For HCBS Services, Unit Allocation reports will be submitted weekly with the units entered for each HCBS service and activities in the WellSky database.
 - For congregate meals and home delivered meals, each recipient under HCBS services will have an income worksheet, Food Survey and NSI.
- b. Senior Center Management

Schedule, Operating Hours, and Attendance

- All Neighborhood Senior Centers will maintain an operating schedule that will include 250 days, annually. Please refer to the Fulton County Calendar for a listing of holidays observed by Fulton County. Please note that the Consultant will be required to provide services on the holidays highlighted in gray and marked with an asterisk. The Fulton County Department of Senior Services will provide contact information for on-call staff in case of emergencies or other urgent matters.
- All Neighborhood Senior Centers will maintain a daily operation schedule of no less than 5 hours, Monday through Friday. Actual opening and closing hours can vary depending upon the preferences of the participants. Regular operating hours for each center must be established and approved by the Department of Senior Services within the first three (3) months of the contract. Once established, they may not change without written approval from the Department of Senior Services.
- Traditional Senior Centers must serve meals to an average of 20 people per day and provide services to an average of 30 people per day in any given month. Any center that cannot maintain this minimum average will be considered a Collaborative Center and will be assigned a Sponsor Center.
- Virtual Programming can be offered to seniors; however, participants must participate with programming for at least 1 hour and they can receive congregate meals at home.
- All Neighborhoods Senior Centers are expected to maintain an average attendance of no less than 90% of the Optimal Attendance Goal noted in Exhibit 5 in the RFP. Optimal Attendance Goals for the initial term (2023) are based on current average attendance. For subsequent renewal terms the Department of Senior Services will coordinate with the successful vendors to agree upon Optimal Attendance Goals for each center. Reimbursement for services will be contingent upon meeting certain levels of performance related to the Optimal Attendance Goals (See Performance Measures).

Participant Registration and Recordkeeping

- Participant registration will be a collaborative effort of Case Management and Senior Center Management staff. Please refer to Exhibit 7 in the RFP- Neighborhood Senior Center Registration Process for an explanation of responsibilities.
- Participant Recordkeeping will be the responsibility of the assigned Case Manager with input from the Center staff, based on their observation of the participant's daily activity and behavior.
- Center attendees that participate in program, both structured and non-structured, must complete the Basic Client Information Form (Appendix 1). The Center staff must maintain a file of the Basic Client Information Forms and update them, as needed. This requirement is for attendees that do not register in the Congregate Meals program. Once an attendee registers for the Congregate Meals program, the Basic Client Information Form may be discarded in lieu of the Wellsky Client Record.
- A Business Associate Agreement will be required.
- All proposals must have available their client records management policy.

Staffing

- Each center will have a minimum staffing level of no less than:
 - 1 full-time Center Manager
 - 1 part-time Senior Center AssistantAdditionally, the Consultant must provide a staff to participant ratio of at least 1 staff to 10 participants in attendance. To satisfy this “staff” ratio may include any combination of paid instructors, floating paid staff, or trained volunteers with a written job description and a work schedule.
- No less than one (1) paid, CPR/First Aid certified, staff person will be present at the Center during all operating hours.
- 1 Case Manager will be assigned to provide Case Management Services, as described in the Case Management Section below. The Case Manager must visit their assigned Center(s) at least once per week.

The following activities are the responsibility of the Neighborhood Senior Center staff.

Programming

- All Neighborhood Senior Centers will provide no less than 4 hours of structured programming per day of operation. Programming must include the activities listed in Exhibit 8 in the RFP document – Minimum Requirements for Neighborhood Senior Center Activities at the indicated minimum frequencies. Structured programming must be included in the monthly activity calendar.
- Develop and implement a Center Specific Wellness Goal.
- The successful vendor shall develop during Older Americans Month (May) no less than one initiative that promotes awareness of both past and potential future contributions of the senior population. This initiative may include collaborative efforts with Fulton County Multipurpose Facilities, Adult Day programs, or other community organizations.
- Wellness Checks. The successful vendor shall maintain programming to provide wellness checks on participants of the program.
- Virtual Programming can be offered to seniors for at least 1 hour and seniors can receive a congregate meal at home.

Reporting

- All Service Deliveries for Transportation Services must be recorded in the Wellsky Information System by the 4th calendar day of the following month. No record of service deliveries in the Wellsky Information System by the requested calendar date, will reduce the monthly reimbursement by an amount equal to the total monthly reimbursement for Senior Center Management divided by the number of centers included in the contract.
- Neighborhood Senior Center staff shall track and provide all other required center data to be included in the Agency-wide monthly report, as described above.

Meals and Transportation Services

- Submit a plan for meal and transportation reservations. Meals and Transportation services must be ordered as indicated by the reservation system with no deviation. The County reserves the right to deduct the cost of meals ordered above the reserved number from the monthly reimbursement for Senior Center Management services.
- Meal reservation lists must be made available to the Department of Senior Services staff upon request.
- Submit a plan to address attendees that did not make a reservation for meals.
- Center staff is responsible for entering data into Wellsky and must be able to track and report all meal and transportation service deliveries in Wellsky, as indicated above.
- Center staff is responsible for the proper heating and serving of the meals, daily. Technical assistance and training will be available from the Department of Senior Services staff.
- Each center must have at least one (1) ServSafe Certified staff member present while food is being prepared, handled, or served.

c. Case Management Services

- Case Management Services will be provided a minimum of 250 days per year. Please refer to Exhibit 6 in the RFP document, Fulton County Observed Holidays for a listing of holidays observed by Fulton County. Please note that the Consultant will be required to provide services on the holidays highlighted in gray and marked with an asterisk. The Fulton County Department of Senior Services will provide contact information for on-call staff in case of emergencies or other urgent matters.
- The Consultant must submit a plan to provide access to Case Management Services on a 24 hour, 7 days a week basis to provide urgent interventions outside the regular business hours.
- The Fulton County requirements for Supervisory Qualifications will supersede those found in Chapter 200, Section 210.13C, Staff Administration and Supervision, in that Fulton County requires the direct supervisor to hold a Master's Degree in Social Work, Human Services, Gerontology, Health, Nursing or other closely related field with a background and experience in gerontology, long-term care, or the delivery of community-based services; or a Registered Nurse, properly licensed in the state of Georgia, with a background and experienced in gerontology, long-term care, or the delivery of community-based services. All other qualifications are consistent with the Chapter and Section.

In-Home Cases

- Perform the following Core Functions of Case Management Services in Compliance with DHS Standards
 - Assessment
 - Service Plan Development
 - Service Plan Coordination
 - Advocacy
 - Reassessment
 - Discharge

- Standards of Promptness
 - The initial contact with referred consumer or caregiver shall take place within 2 business days of receiving the referral from the STARline for the purposes of introduction and scheduling the initial home visit.
 - Conduct a face-to-face assessment in the consumer's place of residence within 10 business days of receipt of the referral.
 - Conduct telephonic assessments virtually within 10 business days of receipt of the referral.
- Client Records
 - Each Case Manager shall maintain a separate Client Record for each client using the Wellsky Information System consisting of the following:
 - Identifying information, including the name, address, telephonenumber of the client or responsible party
 - Assessment and reassessment documentation
 - Service plans
 - Material reports from or about the client that relate to the services being provided, including progress notes, medical records obtained on behalf of the client, and problems reportedby employees of the provider agency
 - Communications with family members or responsible partiesand any other pertinent communications, including communications with service providers regarding the client'sservice provision
 - All case notes related to activities with or on behalf of the client
 - The date of the referral and dates of any significant contacts,developments, decisions, or changes in plans
- All Service Deliveries for each month must be recorded in the Wellsky Information System by the 5th calendar day of the following month.

Neighborhood Senior Center Cases

Participant Registration and Recordkeeping

- Participant registration will be a collaborative effort of Case Management and Senior Center Management staff. Please refer to Exhibit 7 in the RFP document- Neighborhood Senior Center Registration Process for an explanation of responsibilities.
- Participant Recordkeeping will be the responsibility of the assigned Case Manager with input from the Center staff, based on their observation of the participant's daily activity and behavior.
- Follow DAS Regulations in accordance to records retention. Upon termination of contract, client records will be submitted to Fulton County Department of Senior Services. For reference please go ODIS Man 5600, Section 3012 Area on Aging Records; MAN 5600,Section 1061 – Record Retention; and MAN 5600, Section 1060 – Technology and Data Management. These policies and procedures for records retention must at a minimum, comply with requirements in the Online Directives Information System (ODIS) MAN 5600, Section 3012 – Area Agency on Aging Records; MAN 5600, Section 1061 – Record Retention; and MAN

5600, Section 1060 – Technology and Data Management.

- Provide copies of their internal policy on record retention to Fulton County Department of Senior Services.
- Guests are on a 30-day review but are offered meals. The 30 day is a standard time to complete assessments. Records for guests will adhere to the DAS regulations in accordance to records retention.
- Perform the following Core Functions of Case Management Services in Compliance with DHS Standards
 - Assessment
 - Service Plan Development
 - Service Plan Coordination
 - Advocacy
 - Reassessment
 - Discharge
- Client Records
 - Each Case Manager shall maintain a separate Client Record for each client using the Wellsky information System consisting of the following:
 - Identifying information, including the name, address, telephonenumber of the client or responsible party
 - Assessment and reassessment documentation
 - Service plans
 - Material reports from or about the client that relate to the services being provided, including progress notes, medical records obtained on behalf of the client, and problems reportedby employees of the provider agency
 - Communications with family members or responsible parties and any other pertinent communications, including communications with service providers regarding the client'sservice provision
 - All Case Notes related to activities with or on behalf of the client
 - The date of the referral and dates of any significant contacts,developments, decisions, or changes in plans
- All Service Deliveries for each month must be recorded in the Wellsky Information System by the 5th day of the following month.

d. Volunteer Services & Neighborhood Senior Centers

- Develop and implement programs that provide the opportunity of volunteer service to address the following issues:
 - Social Isolation (e.g., Senior Companion (In-center or In-home) FriendlyVisitor, Telephone Reassurance, Wellness Check, etc.)
 - Access to Community Services (e.g., Volunteer Driver Program, Prescription Delivery, Personal Shopper/Grocery Delivery (includingPet Food), etc.)
 - Supportive Services (Homemaker, Meal Preparation, Respite, etc.)
 - Senior Center Staff Support (staffing levels)
 - Include job descriptions and background checks
- Please complete a Volunteer Program Description found in Section 10 Appendices, Appendix 2, for each proposed Volunteer Program. The

successful vendor may propose additional volunteer programs at any time during the contract period by submitting the Volunteer Program Description to the Department of Senior Services.

- The proposal must include a plan to implement a Senior Center Staff Support program and at least one other volunteer program to address either Social Isolation, Access to Community Services, or Supportive Services.
- Maintain a Volunteer Procedures Manual that includes the Policies and Procedures for the following activities
- Identification of potential volunteers or groups of volunteers
- Development of recruitment strategies
- Selection and screening of volunteers to meet specific requirements of the agency
- Organization of orientation and training programs for volunteers (to include training on client rights, confidentiality, and HIPAA requirements)
- Supervision and evaluation of volunteer service delivery
- Formal recognition of volunteers
- Develop and implement a Volunteer Service tracking system that accurately tracks the number of service hours contributed by volunteers
- Provide no less than one (1) Formal Volunteer Recognition annually to recognize and reward the efforts of the volunteers.

e. Volunteer Services and Case Management

- Develop and implement programs that provide the opportunity of volunteer service to address the following issues:
 - Social Isolation (e.g., Senior Companion (In-center or In-home) Friendly Visitor, Telephone Reassurance, Wellness Check, etc.)
 - Access to Community Services (e.g., Volunteer Driver Program, Prescription Delivery, Personal Shopper/Grocery Delivery (including Pet Food), etc.)
 - Supportive Services (Homemaker, Meal Preparation, Respite, etc.) include job descriptions and background checks
- Please complete a Volunteer Program Description found in Section 10 Appendices, Appendix 2, for each proposed Volunteer Program. The successful vendor may propose additional volunteer programs at any time during the contract period.
 - Maintain a Volunteer Procedures Manual that includes the Policies and Procedures for the following activities
 - Identification of potential volunteers or groups of volunteers
 - Development of recruitment strategies
 - Selection and screening of volunteers to meet specific requirements of the agency
 - Organization of orientation and training programs for volunteers (to include training on client rights, confidentiality and HIPAA requirements)
 - Supervision and evaluation of volunteer service delivery
 - Formal recognition of volunteers

- Develop and implement a Volunteer Service tracking system that accurately tracks the number of service hours contributed by volunteer
- Provide no less than one (1) Formal Volunteer Recognition annually to recognize and reward the efforts of the volunteer.

Tasks with expected outcomes

a. Agency-wide Reporting

Provision of the Agency-wide Reporting task as outlined in the Scope of Work, Section 4, of the RFP document - Essential Tasks and Expectations will result in the following outcomes:

- i. The Department of Senior Services has access to data by the 5th calendar day of the month following the service delivery and can distribute units and submit invoices to ARC by the 8th calendar of each month.
- ii. The Department of Senior Services receives information regarding special initiatives, and agency accomplishments to share with stakeholders and provide support in the form of attendance, public relations, or communication with County Executives or Commissioners, as needed.
- iii. The Department of Senior Services can review the agencies program evaluation results and include the information in the Department program evaluation reports.
- iv. The Department of Senior Services is aware of outreach efforts, fund raising efforts and the contributions that the agency is using to support the overall goal of this project.
- v. The Department of Senior Services has an updated list of the agencies current staff.
- vi. The Department of Senior Services has a list of outstanding Work Orders and can contact the appropriate County Agency to follow-up on completion.
- vii. The Department of Senior Services has the necessary statistical data to analyze the contracted services and to justify budget and grant proposals.
- viii. The Department of Senior Services staff is aware of program activities and can provide support, as needed.

b. Neighborhood Senior Center Management

The provision of the Neighborhood Senior Center Management task as outlined in the Scope of Work, Section 4 of the RFP document- Essential Tasks and Expectations will result in the following outcomes:

- i. The Neighborhood Senior Centers identified in this RFP will be operated no less than 5 hours per day 250 days annually, Monday through Friday and managed in compliance with DHS Standards and the requirements of this RFP.

- ii. Basic contact and safety information will be available for all attendees of the Neighborhood Senior Centers.
- iii. All participants of the Congregate Meal program will have a properly documented Client Record in Wellsky including NSI, Food Security and income worksheet.
- iv. Prospective program participants will be assessed and referred to the program or service that most appropriately addresses their needs.
- v. All Neighborhood Senior Centers identified in this RFP will be properly staffed, as follows:
 - o 1 full-time Center Manager
 - o 1 part-time Senior Center Assistant
 - o Additionally, the Consultant must provide a staff to participant ratio of at least 1 staff to 10 participants in attendance. To satisfy this "staff" ratio may include any combination of paid instructors, floating paid staff, or trained volunteers with a written job description and a work schedule.
- vi. The Neighborhood Senior Centers identified in the RFP will provide no less than 4 hours of structured programming per day of operation including the activities listed in Exhibit 5 – Minimum Requirements for Neighborhood Senior Center Activities at the indicated minimum frequencies.
- vii. Structured programming will be included in the monthly activity calendar.
- viii. Each Neighborhood Senior Center will have a Wellness Goal.
- ix. Each Neighborhood Senior Center will present an initiative that promotes awareness of both past and potential future contributions of the senior population.
- x. Service Delivery reporting and documentation is completed timely.
- xi. The Department of Senior Services has the data required to submit monthly reports and invoices to ARC for reimbursement of grant funded services.
- xii. Meal and Transportation services are ordered per the reservation system, reducing wasted meals and transportation no shows.
- xiii. Meal services are provided safely in accordance with the Fulton County Health and Wellness Department DHS requirements.

c. Case Management Services

Tasks as outlined in the Scope of Work, Section 4 of the RFP document - Essential Tasks and Expectations will result in the following outcomes:

- i. Case Management Services will be provided a minimum of 250 days per year.
- ii. Case Management clients will have access to Case Management staff 24 hours per day, 7 days a week.
- iii. The Case Management Services will be supervised in each Geographic Service area by a qualified supervisor that meets or exceeds the qualifications outlined in this RFP.
- iv. Case Management services will be performed both in homes and in neighborhood senior centers, as outlined in this RFP and in compliance

with the State of Georgia, Department of Human Services Program Standards.

- v. All assessments, program notes, and service deliveries will be documented in a web-based information system that is accessible to Fulton County Contract Management and Program Evaluation staff.

d. Volunteer Services

The provision of the Volunteer Services tasks as outlined in the Scope of Work Section 4 of the RFP document - Essential Tasks and Expectations will result in the following outcomes:

- i. Seniors throughout Fulton County have the opportunity to volunteer programs that are designed to address issues faced by seniors, as identified by the Fulton County Department of Senior Services.
- ii. Programs can be supported by volunteers that have been trained for specific duties to the program combination.
- iii. Volunteer program initiatives are reviewed by the Department of Senior Services staff prior to implementation.
- iv. Volunteers are properly trained for the service they are providing and recognized for their efforts.
- v. Volunteers and their time of services are properly recorded and documented.

Performance Measures

The Fulton County Department of Senior Services has developed the following program measures as it relates to the Essential Tasks of this project. The Department's Program Evaluation Team conducts quarterly site visits and surveys of program participants to determine the Performance Outcome Levels. This section of the RFP outlines the performance goals and expectations. The Fulton County Department of Senior Services will provide technical assistance and coaching to assist the Consultant in attaining the goals and expectations; however, this section also notes consequences of consistently failing to meet the expectations that are outlined below.

A. Agency-wide Reporting

Performance Activity	Performance Expectation	Consequences, if Non-Compliant
Timeliness of Monthly Reporting	Received by the 4 th Calendar Day of the following month	May result in delay in payment Chronic late reports may require the Consultant to submit a corrective action plan

Completeness of Monthly Reports	Monthly Reports are to include all information outlined in this RFP.	May result in denial of Payment for services related to missing items
Accuracy of Reporting	Reports submitted by the Consultant should be accurate and agree with entries in the Wellsky system	Payment adjustments may be calculated and applied to compensate for inaccuracies
Reporting Services Deliveries through Mediware	Service Deliveries for all services must be entered into Wellsky by the 4 th calendar day of the following month.	May result in denial of payment for undocumented Service Deliveries.

B. Senior Center Management

Performance Activity	Performance Expectation	Consequences, if Non-Compliant
Days of Operation	All centers described	May result in denial of payment for undocumented services delivery

C. Outreach

Performance Activity	Performance Expectation	Consequences, if Non-Compliant
Monthly Outreach Activities submitted	Provide monthly outreach activities and number of seniors recruited for services. Quarterly reviews will be conducted by DSS	May result in denial of payment for undocumented services delivery
	in this RFP will be operating 250 days per year, Monday through Friday, unless written approval is provided by the Department of Senior Services or Fulton County declares an emergency, pandemic or weather related closures of facilities	payment equal to the daily reimbursement cost of each center for each day of unauthorized closure

Hours of Operation	All Neighborhood Senior Centers will maintain a daily operation schedule of no less than 5 hours, Monday through Friday, unless written approval is provided by the Department of Senior Services or Fulton County declares weather related closures of facilities.	May result in the denial of payment equal to the daily reimbursement costs of each center for each day operated less than 5 hours.
Attendance	Traditional Senior Centers must serve meals to an average of 20 people per day and serve an average of 30 people per day in any given month. Any center that cannot maintain this minimum average will be considered a Collaborative Center and will operate under a Sponsor Center.	
Virtual Programming	Senior Centers will provide virtual programming for seniors that decide to participate virtually with the programming offered at the senior centers. This will be done virtually. It is permissible for senior center participants to remain in their homes and receive a meal if 1 hour of programming is offered per day and nutritional education is offered once a month. The place of service for these units of service is "home."	The number of seniors receiving this service will be reported bi-weekly and monthly

Well Check	Contractors will provide wellness checks on seniors that are homebound or connect to services from their home.	The number of seniors receiving this service will be reported bi-weekly and monthly
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Performance Activity	Performance Expectation	Consequences, if Non-Compliant
Attendance	All Neighborhood Senior Centers are expected to maintain an average attendance of no less than 90% of the Optimal Attendance Goal noted	The Monthly Reimbursement for Senior Center Management will be 100% for reaching 90%
	in Exhibit 1 in the RFP document.	of the Optimal Attendance Goal or higher. Reimbursement rates for under 90% of the OAG may be adjusted, as follows: 95% for 80% to 89%, 90% for 70% to 79%, 85% for 69% or lower.
The Center staff must maintain a file of the Basic Client Information Forms and update them, as needed. This requirement is for attendees that do not register in the Congregate Meals program. Once an attendee registers for the Congregate Meals program, the Basic Client Information Form is replaced by the Wellsky Client Record.	All Attendees have on file a complete and updated Basic Client Information Form	The Consultant must provide a corrective action plan to fulfill this requirement.
Each center will be appropriately staffed	Each center will have a minimum staffing level of at least 1 full-time Center Manager; and, 1 part-time Senior Center Assistant	May result in denial of payment equal to the daily reimbursement cost of each center for each day that the center does not provided the required staffing level

Performance Activity	Performance Expectation	Consequences, if Non-Compliant
Each center will be appropriately staffed	The Consultant must provide a staff to participant ratio of at least 1 staff to 10 participants in attendance.	May result in denial of payment equal to the daily reimbursement cost of each center for each day that the center does not provided the required staffing level
Each center will appropriately be staffed.	At least 1 paid CPR/First Aid certified staff person will be present at the Center during all operating hours.	May result in denial of payment equal to the daily reimbursement cost of each center for each day that the center does not provide the required staffing level.

Performance Activity	Performance Expectation	Consequences, if Non-Compliant
Programming	All Neighborhood Senior Centers will provide no less than 4 hours of structured programming per day of operation. Programming must include the activities listed in Exhibit 5 in the RFP document – Minimum Requirements for Neighborhood Senior Center Activities at the indicated minimum frequencies.	The Consultant must submit a corrective action plan for instances of non-compliance. Chronic non-compliance may result in denial of reimbursement in an amount equal to the daily reimbursement cost of the non-compliant center for the number of days in non-compliance.
Programming	Develop a Center Specific Wellness Goal for each Neighborhood Senior Center and submit with the 1 st monthly report of each contract year.	There may be a denial of payment in the amount equal to the daily reimbursable cost for each center and each day beyond the due date for non-compliance.

Reporting	All Service Deliveries for Meals and Transportation Services must be recorded in the Wellsky Information	No record of service deliveries in the Mediware Information System may reduce the monthly reimbursement by an amount equal to
	System by the 4 th calendar day of the following month.	the total monthly reimbursement for Senior Center Management divided by the number of centers included in the contract for each center with no recorded data.

Performance Activity	Performance Expectation	Consequences, if Non-Compliant
Reporting	Neighborhood Senior Center staff shall track and provide all other required center data to be included in the Agency-wide monthly report, as described above	Failure to comply may result in adjustments to reimbursement in an amount equal to any lose in revenue or additional cost to the County for other services.
Meals and Transportation Services	Meals and Transportation services must be ordered as indicated by the reservation system with no deviation.	The County reserves the right to deduct the cost of meals ordered above the reserved number from the monthly reimbursement for Senior Center Management services.
Meals	Each center must have at least one (1) ServSafe Certified staffmember present while food is being prepared, handled, or served	May result in denial of payment equal to the daily reimbursement cost of each center for each day that the center does not provide the required staffing level

D. Provide Case Management Services

Performance Activity	Performance Expectation	Consequences, if Non-Compliant
Days of Operation	Case Management Services will be provided a minimum of 250 days per year	May result in denial of payment equal to the amount of the total reimbursable cost of
	unless written approval is provided by the Department of Senior Services or Fulton County declares an emergency, pandemic or weather-related closures of facilities	Case Management Services divided by 250.

Performance Activity	Performance Expectation	Consequences, if Non-Compliant
Days of Operation	The Consultant must submit a plan to provide access to Case Management Services on a 24 hour, 7 days a week basis to provide urgent interventions outside the regular business hours.	The Consultant must submit a written corrective action plan to comply with the requirement.
Supervision	Fulton County requires the direct supervisor to hold a master's degree in Social Work, Human Services, Gerontology, Health, Nursing or other closely related field with a background and experience in gerontology, long-term care, or the delivery of community-based services; or a Registered Nurse, properly licensed in the state of Georgia, with a background and experienced in gerontology, long-term care, or the delivery of community-based services.	The Consultant must immediately submit a corrective action plan to meet this requirement within 30 days of the initial date of non-compliance. If the vendor is not compliant within 60 days of the initial date of non-compliance, payment for Case Management services may be suspended. If non-compliant for 90 or more days of the initial date of non-compliance, Fulton County reserves the right to terminate the contract.

Assessments	Perform the following Core Functions of Care Management Services in	The Consultant must submit a corrective action plan to
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Performance Activity	Performance Expectation	Consequences, if Non-Compliant
Standards of Promptness	<ul style="list-style-type: none"> The Initial contact with referred consumer or caregiver shall take place within 2 business days of receiving the referral from the STARline for the purposes of introduction and scheduling the initial home visit. Conduct a face-to-face assessment in the consumer's place of residence within 10 business days of receipt of the referral. <p>Case Managers may also provide telephonic (Virtual) assessments for seniors within 10 business days of receipt for the referral.</p>	The Consultant must submit a corrective action plan to bring them into compliance.
Client Records	Each Case Manager shall maintain a separate Client Record for each client using the Wellsky Case Management System as outlined in the RFP	The Consultant must submit a corrective action plan to bring them into compliance.
Reporting	All Service Deliveries for each month must be recorded in the Wellsky Information System by the 5th calendar day of the following month	May result in denial of payment for service deliveries not documented in Wellsky.

Performance Activity	Performance Expectation	Consequences, if Non-Compliant
Record Keeping	Neighborhood Senior Center participant recordkeeping will be the responsibility of the	Consultant must submit a written corrective action plan to correct any non-
	assigned Case Manager	compliance
Staffing	The Consultant will assign a Case Manager to each Neighborhood Senior Center	Consultant must submit a written corrective action plan to correct any non-compliance

E. Volunteer Services

Performance Activity	Performance Expectation	Consequences, if Non-Compliant
Senior Center Staff Support	Trained Volunteers support Senior Center staff to maintain a 1 to 10 staff to participant ratio. The Department of Senior Services staff will approve timelines to implement a Senior Center Staff Support Volunteer program. Once approved the vendor will be expected to maintain the timeline.	The Consultant must submit a corrective action plan for missed milestones in the timeline. Failure to implement the plan within 30 days of the agreed upon date may result in suspension of reimbursement for Volunteer Services.
Program Development	The Department of Senior Services staff will approve plans addressing Social Isolation, Access to Community Services, or Supportive Services submitted as part of this proposal including implementation timelines.	The Consultant must submit a corrective action plan for missed milestones in the timeline. Failure to implement the plan within 30 days of the agreed upon date may result in suspension of reimbursement for Volunteer Services.

Performance Activity	Performance Expectation	Consequences, if Non-Compliant
Volunteer Procedures Manual	Maintain a Volunteer Procedures Manual that includes the Policies and Procedures, as	May result in suspension of Volunteer Services reimbursement until the Volunteer Procedures
	described in this RFP, and provide to the Department of Senior Services staff within 30 days of contract award.	Manual is submitted.
Service Delivery Tracking	Document volunteer hours by program. Volunteer hours must be directly accredited to a registered volunteer.	May result in denial of reimbursement for undocumented volunteer hours.
Volunteer Recognition	Provide no less than one (1) Formal Volunteer Recognition annually to recognize and reward the efforts of the volunteers.	10% of the total Volunteer Services Reimbursement may be withheld

EXHIBIT D

PROJECT DELIVERABLES

PROJECT DELIVERABLES

Project deliverables are included in the scope of work.

EXHIBIT E

COMPENSATION

COMPENSATION

The County agrees to compensate the Consultant as follows:

County agrees to compensate Consultant for all services performed under this Agreement in an amount not to exceed \$1,469,171.63 (One Million Four Hundred Sixty Nine Thousand One Hundred Seventy One Dollars and Sixty Three Cents).

Submitting Agency: SOUTH FULTON SENIOR SERVICES, INC.
 Selected Geographic Service Area: South Fulton
 Selected Bundling Option: Case Management, Senior Center Services, Volunteer Services

	Case	Senior Center	Volunteer	
Direct Cost	Management	Management	Services	TOTAL
Personnel	\$ 382,497.12	\$ 495,027.42	\$ 46,551.43	\$ 924,075.98
Administrative	\$ 72,387.38	\$ 27,666.75	\$ 6,783.38	\$ 106,837.51
Programmatic		\$ 126,000.00		\$ 126,000.00
Total Direct Cost	\$ 454,884.49	\$ 648,694.17	\$ 53,334.82	\$ 1,156,913.49
Indirect Cost				
Personnel	\$ 117,990.11	\$ 131,969.90	\$ 101,160.98	\$ 351,120.99
Administrative	\$ 10,816.52	\$ 12,185.19	\$ 17,420.38	\$ 40,422.09
Programmatic	\$ -	\$ -	\$ -	\$ -
Total Indirect Costs	\$ 128,806.63	\$ 144,155.09	\$ 118,581.36	\$ 391,543.08
Required Program Income		\$ 79,284.93	\$ -	\$ 79,284.93
Reimbursable Amount	\$ 583,691.12	\$ 713,564.34	\$ 171,916.17	\$ 1,469,171.64
Projected Units	8000	22017	6420	
Projected Unit Rate	\$ 72.96	\$ 32.41	\$ 26.78	
TOTAL BUDGET REQUEST	\$ 583,691.12	\$ 713,564.34	\$ 171,916.17	\$ 1,469,171.64

EXHIBIT F

PURCHASING FORMS

**STATE OF GEORGIA
COUNTY OF FULTON**

**FORM A: 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 South Fulton Senior 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.

91790
EEV/Basic Pilot Program* User Identification Number

South Fulton Senior Services, Inc.
BY: Authorized Officer of Agent (Insert Contractor Name)

Executive Director
Title of Authorized Officer or Agent of Contractor

ALISSA BAKER
NOTARY PUBLIC
Clayton County
State of Georgia
My Comm. Expires Nov. 9, 2025

Carol Dianne Rutherford / *Carol D Rutherford*
Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this 18th day of July, 2022
Notary Public: *[Signature]*

County: Clayton Commission Expires: Nov. 9, 2025

¹ O.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].

South Fulton Senior Services, Inc.

STATE OF GEORGIA
COUNTY OF FULTON

NOT APPLICABLE

FORM B: 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)

(Seal)

Commission Expires: _____

³ O.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].

Form C: OFFEROR'S DISCLOSURE FORM AND QUESTIONNAIRE

1. Please provide the names and business addresses of each of the Offeror's firm's officers and directors.

For the purposes of this form, the term "Offeror" means an entity that responds to a solicitation for a County contract by either submitting a proposal in response to a Request for Proposal or a Request for Qualification or a Bid in response to an Invitation to Bid. Describe accurately, fully and completely, their respective relationships with said Offeror, including their ownership interests and their anticipated role in the management and operations of said Offeror.

See attached Board List

2. Please describe the general development of said Offeror's business during the past five (5) years, or such shorter period of time that said Offeror has been in business.

South Fulton Senior Services mission is to provide a range of services and activities which promote wellness, wholeness, and self-sufficiency for adults sixty (60) years of age and older who reside in South Fulton County.

3. Please state whether any employee, agent or representative of said Offeror who is or will be directly involved in the subject project has or had within the last five (5) years: (i) directly or indirectly had a business relationship with Fulton County; (ii) directly or indirectly received revenues from Fulton County; or (iii) directly or indirectly receives revenues from the result of conducting business on Fulton County property or pursuant to any contract with Fulton County. Please describe in detail any such relationship.

Not applicable

LITIGATION DISCLOSURE:

Failure to fully and truthfully disclose the information required, may result in the disqualification of your bid or proposal from consideration or termination of the Contract, once awarded.

1. Please state whether any of the following events have occurred in the last five (5) years with respect to said Offeror. If any answer is yes, explain fully the following:

(a) whether a petition under the federal bankruptcy laws or state insolvency laws was filed by or against said Offeror, or a receiver fiscal agent or similar officer was appointed by a court for the business or property of said Offeror;

Circle One: YES NO

(b) whether Offeror was subject of any order, judgment, or decree not subsequently reversed, suspended or vacated by any court of competent jurisdiction, permanently enjoining said Offeror from engaging in any type of business practice, or otherwise eliminating any type of business practice; and

Circle One: YES NO

(c) whether said Offeror's business was the subject of any civil or criminal proceeding in which there was a final adjudication adverse to said or Offeror, which directly arose from activities conducted by the business unit or corporate division of said Offeror which submitted a bid or proposal for the subject project. If so please explain.

Circle One: YES NO

2. Have you or any member of your firm or team to be assigned to this engagement ever been indicted or convicted of a criminal offense within the last five (5) years?

Circle One: YES NO

3. Have you or any member of your firm or team been terminated (for cause or otherwise) from any work being performed for Fulton County or any other Federal, State or Local Government?

Circle One: YES NO

4. Have you or any member of your firm or team been involved in any claim or litigation adverse to Fulton County or any other federal, state or local government, or private entity during the last three (3) years?

Circle One: YES NO

5. Has any Offeror, member of Offeror's team, or officer of any of them (with respect to any matter involving the business practices or activities of his or her employer), been notified within the five (5) years preceding the date of this offer that any of them are the target of a criminal investigation, grand jury investigation, or civil enforcement proceeding?

Circle One: YES NO

If you have answered "YES" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, the name of the court and the file or reference number of the case, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your proposal.

NOTE: If any response to any question set forth in this questionnaire has been disclosed in any other document, a response may be made by attaching a copy of such disclosure. (For example, said Offeror's most recent filings with the Securities and Exchange Commission ("SEC") may be provided if they are responsive to certain items within the questionnaire.) However, for purposes of clarity, Offeror should correlate its responses with the exhibits by identifying the exhibit and its relevant text.

Disclosures must specifically address, completely respond and comply with all information requested and fully answer all questions requested by Fulton County. Such disclosure must be submitted at the time of the bid or proposal submission and included as a part of the bid/proposal submitted for this project. Disclosure is required for Offerors, joint venture partners and first-tier subcontractors.

Failure to provide required disclosure, submit officially signed and notarized documents or respond to any and all information requested/required by Fulton County can result in the bid/proposal declared as non-responsive. This document must be completed and included as a part of the bid/proposal package along with other required documents.

[SIGNATURES ON NEXT PAGE]

Under penalty of perjury, I declare that I have examined this questionnaire and all attachments hereto, if applicable, to the best of my knowledge and belief, and all statements contained hereto are true, correct, and complete.

On this 18 day of JULY, 2022

ALISSA BAKER
NOTARY PUBLIC
Clayton County
State of Georgia
My Comm. Expires Nov. 9, 2025

South Fulton Senior Services, Inc.
(Legal Name of Proponent) (Date)

Carol D. Rutledge 7/18/2022
(Signature of Authorized Representative) (Date)

Executive Director
(Title)

Sworn to and subscribed before me,

This 18th day of July, 2022

[Signature]
(Notary Public) (Seal)

Commission Expires Nov. 9, 2025
(Date)

FORM D: GEORGIA PROFESSIONAL LICENSE CERTIFICATION

NOTE: Please complete this form for the work your firm will perform on this project.

Contractor's Name: AMY L. STERN

Performing work as: Prime Contractor Subcontractor/Sub-Consultant

Professional License Type: CLINICAL SOCIAL WORKER

Professional License Number: CSW002451

Expiration Date of License: 09/30/2022

I certify that the above information is true and correct and that the classification noted is applicable to the Bid for this Project.

Signed: *Carol P Rutherford*

Date: *July 12, 2022*

(ATTACH COPY OF LICENSE)



PROFESSIONAL LICENSING

GEORGIA SECRETARY OF STATE BRAD RAFFENSPERGER

CORPORATIONS • ELECTIONS • LICENSING • CHARITIES

Licensee Details

Licensee Information

Name: Amy L Stern

Address:

Avondale Estates GA 30002

Primary Source License Information

Lic #:	CSW002451	Profession:	Prof. Coun./Soc. Work/Marriage	Type:	Clinical Social Worker
Secondary:		Method:	Examination	Status:	Active
Issued:	10/6/1997	Expires:	9/30/2022	Last Renewal Date:	7/8/2020

Associated Licenses

No Prerequisite Information

Public Board Orders

Please see Documents section below for any Public Board Orders

Other Documents

No Other Documents

**STATE OF GEORGIA
COUNTY OF FULTON**

FORM E: LOCAL PREFERENCE AFFIDAVIT OF BIDDER/OFFEROR

I hereby certify that pursuant to Fulton County Code Section 102-377, the Bidder/Offeror **South Fulton Senior Services, Inc.** is eligible to receive local preference points and has a staffed, fixed, physical, place of business located within Fulton County and has had the same for at least one (1) year prior to the date of submission of its proposal or bid and has held a valid business license from Fulton County or a city within Fulton County boundaries for the business at a fixed, physical, place of business, for at least one (1) year prior to the date of submission of its proposal or bid.

Affiant further acknowledges and understands that pursuant to Fulton County Code Section 102-377, in the event this affidavit is determined to be false, the business named herein shall be deemed "non-responsive" and shall not be considered for award of the applicable contract.

South Fulton Senior Services, Inc.
(BUSINESS NAME)

3680 College Street - College Park, Ga. 30337
(FULTON COUNTY BUSINESS ADDRESS)

Executive Director
(OFFICIAL TITLE OF AFFIANT)

Carol Dianne Rutherford
(NAME OF AFFIANT)

Carol D Rutherford
(SIGNATURE OF AFFIANT)

ALISSA BAKER
NOTARY PUBLIC
Clayton County
State of Georgia
My Comm. Expires Nov. 9, 2025

Sworn to and subscribed before me,

This 18th day of July, 2022

[Signature]
(Notary Public) (Seal)

Commission Expires: Nov. 9, 2025

South Fulton Senior Services, Inc.
NOT APPLICABLE

**STATE OF GEORGIA
COUNTY OF FULTON**

**FORM F: SERVICE DISABLED VETERAN PREFERENCE AFFIDAVIT OF
BIDDER/OFFEROR**

I hereby certify that pursuant to Fulton County Code Section 102-378, the Bidder/Offeror _____ is eligible to receive Service Disabled Veteran Business Enterprise preference points and is independent and continuing operation for profit, performing a commercially useful function, and is 51 percent owned and controlled by one or more individuals who are disabled as a result of military service who has been honorably discharged, designated as such by the United States Department of Veterans Affairs.

Affiant further acknowledges and understands that pursuant to Fulton County Code Section 102-378, in the event this affidavit is determined to be false, the business named herein shall be deemed "non-responsive" and shall not be considered for award of the applicable contract.

(BUSINESS NAME)

(FULTON COUNTY BUSINESS ADDRESS)

(OFFICIAL TITLE OF AFFIANT)

Carol D. Rutherford

(NAME OF AFFIANT)

Carol D Rutherford

(SIGNATURE OF AFFIANT)

Sworn to and subscribed before me,

This _____ day of _____, 20__

(Seal) _____ (Notary Public)

Commission Expires: _____ (Date)

EXHIBIT G

**OFFICE OF CONTRACT
COMPLIANCE FORMS**

EXHIBIT A – PROMISE OF NON-DISCRIMINATION

"Know all persons by these presents, that I/We (Carol D. Rutherford),
Name

Executive Director

Title

South Fulton Senior Services, Inc.

Company Name

Hereinafter "Company", in consideration of the privilege to bid on or obtain contracts funded, in whole or in part, by Fulton County, hereby consent, covenant and agree as follows:

- 1) No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin or gender in connection with any bid submitted to Fulton County for the performance of any resulting there from,
- 2) That it is and shall be the policy of this Company to provide equal opportunity to all businesses seeking to contract or otherwise interested in contracting with this Company without regard to the race, color, gender or national origin of the ownership of this business,
- 3) That the promises of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption,
- 4) That the promise of non-discrimination as made and set forth herein shall be made a part of, and incorporated by reference into, any contract or portion thereof which this Company may hereafter obtain,
- 5) That the failure of this Company to satisfactorily discharge any of the promises of non-discrimination as made and set forth herein shall constitute a material breach of contract entitling the Board to declare the contract in default and to exercise any and all applicable rights and remedies, including but not limited to cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due and owing on a contract; and
- 6) That the bidder shall provide such information as may be required by the Director of Purchasing & Contract Compliance pursuant to Section 102.436 of the Fulton County Non-Discrimination in Purchasing and Contracting Policy.

NAME: Carol D. Rutherford TITLE: Executive Director

SIGNATURE: *Carol D. Rutherford*

ADDRESS: 3680-82 College Street, College Park, GA 30337

PHONE NUMBER: 404 559 0423 EMAIL: crutherford@sfssi.org

NOT APPLICABLE

EXHIBIT B1 - SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION

This form **must be** completed and **submitted with the bid/proposal**. All prime bidders/proposers **must** submit this form which lists all intended subcontractors/suppliers who will be utilized under the scope of work/services.

Prime Bidder/Proposer Company Name _____
ITB/RFP Name & Number: _____

1. My firm, as **Prime Bidder/Proposer** on this scope of work/service(s) is **NOT** , **is** a minority or female owned and controlled business enterprise. **African American (AABE)**; **Asian American (ABE)**; **Hispanic American (HBE)**; **Native American (NABE)**; **White Female American (WFBE)**; **Small Business (SBE)**; **Service Disable Veteran (SDVBE)** **Disadvantage Business (DBE)** ****If yes, Prime must submit a copy of recent certification.**

Male or Female (Check the appropriate boxes).

Indicate below the portion of work, including, percentage of bid/proposal amount that your firm will carry out directly as the Prime Contractor:

\$ _____ Or _____ %

2. This information below must be completed and submitted with the bid/proposal if a **joint venture (JV)** approach is to be undertaken. Please provide JV breakdown information below and attach a copy of the executed Joint Venture Agreement.

JV Partner(s) information:

<u>Business Name</u>		<u>Business Name</u>	
(a.)		(b.)	
% of JV		% of JV	
Ethnicity		Ethnicity	
Gender		Gender	
Certified (Y or N)		Certified (Y or N)	
Agency		Agency	
Date Certified		Date Certified	

3. Lists all Sub-Contractor/suppliers participating on the project. **(COMPLETE Exhibit B2 FORM)**

Total Dollar Value of Certified Subcontractors (\$)	Total Percentage (%)
--	-----------------------------

CERTIFICATION: The undersigned certifies that he/she has read, understands and agrees to be bound by the Bid/Proposer provisions, including the accompanying Exhibits and other terms and conditions regarding sub-contractor utilization. The undersigned further certifies that he/she is legally authorized by the Bidder/Proposer to make the statement and representation in this Exhibit and that said statements and representations are true and correct to the best of his/her knowledge and belief. The undersigned understands and agrees that if any of the statements and representations are made by the Bidder/Proposer knowing them to be false, or if there is a failure of the intentions, objectives and commitments set forth herein, then in any such event the Contractor's acts or failure to act, as the case may be, shall constitute a material breach of the contract, entitling the County to terminate the Contract for default. The right to so terminate shall be in addition to, and in lieu of, any other rights and remedies the County may have for other defaults under the contract.

By submitting this form, it is understood that every firm listed as a subcontractor has been properly notified and will participate.

Signature: _____ **Title:** _____

Business or Corporate Name: _____

Address: _____

Telephone: () _____

Fax Number: () _____

Email Address: _____

UTILIZATION REPORT – Post Award

The awarded vendor(s) are required to report **all** payments to the prime contractor, subcontractors and sub-consultants (if applicable) during the project using the B2GNow software program. This requirement will be further explained by the Office of Contract Compliance upon determination of all awarded contracts.

EXHIBIT H

INSURANCE AND RISK MANAGEMENT FORMS

Insurance and Risk Management Provisions

Aging Services

The following is the minimum insurance and limits that the Contractor/Vendor must maintain. If the Contractor/Vendor maintains broader coverages and/or higher limits than the minimum shown below, Fulton County Government requires and shall be entitled to coverage for the higher limits maintained by the Contractor/Vendor.

It is Fulton County Government's practice to obtain Certificates of Insurance from our Contractors and Vendors. Insurance must be written by a licensed agent in a company licensed to write insurance in the State of Georgia, with an A.M. Best rating of at least A- X, subject to final approval by Fulton County. Respondents shall submit with the bid/proposal evidence of insurability satisfactory to Fulton County Government as to form and content. Either of the following forms of evidence is acceptable:

- A letter from an insurance carrier stating that upon your firm/company being the successful Bidder/Respondent that a Certificate of Insurance shall be issued in compliance with the Insurance and Risk Management Provisions outlined below.
- A Certificate of Insurance complying with the Insurance and Risk Management Provisions outlined below (Request for Bid/Proposal number and Scope of Services must appear on the Certificate of Insurance).
- A combination of specific policies written with an umbrella policy covering liabilities in excess of the required limits is acceptable to achieve the applicable insurance coverage levels.

Proof of insurance must be provided to Fulton County Government prior to the start of any activities/services as described in the bid document(s). Any and all Insurance Coverage(s) and Bonds required under the terms and conditions of the contract shall be maintained during the entire length of the contract, including any extensions or renewals thereto, and until all work has been completed to the satisfaction of Fulton County Government.

Accordingly the Respondent shall provide a certificate evidencing the following:

1. WORKERS COMPENSATION/EMPLOYER'S LIABILITY INSURANCE – STATUTORY (In compliance with the Georgia Workers Compensation Acts and any other State or Federal Acts or Provisions in which jurisdiction may be granted)

Employer's Liability Insurance	BY ACCIDENT	EACH ACCIDENT	\$500,000
Employer's Liability Insurance	BY DISEASE	POLICY LIMIT	\$500,000
Employer's Liability Insurance	BY DISEASE	EACH EMPLOYEE	\$500,000

2. COMMERCIAL GENERAL LIABILITY INSURANCE (Including contractual Liability Insurance)

Bodily Injury and Property Damage Liability (Other than Products/Completed Operations)	Each Occurrence	\$1,000,000
	General Aggregate	\$2,000,000
Products\Completed Operation	Aggregate Limit	\$2,000,000

Personal and Advertising Injury	Limits	\$1,000,000
Damage to Rented Premises	Limits	\$100,000

3. BUSINESS AUTOMOBILE LIABILITY INSURANCE

Bodily Injury & Property Damage Each Occurrence \$1,000,000
 (Including operation of non-owned, owned, and hired automobiles)

4. UMBRELLA LIABILITY Each Occurrence \$1,000,000
 (In excess of above noted coverages)

5. PROFESSIONAL E&O LIABILITY per Claim/Aggregate \$2,000,000/\$2,000,000
 *Extended Reporting Period minimum 3 Years

Certificates of Insurance

Contractor/Vendor shall provide written notice to Fulton County Government immediately if it becomes aware of or receives notice from any insurance company that coverage afforded under such policy or policies shall expire, be cancelled or altered. Certificates of Insurance are to list Fulton County Government, its' Officials, Officers and Employees as an Additional Insured (except for Workers' Compensation and Professional Liability), using ISO Additional Insured Endorsement form CG 20 10 (11/85) version, its' equivalent or on a blanket basis.

This insurance shall apply as Primary Insurance before any other insurance or self-insurance, including any deductible, non-contributory, and Waiver of Subrogation provided in favor of Fulton County.

Additional Insured under the General Liability, Auto Liability, Umbrella Policies (with exception of Workers Compensation and Professional Liability), with no Cross Suits exclusion.

If Fulton County Government shall so request, the Respondent, Contractor or Vendor will furnish the County for its inspection and approval such policies of insurance with all endorsements, or confirmed specimens thereof certified by the insurance company to be true and correct copies.

Such certificates and notices **must** identify the "Certificate Holder" as follows:

Fulton County Government – Purchasing and Contract Compliance Department
 130 Peachtree Street, S.W.
 Suite 1168
 Atlanta, Georgia 30303-3459

Certificates **must** list Project Name (where applicable).

Important:

It is understood that neither failure to comply nor full compliance with the foregoing insurance requirements shall limit or relieve the Contractor/Vendor from any liability incurred as a result of their activities/operations in conjunction with the Contract and/or Scope of Work.

USE OF PREMISES

Contractor/Vendor shall confine its apparatus, the storage of materials and the operations of its workers to limits/requirements indicated by law, ordinance, permits and any restrictions of Fulton County Government and shall not unreasonably encumber the premises with its materials (Where Applicable).

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

Professional Services Indemnification. With respect to liability, damages, costs, expenses (including reasonable attorney's fees and expenses incurred by any of them), claims, suits and judgments that arise or are alleged to arise out of the Consultant/Contractor's acts, errors, or omissions in the performance of professional services, the Consultant/Contractor shall indemnify, release, and hold harmless Fulton County, its Commissioners and their respective officers, members, employees and agents (each, hereinafter referred to as an "Indemnified Person"), from and against liability, damages, costs, expenses (including reasonable attorney's fees and expenses incurred by any of them), claims, suits and judgments only to the extent such liability is caused by the negligence of the Consultant/Contractor in the delivery of the Work under this Agreement, but such indemnity is limited to those liabilities caused by a Negligent Professional Act, as defined below. This indemnification survives the termination of this Agreement and shall also survive the dissolution or to the extent allowed by law, the bankruptcy of Consultant/Contractor.

For the purposes of the Professional Services Indemnity above, a "Negligent Professional Act" means a negligent act, error, or omission in the performance of Professional Services (or by any person or entity, including joint ventures, for whom Consultant/Contractor is liable) that causes liability and fails to meet the applicable professional standard of care, skill and ability under similar conditions and like surrounding circumstances, as is ordinarily employed by others in their profession.

Consultant/Contractor obligation to indemnify and hold harmless, as set forth hereinabove, shall also include, but is not limited to, any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or other actual or alleged unfair competition disparagement of product or service, or other tort or any type whatsoever, or any actual or alleged violation of trade regulations.

Consultant/Contractor further agrees to indemnify and hold harmless Fulton County, its Commissioners, officers, employees, subcontractors, successors, assigns and agents from and against any and all claims or liability for compensation under the Worker's Compensation Act, Disability Benefits Act, or any other employee benefits act arising out of injuries sustained by any employees of Consultant/Contractor. These indemnities shall not be limited by reason of the listing of any insurance coverage.

PROTECTION OF PROPERTY

Contractor/Vendor will adequately protect its own work from damage, will protect Fulton County Government's property from damage or loss and will take all necessary precautions during the progress of the work to protect all persons and the property of others from damage or loss.

Contractor/Vendor shall take all necessary precautions for the safety of employees of the work and shall comply with all applicable provisions of the Federal, State and local safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to the premises where work is being performed.

Contractor/Vendor shall erect and properly maintain at all times as required by the conditions and progress of the work, all necessary safeguards for the protection of its employees, Fulton County Government employees and the public and shall post all applicable signage and other warning devices to protect against potential hazards for the work being performed (Where Applicable).

CONTRACTOR/VENDOR ACKNOWLEDGES HAVING READ, UNDERSTANDING, AND AGREEING TO COMPLY WITH THE AFOREMENTIONED STATEMENTS, AND THE REPRESENTATIVE OF THE CONTRACTOR/VENDOR IDENTIFIED BELOW IS AUTHORIZED TO SIGN CONTRACTS ON BEHALF OF THE RESPONDING CONTRACTOR/VENDOR.

COMPANY: South Fulton Senior Services, Inc. SIGNATURE: Carol D Rutherford

NAME: Carol Dianne Rutherford TITLE: Executive Director

DATE: 7/18/2022



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/23/2022

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 Gillman Insurance Problem Solvers 11175 Cicero Drive Building 200, Suite 575 Alpharetta GA 30022	CONTACT NAME: Eric Whitt PHONE (A/C, No, Ext): (678) 297-7977 FAX (A/C, No): (678) 297-9575 E-MAIL ADDRESS: eric@gillmanins.com
INSURER(S) AFFORDING COVERAGE	
INSURER A: Alliance of Nonprofits for Insurance	NAIC # 10023
INSURER B: Technology Insurance Co	42376
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 7/1/22-23 MASTER **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	2022-21429	07/01/2022	07/01/2023	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
A	<input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	2022-21429	07/01/2022	07/01/2023	MED EXP (Any one person) \$ 20,000
							PERSONAL & ADV INJURY \$ 1,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	2022-21429-UMB	07/01/2022	07/01/2023	GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		TWC4123981	07/01/2022	07/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							Medical payments \$ 5,000
							EACH OCCURRENCE \$ 4,000,000
							AGGREGATE \$ 4,000,000
							\$
							<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)

ADDITIONAL INSURED ENTITIES: Fulton County Government, its' Officials, Officers and Employees as Additional Insured

RE: #22RFP035A-CJC - Case Management - Senior Center Management - Volunteer Service Bundle

CERTIFICATE HOLDER**CANCELLATION**

Fulton County Government - Purchasing & Contract Compliance
 Department 130 Peachtree
 Street, SW Suite 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

© 1988-2015 ACORD CORPORATION. All rights reserved.

AGENCY CUSTOMER ID: 00006866

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page _____ of _____

AGENCY Gillman Insurance Problem Solvers		NAMED INSURED South Fulton Senior Services, Inc.	
POLICY NUMBER 		EFFECTIVE DATE: 	
CARRIER 	NAIC CODE 		

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(s) ANI-RRG-E25 12 15 , CG 20 10 04 13, CG 20 11 04 13, CG 20 12 04 13, CG 20 18 04 13, CG 20 20 11 85, CG 20 21 07 98, CG 20 26 04 13, CG 20 34 04 13. Coverage is provided on a primary, non-contributory basis per form(s) ANI-RRG-E02 01 17 and ANI-RRG-E61 02 17. Products, completed operations included per form CG 20 37 04 13.

A Waiver of Subrogation is also included for GENERAL LIABILITY when required by written contract or agreement per form(s) ANI-RRG-E26 04 17.

Umbrella is following form

****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:**

<http://www.gainsurance.org/Agents/CertificatesofInsurance.aspx>

FAILURE TO COMPLY WITH REGULATIONS COULD RESULT IN FINES UP TO \$5,000 PER VIOLATION.

POLICY NUMBER: 2022-21429
Named Insured: South Fulton Senior Services, Inc.

COMMERCIAL GENERAL LIABILITY
CG 20 11 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – MANAGERS OR LESSORS OF PREMISES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designation Of Premises (Part Leased To You):
Name Of Person(s) Or Organization(s) (Additional Insured): Any person or organization acting as a manager or lessor of a covered premises that you are required to name as an additional insured on this policy, under a written contract, lease or agreement currently in effect, or becoming effective during the term of this policy.
Additional Premium: Included
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
2. Structural alterations, new construction or demolition operations performed by or on behalf of the person(s) or organization(s) shown in the Schedule.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

POLICY NUMBER: 2022-21429
Named Insured: South Fulton Senior Services, Inc.

COMMERCIAL GENERAL LIABILITY
CG 20 26 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
1. In the performance of your ongoing operations; or
 2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED
PRIMARY AND NON-CONTRIBUTORY ENDORSEMENT
FOR PUBLIC ENTITIES**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. SECTION II – WHO IS AN INSURED is amended to include any public entity as an additional insured for whom you are performing operations when you have agreed in a written contract or written agreement that such public entity be added as an additional insured(s) on your policy, but only with respect to liability for “bodily injury”, “property damage” or “personal and advertising injury” caused, in whole or in part, by:

1. Your negligent acts or omissions; or
2. The negligent acts or omissions of those acting on your behalf; in the performance of your ongoing operations.

No such public entity is an additional insured for liability arising out of the “products-completed operations hazard” or for liability arising out of the sole negligence of that public entity.

B. With respect to the insurance afforded to these additional insured(s), the following additional exclusions apply.

This insurance does not apply to “bodily injury” or “property damage” occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of “your work” out of which injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. The following is added to **SECTION III – LIMITS OF INSURANCE:**

The limits of insurance applicable to the additional insured(s) are those specified in the written contract between you and the additional insured(s), or the limits available under this policy, whichever are less. These limits are part of and not in addition to the limits of insurance under this policy.

D. With respect to the insurance provided to the additional insured(s), **Condition 4. Other Insurance** of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** is replaced by the following:

4. Other Insurance

a. Primary Insurance

This insurance is primary if you have agreed in a written contract or written agreement:

- (1) That this insurance be primary. If other insurance is also primary, we will share with all that other insurance as described in **c.** below; or
- (2) The coverage afforded by this insurance is primary and non-contributory with the additional insured(s)' own insurance.

Paragraphs (1) and (2) do not apply to other insurance to which the additional insured(s) has been added as an additional insured or to other insurance described in paragraph **b.** below.

b. Excess Insurance

This insurance is excess over:

1. Any of the other insurance, whether primary, excess, contingent or on any other basis:
 - (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
 - (b) That is fire, lightning, or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;
 - (c) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises temporarily occupied by you with permission of the owner; or
 - (d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE.**
 - (e) Any other insurance available to an additional insured(s) under this Endorsement covering liability for damages which are subject to this endorsement and for which the additional insured(s) has been added as an additional insured by that other insurance.
- (1) When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the additional insured(s) against any "suit" if any other insurer has a duty to defend the additional insured(s) against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the additional insured(s)' rights against all those other insurers.
- (2) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:
 - (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
 - (b) The total of all deductible and self-insured amounts under all that other insurance.
- (3) We will share the remaining loss, if any, with any other insurance that is not described in this **Excess Insurance** provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Methods of Sharing

If all of the other insurance available to the additional insured(s) permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any other the other insurance available to the additional insured(s) does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.



NAMED INSURED: South Fulton Senior Services, Inc.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - DESIGNATED PERSON
OR ORGANIZATION -
FOOD CONTRIBUTIONS OR CLIENT REFERRALS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy, in consideration of food contributions or client referrals you receive from them.

- A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
1. In the performance of your ongoing operations; or
 2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less. This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

POLICY NUMBER: 2022-21429

Named Insured: South Fulton Senior Services, Inc.

COMMERCIAL GENERAL LIABILITY

CG 20 37 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.	All insured premises and operations.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

Policy Number 2022-21429

COMMERCIAL GENERAL LIABILITY
CG 25 04 05 09

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED LOCATION(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Location(s):	Any "location" owned by or rented to the Named Insured.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** – Coverage **A**, and for all medical expenses caused by accidents under Section **I** – Coverage **C**, which can be attributed only to operations at a single designated "location" shown in the Schedule above:
 - 1. A separate Designated Location General Aggregate Limit applies to each designated "location", and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 - 2. The Designated Location General Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage **C** regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
 - 3. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Designated Location General Aggregate Limit for that designated "location". Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Location General Aggregate Limit for any other designated "location" shown in the Schedule above.
 - 4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Location General Aggregate Limit.

- B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** – Coverage **A**, and for all medical expenses caused by accidents under Section **I** – Coverage **C**, which cannot be attributed only to operations at a single designated "location" shown in the Schedule above:
1. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
 2. Such payments shall not reduce any Designated Location General Aggregate Limit.
- C.** When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Location General Aggregate Limit.
- D.** For the purposes of this endorsement, the **Definitions** Section is amended by the addition of the following definition:
- "Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.
- E.** The provisions of Section **III** – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

Policy Number 2022-21429

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – CHARITABLE INSTITUTIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

WHO IS AN INSURED (Section II) is amended to include as an insured:

1. Your members but only with respect to their liability for your activities or activities they perform on your behalf; and
2. Your trustees or members of the board of governors while acting within the scope of their duties as such on your behalf.

POLICY NUMBER: 2022-21429
Named Insured: South Fulton Senior Services, Inc.

COMMERCIAL GENERAL LIABILITY
CG 20 34 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - LESSOR OF LEASED
EQUIPMENT - AUTOMATIC STATUS WHEN
REQUIRED IN LEASE AGREEMENT WITH YOU**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured any person(s) or organization(s) from whom you lease equipment when you and such person(s) or organization(s) have agreed in writing in a contract or agreement that such person(s) or organization(s) be added as an additional insured on your policy. Such person(s) or organization(s) is an insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

- B.** With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.
- C.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement you have entered into with the additional insured; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

POLICY NUMBER: 2022-21429
 Named Insured: South Fulton Senior Services, Inc.

COMMERCIAL GENERAL LIABILITY
 CG 20 18 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – MORTGAGEE, ASSIGNEE OR RECEIVER

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Person(s) Or Organization(s)	Designation Of Premises
Any person or organization acting as mortgagee, assignee, or receiver with respect to locations scheduled on the policy.	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of the premises by you and shown in the Schedule.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

POLICY NUMBER: 2022-21429
 Named Insured: South Fulton Senior Services, Inc.

COMMERCIAL GENERAL LIABILITY
 CG 20 10 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.	All insured premises and operations.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- C. With respect to the insurance afforded to these additional insureds, the following is added to

Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

POLICY NUMBER: 2022-21429
Named Insured: South Fulton Senior Services, Inc.

COMMERCIAL GENERAL LIABILITY
CG 20 12 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – STATE OR GOVERNMENTAL AGENCY OR SUBDIVISION OR POLITICAL SUBDIVISION – PERMITS OR AUTHORIZATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

<p>State Or Governmental Agency Or Subdivision Or Political Subdivision:</p> <p>Any state or political subdivision that issues a permit or authorization to the named insured.</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

A. Section II – Who Is An Insured is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

However:

- a. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

2. This insurance does not apply to:
 - a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
 - b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – VOLUNTEER WORKERS

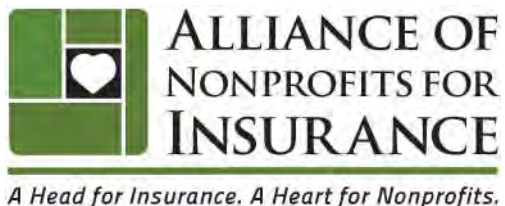
This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Section II – Who Is An Insured is amended to include as an insured any person(s) who are volunteer worker(s) for you, but only while acting at the direction of, and within the scope of their duties for you. However, none of these volunteer worker(s) are insureds for:

1. "Bodily injury" or "personal and advertising injury":
 - a. To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to your other volunteer worker(s) or to your "employees" arising out of and in the course of their duties for you;
 - b. To the spouse, child, parent, brother or sister of your volunteer worker(s) or your "employees" as a consequence of Paragraph **1.a.** above;

- c. For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs **1.a.** or **b.** above; or
 - d. Arising out of his or her providing or failing to provide professional health care services.
2. "Property damage" to property:
 - a. Owned, occupied, or used by,
 - b. Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose byyou, any of your other volunteer workers, your "employees", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).



Policy Number 2022-21429

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
SOCIAL SERVICE PROFESSIONAL LIABILITY COVERAGE FORM

Where you are so required in a written contract or agreement currently in effect or becoming effective during the term of this policy, we waive any right of recovery we may have against that person or organization because of payments we make for injury or damage.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY -
FOR DESIGNATED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

SOCIAL SERVICE PROFESSIONAL LIABILITY COVERAGE FORM

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.

Section II — Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "damages" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf in the performance of your ongoing operations.

The insurance extended by this endorsement is primary coverage when you have so agreed in a written contract or agreement and will be considered non-contributory with the additional insured(s) own insurance.



**FULTON
COUNTY**

CONTRACT DOCUMENTS FOR

22RFP035A-CJC

Aging Services

For

Department of Senior Services

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CONTRACT AGREEMENT

Consultant: Senior Services North Fulton, Inc.

Contract No.: 22RFP035A-CJC, Aging Services

Address: 11381 Southbridge Parkway
City, State Alpharetta, GA 30022

Telephone: (770) 993-1906-ext.237

Email: rharlow@ssnorthfulton.org

Contact: Ron Harlow
Executive Director

This Agreement made and entered into effective the 1st day of January, 2023 by and between **FULTON COUNTY, GEORGIA**, a political subdivision of the State of Georgia, hereinafter referred to as “**County**”, and **SENIOR SERVICES NORTH FULTON** hereinafter referred to as “**Consultant**”, authorized to transact business in the State of Georgia.

WITNESSETH

WHEREAS, County through its Department of Senior Services hereinafter referred to as the “**Department**”, desires to retain a qualified and experienced Consultant to provide Case Management, Senior Center Management and Volunteer Services in the three geographic services areas: South Fulton, Central Fulton and North Fulton, hereinafter, referred to as the “**Project**”.

WHEREAS, Consultant has represented to County that it is experienced and has qualified and local staff available to commit to the Project and County has relied upon such representations.

NOW THEREFORE, for and in consideration of the mutual covenants contained herein, and for other good and valuable consideration, County and Consultant agree as follows:

ARTICLE 1. CONTRACT DOCUMENTS

County hereby engages Consultant, and Consultant hereby agrees, to perform the services hereinafter set forth in accordance with this Agreement, consisting of the following contract documents:

- I. Form of Agreement;
- II. Addenda;
- III. Exhibit A: General Conditions;

- IV. Exhibit B: Special Conditions [where applicable];
- V. Exhibit C: Scope of Work
- VI. Exhibit D: Project Deliverables;
- VII. Exhibit E: Compensation;
- VIII. Exhibit F: Purchasing Forms
- IX. Exhibit G: Office of Contract Compliance Forms;
- X. Exhibit H: Insurance and Risk Management Forms

The foregoing documents constitute the entire Agreement of the parties pertaining to the Project hereof and is intended as a complete and exclusive statement of promises, representations, discussions and agreements oral or otherwise that have been made in connection therewith. No modifications or amendment to this Agreement shall be binding upon the parties unless the same is in writing, conforms to Fulton County Purchasing Code §102-420 governing change orders, is signed by the County's and the Consultant's duly authorized representatives, and entered upon the meeting minutes of the Fulton County Board of Commissioners.

If any portion of the Contract Documents shall be in conflict with any other portion, the various documents comprising the Contract Documents shall govern in the following order of precedence: 1) the Agreement, 2) the RFP, 3) any Addenda, 4) change orders, 5) the exhibits, and 6) portions of Consultant's proposal that was accepted by the County and made a part of the Contract Documents.

The Agreement was approved by the Fulton County Board of Commissioners on December 21, 2022, Item#22-0988.

ARTICLE 2. SEVERABILITY

If any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement, which shall remain in full force and effect, and enforceable in accordance with its terms.

ARTICLE 3. DESCRIPTION OF PROJECT

County and Consultant agree the Project is to perform Aging Services. All exhibits referenced in this agreement are incorporated by reference and constitute an integral part of this Agreement as if they were contained herein.

ARTICLE 4. SCOPE OF WORK

Unless modified in writing by both parties in the manner specified in the agreement, duties of Consultant shall not be construed to exceed those services specifically set forth herein. Consultant agrees to provide all services, products, and data and to perform all tasks described in Exhibit C, Scope of Work.

ARTICLE 5. **DELIVERABLES**

Consultant shall deliver to County all reports prepared under the terms of this Agreement that are specified in Exhibit D, Project Deliverables. Consultant shall provide to County all deliverables specified in Exhibit D, Project Deliverables. Deliverables shall be furnished to County by Consultant in a media of form that is acceptable and usable by County at no additional cost at the end of the project.

ARTICLE 6. **SERVICES PROVIDED BY COUNTY**

Consultant shall gather from County all available non-privileged data and information pertinent to the performance of the services for the Project. Certain services as described in Exhibit C, Scope of Work, if required, will be performed and furnished by County in a timely manner so as not to unduly delay Consultant in the performance of said obligations. County shall have the final decision as to what data and information is pertinent.

County will appoint in writing a County authorized representative with respect to work to be performed under this Agreement until County gives written notice of the appointment of a successor. The County's authorized representative shall have complete authority to transmit instructions, receive information, and define County's policies, consistent with County rules and regulations. Consultant may rely upon written consents and approvals signed by the County's authorized representative that are consistent with County rules and regulations.

ARTICLE 7. **MODIFICATIONS**

If during the course of performing the Project, County and Consultant agree that it is necessary to make changes in the Project as described herein and referenced exhibits, such changes will be incorporated by written amendments in the form of Change Orders to this Agreement. Any such Change Order and/or supplemental agreement shall not become effective or binding unless approved by the Board of Commissioners and entered on the minutes. Such modifications shall conform to the requirements of Fulton County Purchasing Code §102-420 which is incorporated by reference herein.

ARTICLE 8. **SCHEDULE OF WORK**

Consultant shall not proceed to furnish such services and County shall not become obligated to pay for same until a written authorization to proceed (Notice to Proceed) has been sent to Consultant from County. The Consultant shall begin work under this Agreement no later than five (5) days after the effective date of notice to proceed.

ARTICLE 9. CONTRACT TERM

The period of this Agreement shall consist of a series of Terms as defined below. The County is obligated only to pay such compensation under this Agreement as may lawfully be made from funds budgeted and appropriated for that purpose during the County's then current fiscal year.

a. Commencement Term

The "Commencement Term" of this Agreement shall begin on the 1st day of January 2023, the starting date, and shall end absolutely and without further obligation on the part of the county on the 31st day of December 2023. The Commencement Term shall be subject to events of termination and the County's termination rights that are described elsewhere in this Agreement. Notwithstanding anything contained in this Agreement, the County's obligation to make payments provided under this Agreement shall be subject to the County's annual appropriations of funds for the goods, services, materials, property and/or supplies procured under this Agreement by the County's governing body and such obligation shall not constitute a pledge of the County's full faith and credit within the meaning of any constitutional debt limitation.

b. Renewal Terms

Unless the terms of this Agreement are fulfilled with no further obligation of the part of either party on or before the final date of the Commencement Term as stated above, or unless an event of termination as defined within this Agreement occurs during the Commencement Term, this Agreement may be renewed at the written option of the County upon the approval of the County Board of Commissioners for four (4) one-year ("Renewal Terms"). However, no Renewal Term of this Agreement shall be authorized nor shall any Renewal Term of this Agreement commence unless and until each Renewal Term has first been approved in writing by the County Board of Commissioners for the calendar year of such Renewal Term. If approved by the County Board of Commissioners, the First Renewal Term shall begin on the 1st day of January, 2024 and shall end no later than the 31st day of December, 2024. If approved by the County Board of Commissioners, the Second Renewal Term shall begin on the 1st day of January, 2025 and shall end no later than the 31st day of December, 2025. If approved by the County Board of Commissioners, the Third Renewal Term shall begin on the 1st day of January, 2026 and shall end no later than the 31st day of December, 2026. If approved by the County Board of Commissioners, the Fourth Renewal Term shall begin on the 1st day of January, 2027 and shall end no later than the 31st day of December, 2027.

If the County chooses not to exercise any Renewal Term as provided in this Section, then the Term of this Agreement then in effect shall also be

deemed the “Ending Term” with no further obligation on the party of either party.

c. Term Subject to Events of Termination

All “Terms” as defined within this Section are subject to the section of this Agreement which pertain to events of termination and the County’s rights upon termination.

d. Same Terms

Unless mutually agreed upon in writing by the parties, or otherwise indicated herein, all provisions and conditions of any Renewal Term shall be exactly the same as those contained within in this Agreement.

e. Statutory Compliance Regarding Purchase Contracts.

The parties intend that this Agreement shall, and this Agreement shall operate in conformity with and not in contravention of the requirements of O.C.G.A. § 36-60-13, as applicable, and in the event that this Agreement would conflict therewith, then this Agreement shall be interpreted and implemented in a manner consistent with such statute.

ARTICLE 10. COMPENSATION

Compensation for work performed by Consultant on Project shall be in accordance with the payment provisions and compensation schedule, attached as Exhibit E, Compensation.

The total contract amount for the Project shall not exceed \$1,779,844.50(One Million Seven Hundred Seventy Nine Thousand Eight Hundred Forty Four Dollars and Fifty Cents), which is full payment for a complete scope of work.

ARTICLE 11. PERSONNEL AND EQUIPMENT

Consultant shall designate in writing a person(s) to serve as its authorized representative(s) who shall have sole authority to represent Consultant on all manners pertaining to this contract.

Consultant represents that it has secured or will secure, at its’ own expense, all equipment and personnel necessary to complete this Agreement, none of whom shall be employees of or have any contractual relationship with County. All of the services required hereunder will be performed by Consultant under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under law to perform such services.

Written notification shall be immediately provided to County upon change or severance of any of the authorized representative(s), listed key personnel or sub-consultant performing services on this Project by Consultant. No changes or substitutions shall be permitted in Consultant's key personnel or sub-consultant as set forth herein without the prior written approval of the County. Requests for changes in key personnel or sub-consultants will not be unreasonably withheld by County.

ARTICLE 12. SUSPENSION OF WORK

Suspension Notice: The County may by written notice to the Consultant, suspend at any time the performance of all or any portion of the services to be performed under this Agreement. Upon receipt of a suspension notice, the Consultant must, unless the notice requires otherwise:

- 1) Immediately discontinue suspended services on the date and to the extent specified in the notice;
- 2) Place no further orders or subcontracts for material, services or facilities with respect to suspended services, other than to the extent required in the notice; and
- 3) Take any other reasonable steps to minimize costs associated with the suspension.

Notice to Resume: Upon receipt of notice to resume suspended services, the Consultant will immediately resume performance under this Agreement as required in the notice.

ARTICLE 13. DISPUTES

Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the County. The representative shall reduce the decision to writing and mail or otherwise furnish a copy thereof to the Consultant. The Consultant shall have 30 days from date the decision is sent to appeal the decision to the County Manager or his designee by mailing or otherwise furnishing to the County Manager or designee, copy of the written appeal. The decision of the County Manager or his designee for the determination of such appeal shall be final and conclusive. Pending any final decision of a dispute hereunder, Consultant shall proceed diligently with performance of the Agreement and in accordance with the decision of the County's designated representative.

ARTICLE 14. TERMINATION OF AGREEMENT FOR CAUSE

- (1) Either County or Consultant may terminate work under this Agreement in the event the other party fails to perform in accordance with the provisions

of the Agreement. Any party seeking to terminate this Agreement is required to give thirty (30) days prior written notice to the other party.

- (2) Notice of termination shall be delivered by certified mail with receipt for delivery returned to the sender.
- (3) **TIME IS OF THE ESSENCE** and if the Consultant refuses or fails to perform the work as specified in Exhibit C, Scope of Work and maintain the scheduled level of effort as proposed, or any separable part thereof, with such diligence as will insure completion of the work within the specified time period, or any extension or tolling there of, or fails to complete said work within such time. The County may exercise any remedy available under law or this Agreement. Failure to maintain the scheduled level of effort as proposed or deviation from the aforesaid proposal without prior approval of County shall constitute cause for termination
- (4) The County may, by written notice to Consultant, terminate Consultant's right to proceed with the Project or such part of the Project as to which there has been delay. In such event, the County may take over the work and perform the same to completion, by contract or otherwise, and Consultant shall be required to provide all copies of finished or unfinished documents prepared by Consultant under this Agreement to the County as stated in Exhibit D, "Project Deliverables".
- (5) Consultant shall be entitled to receive compensation for any satisfactory work completed on such documents as reasonably determined by the County.
- (6) Whether or not the Consultant's right to proceed with the work has been terminated, the Consultant shall be liable for any damage to the County resulting from the Consultant's refusal or failure to complete the work within the specified time period, and said damages shall include, but not be limited to, any additional costs associated with the County obtaining the services of another Consultant to complete the project.

ARTICLE 15. TERMINATION FOR CONVENIENCE OF COUNTY

Notwithstanding any other provisions, the County may terminate this Agreement for its convenience at any time by a written notice to Consultant. If the Agreement is terminated for convenience by the County, as provided in this article, Consultant will be paid compensation for those services actually performed. Partially completed tasks will be compensated for based on a signed statement of completion to be submitted by Consultant which shall itemize each task element and briefly state what work has been completed and what work remains to be done.

If, after termination, it is determined that the Consultant was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the government.

ARTICLE 16. WAIVER OF BREACH

The waiver by either party of a breach or violation of any provision of this Agreement, shall not operate or be construed to be, a waiver of any subsequent breach or violation of the same or other provision thereof.

ARTICLE 17. INDEPENDENT CONSULTANT

Consultant shall perform the services under this Agreement as an independent Consultant and nothing contained herein shall be construed to be inconsistent with such relationship or status. Nothing in this Agreement shall be interpreted or construed to constitute Consultant or any of its agents or employees to be the agent, employee or representative of County.

ARTICLE 18. PROFESSIONAL RESPONSIBILITY

Consultant represents that it has, or will secure at its own expenses, all personnel appropriate to perform all work to be completed under this Agreement;

All the services required hereunder will be performed by Consultant or under the direct supervision of Consultant. All personnel engaged in the Project by Consultant shall be fully qualified and shall be authorized or permitted under applicable State and local law to perform such services.

None of the work or services covered by this Agreement shall be transferred, assigned, or subcontracted by Consultant without the prior written consent of the County.

ARTICLE 19. COOPERATION WITH OTHER CONSULTANTS

Consultant will undertake the Project in cooperation with and in coordination with other studies, projects or related work performed for, with or by County's employees, appointed committee(s) or other Consultants. Consultant shall fully cooperate with such other related Consultants and County employees or appointed committees. Consultant shall provide within his schedule of work, time and effort to coordinate with other Consultants under contract with County. Consultant shall not commit or permit any act, which will interfere with the performance of work by any other consultant or by County employees. Consultant shall not be liable or responsible for the delays of third parties not under its control nor affiliated with the Consultant in any manner.

ARTICLE 20. **ACCURACY OF WORK**

Consultant shall be responsible for the accuracy of his work and shall promptly correct its errors and omissions without additional compensation. Acceptance of the work by the County will not relieve Consultant of the responsibility of subsequent corrections of any errors and the clarification of any ambiguities. Consultant shall prepare any plans, report, fieldwork, or data required by County to correct its errors or omissions. The above consultation, clarification or correction shall be made without added compensation to Consultant. Consultant shall give immediate attention to these changes so there will be a minimum of delay to others.

ARTICLE 21. **REVIEW OF WORK**

Authorized representatives of County may at all reasonable times review and inspect Project activities and data collected under this Agreement and amendments thereto. All reports, drawings, studies, specifications, estimates, maps and computations prepared by or for Consultant, shall be available to authorized representatives of County for inspection and review at all reasonable times in the main office of County. Acceptance shall not relieve Consultant of its professional obligation to correct, at its expense, any of its errors in work. County may request at any time and Consultant shall produce progress prints or copies of any work as performed under this Agreement. Refusal by Consultant to submit progress reports and/or plans shall be cause for County, without any liability thereof, to withhold payment to consultant until Consultant complies with County's request in this regard. County's review recommendations shall be incorporated into the plans by Consultant.

ARTICLE 22. **INDEMNIFICATION**

22.1 Professional Services Indemnification. With respect to liability, damages, costs, expenses (including reasonable attorney's fees and expenses incurred by any of them), claims, suits and judgments that arise or are alleged to arise out of the Consultant/Contractor's acts, errors, or omissions in the performance of professional services, the Consultant/Contractor shall indemnify, release, and hold harmless Fulton County, its Commissioners and their respective officers, members, employees and agents (each, hereinafter referred to as an "Indemnified Person"), from and against liability, damages, costs, expenses (including reasonable attorney's fees and expenses incurred by any of them), claims, suits and judgments only to the extent such liability is caused by the negligence of the Consultant/Contractor in the delivery of the Work under this Agreement, but such indemnity is limited to those liabilities caused by a Negligent Professional Act, as defined below. This indemnification survives the termination of this Agreement and shall also survive the dissolution or to the extent allowed by law, the bankruptcy of Consultant/Contractor.

For the purposes of the Professional Services Indemnity above, a "Negligent

Professional Act" means a negligent act, error, or omission in the performance of Professional Services (or by any person or entity, including joint ventures, for whom Consultant/Contractor is liable) that causes liability and fails to meet the applicable professional standard of care, skill and ability under similar conditions and like surrounding circumstances, as is ordinarily employed by others in their profession.

Consultant/Contractor obligation to indemnify and hold harmless, as set forth hereinabove, shall also include, but is not limited to, any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or other actual or alleged unfair competition disparagement of product or service, or other tort or any type whatsoever, or any actual or alleged violation of trade regulations.

Consultant/Contractor further agrees to indemnify and hold harmless Fulton County, its Commissioners, officers, employees, subcontractors, successors, assigns and agents from and against any and all claims or liability for compensation under the Worker's Compensation Act, Disability Benefits Act, or any other employee benefits act arising out of injuries sustained by any employees of Consultant/Contractor. These indemnities shall not be limited by reason of the listing of any insurance coverage.

22.2 Notice of Claim. If an Indemnified Person receives written notice of any claim or circumstance which could give rise to indemnified losses, the receiving party shall promptly give written notice to Consultant/Contractor, and shall use best efforts to deliver such written notice within ten (10) Business Days. The notice must include a copy of such written notice of claim, or, if the Indemnified Person did not receive a written notice of claim, a description of the indemnification event in reasonable detail and the basis on which indemnification may be due. Such notice will not stop or prevent an Indemnified Person from later asserting a different basis for indemnification. If an Indemnified Person does not provide this notice within the ten (10) Business Day period, it does not waive any right to indemnification except to the extent that Consultant/Contractor is prejudiced, suffers loss, or incurs additional expense solely because of the delay.

22.3 Defense. Consultant/Contractor, at Consultant/Contractor's own expense, shall defend each such action, suit, or proceeding or cause the same to be resisted and defended by counsel designated by the Indemnified Person and reasonably approved by Consultant/Contractor (provided that in all instances the County Attorney of Fulton County Georgia shall be acceptable, and, for the avoidance of doubt, is the only counsel authorized to represent the County). If any such action, suit or proceedings should result in final judgment against the Indemnified Person, Consultant/Contractor shall promptly satisfy and discharge such judgment or cause such judgment to be promptly satisfied and discharged. Within ten (10) Business Days after receiving written notice of the indemnification request, Consultant/Contractor shall acknowledge in writing

delivered to the Indemnified Person (with a copy to the County Attorney) that Consultant/Contractor is defending the claim as required hereunder.

22.4 Separate Counsel.

22.4.1 Mandatory Separate Counsel. In the event that there is any potential conflict of interest that could reasonably arise in the representation of any Indemnified Person and Consultant/Contractor in the defense of any action, suit or proceeding pursuant to Section 22.3 above or in the event that state or local law requires the use of specific counsel, (i) such Indemnified Person may elect in its sole and absolute discretion whether to waive such conflict of interest, and (ii) unless such Indemnified Person (and, as applicable, Consultant/Contractor) elects to waive such conflict of interest, or in any event if required by state or local law, then the counsel designated by the Indemnified Person shall solely represent such Indemnified Person and, if applicable, Consultant/Contractor shall retain its own separate counsel, each at Consultant/Contractor's sole cost and expense.

22.4.2 Voluntary Separate Counsel. Notwithstanding Consultant/Contractor's obligation to defend, where applicable pursuant to Section 22.3, a claim, the Indemnified Person may retain separate counsel to participate in (but not control or impair) the defense and to participate in (but not control or impair) any settlement negotiations, provided that for so long as Consultant/Contractor has complied with all of Consultant/Contractor's obligations with respect to such claim, the cost of such separate counsel shall be at the sole cost and expense of such Indemnified Person (provided that if Consultant/Contractor has not complied with all of Consultant/Contractor's obligations with respect to such claim, Consultant/Contractor shall be obligated to pay the cost and expense of such separate counsel). Consultant/Contractor may settle the claim without the consent or agreement of the Indemnified Person, unless the settlement (i) would result in injunctive relief or other equitable remedies or otherwise require the Indemnified Person to comply with restrictions or limitations that adversely affect or materially impair the reputation and standing of the Indemnified Person, (ii) would require the Indemnified Person to pay amounts that Consultant/Contractor or its insurer does not fund in full, (iii) would not result in the Indemnified Person's full and complete release from all liability to the plaintiffs or claimants who are parties to or otherwise bound by the settlement, or (iv) directly involves the County (in which case the County of Fulton County, Georgia shall be the only counsel authorized to represent the County with respect to any such settlement).

22.5 Survival. The provisions of this Article will survive any expiration or earlier termination of this Agreement and any closing, settlement or other similar event which occurs under this Agreement.

ARTICLE 23. CONFIDENTIALITY

Consultant agrees that its conclusions and any reports are for the confidential information of County and that it will not disclose its conclusions in whole or in part to any persons whatsoever, other than to submit its written documentation to County, and will only discuss the same with it or its authorized representatives, except as required under this Agreement to provide information to the public. Upon completion of this Agreement term, all documents, reports, maps, data and studies prepared by Consultant pursuant thereto and any equipment paid for by County as a result of this Agreement, shall become the property of the County and be delivered to the User Department's Representative.

Articles, papers, bulletins, reports, or other materials reporting the plans, progress, analyses, or results and findings of the work conducted under this Agreement shall not be presented publicly or published without prior approval in writing of County.

It is further agreed that if any information concerning the Project, its conduct results, or data gathered or processed should be released by Consultant without prior approval from County, the release of the same shall constitute grounds for termination of this Agreement without indemnity to Consultant, but should any such information be released by County or by Consultant with such prior written approval, the same shall be regarded as Public information and no longer subject to the restrictions of this Agreement.

ARTICLE 24. OWNERSHIP OF INTELLECTUAL PROPERTY AND INFORMATION

Consultant agrees that Fulton County is the sole owner of all information, data, and materials that are developed or prepared subject to this Agreement. Consultant or any sub-consultant is not allowed to use or sell any information subject to this contract for educational, publication, profit, research or any other purpose without the written and authorized consent of the County. All electronic files used in connection to this Agreement, which are by definition, any custom software files used in connection to this Agreement, (collectively, the "Software"), shall be turned over to the County for its use after termination hereof and Consultant shall have no interest of any kind in such electronic files. Any required licenses and fees for the Software or other required materials shall be purchased and/or paid for by Consultant and registered in the name of the County, if possible. The Software as defined hereunder, specifically excludes all software, documentation, information, and materials in which Consultant has pre-existing proprietary rights and/or has otherwise been licensed to Consultant prior to this Agreement, and any upgrades, updates, modifications or enhancements thereto. Consultant agrees to provide at no cost to County any upgrades to any software used in connection with this Agreement which may be subsequently developed or upgraded for a period of three (3) years from the date of completion of the work under the Agreement, except in the case of commercial Software

licensed to the County. Any information developed for use in connection with this Agreement may be released as public domain information by the County at its sole discretion.

ARTICLE 25. **COVENANT AGAINST CONTINGENT FEES**

Consultant warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees maintained by Consultant for the purpose of securing business and that Consultant has not received any non-County fee related to this Agreement without the prior written consent of County. For breach or violation of this warranty, County shall have the right to annul this Agreement without liability or at its discretion to deduct from the Contract Price or consideration the full amount of such commission, percentage, brokerage or contingent fee.

ARTICLE 26. **INSURANCE**

Consultant agrees to obtain and maintain during the entire term of this Agreement, all of the insurance required as specified in the Agreement documents, Exhibit H, Insurance and Risk Management Forms, with the County as an additional insured and shall furnish the County a Certificate of Insurance showing the required coverage. 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 27. **PROHIBITED INTEREST**

Section 27.01 **Conflict of interest:**

Consultant agrees that it presently has no interest and shall acquire no interest direct or indirect that would conflict in any manner or degree with the performance of its service hereunder. Consultant further agrees that, in the performance of the Agreement, no person having any such interest shall be employed.

Section 27.02 **Interest of Public Officials:**

No member, officer or employee of County during his tenure shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE 28. **SUBCONTRACTING**

Consultant 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 County.

ARTICLE 29. **ASSIGNABILITY**

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

ARTICLE 30. **ANTI-KICKBACK CLAUSE**

Salaries of engineers, surveyors, draftsmen, clerical and technicians performing work under this Agreement shall be paid unconditionally and not less often than once a month without deduction or rebate on any account except only such payroll deductions as are mandatory by law. Consultant hereby promises to comply with all applicable "Anti-Kickback" Laws, and shall insert appropriate provisions in all subcontracts covering work under this Agreement.

ARTICLE 31. **AUDITS AND INSPECTORS**

At any time during normal business hours and as often as County may deem necessary, Consultant shall make available to County and/or representatives of the County for examination all of its records with respect to all matters covered by this Agreement.

It shall also permit County and/or representative of the County to audit, examine and make copies, excerpts or transcripts from such records of personnel, conditions of employment and other data relating to all matters covered by this Agreement. Consultant's records of personnel, conditions of employment, and financial statements (hereinafter "Information") constitute trade secrets and are considered confidential and proprietary by Consultant. To the extent County audits or examines such Information related to this Agreement, County shall not disclose or otherwise make available to third parties any such Information without Consultant's prior written consent unless required to do so by a court order. Nothing in this Agreement shall be construed as granting County any right to make copies, excerpts or transcripts of such information outside the area covered by this Agreement without the prior written consent of Consultant. Consultant shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred on the Project and used in support of its proposal and shall make such material available at all reasonable times during the period of the Agreement and for eight years from the date of final payment under the Agreement, for inspection by County or any reviewing agencies and copies thereof shall be furnished upon request and at no additional cost to County. Consultant agrees that the provisions of this Article shall be included in any Agreements it may make with any sub-consultant, assignee or transferee.

ARTICLE 32. **ACCOUNTING SYSTEM**

Consultant shall have an accounting system, which is established, and maintaining in accordance with generally accepted accounting principles. Consultant must account for cost in a manner consistent with generally accepted accounting procedures, as approved by Fulton County.

ARTICLE 33. **VERBAL AGREEMENT**

No verbal agreement or conversation with any officer, agent or employee of County either before, during or after the execution of this Agreement, shall affect or modify any of the terms of obligations herein contained, nor shall such verbal agreement or conversation entitle Consultant to any additional payment whatsoever under the terms of this Agreement. All changes to this shall be in writing and the form of a change order in supplemental agreement, approved by the County, and entered on the Minutes of the Board of Commissioners.

ARTICLE 34. **NOTICES**

All notices shall be in writing and delivered in person or transmitted by certified mail, postage prepaid.

Notice to County, shall be addressed as follows:

Deputy Director
137 Peachtree Street, SW
Suite: G221
Atlanta, Georgia 30303
Telephone: 404-398-8825
Email: kweli.henry@fultoncountyga.gov
Attention: Kweli Rashied-Henry

With a copy to:

Department of Purchasing & Contract Compliance
Director
130 Peachtree Street, S.W. Suite 1168
Atlanta, Georgia 30303
Telephone: (404) 612-5800
Email: felicia.strong-whitaker@fultoncountyga.gov
Attention: Felicia Strong-Whitaker

Notices to Consultant shall be addressed as follows:

Senior Services North Fulton, Inc.
Executive Director
11381 southbridge Parkway
Alpharetta, GA 30022
Telephone: (770) 993-1906 ext. 237
Email: rharlow@ssnorthfulton.org
Attention: Ron Harlow

ARTICLE 35. **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.

ARTICLE 36. **EQUAL EMPLOYMENT OPPORTUNITY**

During the performance of this Agreement, Consultant agrees as follows:

Section 36.01 Consultant will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin;

Section 36.02 Consultant will, in all solicitations or advertisements for employees placed by, or on behalf of, Consultant state that all qualified applicants, will receive consideration for employment without regard to race, creed, color, sex or national origin;

Section 36.03 Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by the Agreement so that such provision will be binding upon each sub-consultant, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

ARTICLE 37. **FORCE MAJEURE**

Neither County nor Consultant shall be deemed in violation of this Agreement if either is prevented from performing its obligations hereunder for any reason

beyond its control, including but not limited to acts of God, civil or military authority, act of public enemy, accidents, fires, explosions, earthquakes, floods or catastrophic failures of public transportation, provided however, that nothing herein shall relieve or be construed to relieve Consultant from performing its obligations hereunder in the event of riots, rebellions or legal strikes.

ARTICLE 38. OPEN RECORDS ACT

The Georgia Open Records Act, O.C.G.A. Section 50-18-70 et seq., applies to this Agreement. The Consultant acknowledges that any documents or computerized data provided to the County by the Consultant may be subject to release to the public. The Consultant also acknowledges that documents and computerized data created or held by the Consultant in relation to the Agreement may be subject to release to the public, to include documents turned over to the County. The Consultant shall cooperate with and provide assistance to the County in rapidly responding to Open Records Act requests. The Consultant shall notify the County of any Open Records Act requests no later than 24 hours following receipt of any such requests by the Consultant. The Consultant shall promptly comply with the instructions or requests of the County in relation to responding to Open Records Act requests.

ARTICLE 39. CONSULTANT'S COMPLIANCE WITH ALL ASSURANCES OR PROMISES MADE IN RESPONSE TO PROCUREMENT

Where the procurement documents do not place a degree or level of service relating to the scope of work, M/FBE participation, or any other matter relating to the services being procured, should any Consultant submit a response to the County promising to provide a certain level of service for the scope of work, M/FBE participation, or any other matter, including where such promises or assurances are greater than what is required by the procurement documents, and should this response containing these promises or assurances be accepted by the County and made a part of the Contract Documents, then the degree or level of service promised relating to the scope of work, M/FBE participation, or other matter shall be considered to be a material part of the Agreement between the Consultant and the County, such that the Consultant's failure to provide the agreed upon degree or level of service or participation shall be a material breach of the Agreement giving the County just cause to terminate the Agreement for cause, pursuant to ARTICLE 14 of the Agreement.

ARTICLE 40. INVOICING AND PAYMENT

Consultant shall submit monthly invoices for work performed during the previous calendar month, 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 thirty (30) 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 Government
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.

County's Right to Withhold Payments: The County may withhold payments, not to exceed the total of two months' fees of the applicable SOW, for services that involve disputed costs, involve disputed audits, or are otherwise performed in an inadequate fashion. Payments withheld by the County will be released and paid to the Consultant when the services are subsequently performed adequately and on a timely basis, the causes for disputes are reconciled or any other remedies or actions stipulated by the County are satisfied. If there is a good faith dispute regarding a portion of an invoice, Consultant will notify County and detail the dispute before the invoice date. The County shall promptly pay any undisputed items contained in such invoices. Upon resolution of the dispute, any disputed amounts owed to Consultant will be promptly paid by County.

Payment of Sub-consultants/Suppliers: The Consultant must certify in writing that all sub-consultants of the Consultant and suppliers have been promptly paid for work and materials and previous progress payments received. In the event the prime Consultant is unable to pay sub-consultants or suppliers until it has received a progress payment from Fulton County, the prime Consultant shall pay all sub-consultants or supplier funds due from said progress payments within forty-eight (48) hours of receipt of payment from Fulton County and in no event later than fifteen days as provided for by State Law.

Acceptance of Payments by Consultant; Release. The acceptance by the Consultant of any payment for services under this Agreement will, in each instance, operate as, and be a release to the County from, all claim and liability to the Consultant for work performed or furnished for or relating to the service for which payment was accepted, unless the Consultant within five (5) days of its receipt of a payment, advises the County in writing of a specific claim it contends is not released by that payment.

ARTICLE 41. TAXES

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

ARTICLE 42. **PERMITS, LICENSES AND BONDS**

All permits and licenses necessary for the work shall be secured and paid for by the Consultant. If any permit, license or certificate expires or is revoked, terminated, or suspended as a result of any action on the part of the Consultant, the Consultant shall not be entitled to additional compensation or time.

ARTICLE 43. **NON-APPROPRIATION**

This Agreement states the total obligation of the County to the Consultant for the calendar year of execution. Notwithstanding anything contained in this Agreement, the obligation of the County to make payments provided under this Agreement shall be subject to annual appropriations of funds thereof by the governing body of the County and such obligation shall not constitute a pledge of the full faith and credit of the County within the meaning of any constitutional debt limitation. The Director of Finance shall deliver written notice to the Consultant in the event the County does not intend to budget funds for the succeeding Contract year.

Notwithstanding anything contained in this Agreement, if sufficient funds have not been appropriated to support continuation of this Agreement for an additional calendar year or an additional term of the Agreement, this Agreement shall terminate absolutely and without further obligation on the part of the County at the close of the calendar year of its execution and at the close of each succeeding calendar year of which it may be renewed, unless a shorter termination period is provided or the County suspends performance pending the appropriation of funds.

ARTICLE 44. **WAGE CLAUSE**

Consultant shall agree that in the performance of this Agreement the Consultant will comply with all lawful agreements, if any, which the Consultant had made with any association, union, or other entity, with respect to wages, salaries, and working conditions, so as not to cause inconvenience, picketing, or work stoppage.

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:

FULTON COUNTY, GEORGIA

DocuSigned by:
Robert L. Pitts
14E1B4AA5FCA44A...

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

CONSULTANT:

**SENIOR SERVICES NORTH
FULTON, INC.**

DocuSigned by:
Ron Harlow
8AF54A6EBD89461...

Ron Harlow
Executive Director

ATTEST:

DocuSigned by:
Tonya R. Grier
EEC476C4837648D...

Tonya R. Grier
Clerk to the Commission

ATTEST:

Secretary/
Assistant Secretary

(Affix County Seal)

(Affix Corporate Seal)

APPROVED AS TO FORM:

DocuSigned by:
Dennal Stewart
8B574564AFF0466

Office of the County Attorney

ATTEST:

DocuSigned by:
[Signature]
8AF54A6EBD89461

Notary Public

DS
PO

APPROVED AS TO CONTENT:

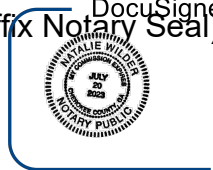
DocuSigned by:
Ladisa Onyiliogwu
163AE4C82BAF41B...

Ladisa Onyiliogwu, Director
Department of Senior Services

County: Cherokee

Commission Expires: July 20, 2023

(Affix Notary Seal)
DocuSigned by:



ITEM#: _____	RCS: _____	ITEM#: _____	RM: _____
RECESS MEETING		REGULAR MEETING	

2022-0988 12/21/2022 Recess Meeting

ADDENDA



Date: June 26, 2022

Project Number: 22RFP035A-CJC

Project Title: Aging Services

This Addendum forms a part of the contract documents and **modifies** the original RFP documents as noted below:

ADDENDUM NO. 1

The undersigned Bidder/Proposer acknowledges receipt of this Addendum by uploading this form with the Bid/Proposal submittal package as outlined in 3.2 of the RFP

2.5 Multi-Year Contract Term should read as follow:

b. Renewal Terms-Four (4) one-year ("Renewal Term").

This is to acknowledge receipt of Addendum No. 1, 28th day of July, 2022.

Senior Services North Fulton
Legal Name of Bidder/Proposer

[Signature]
Signature of Authorized Representative

Executive Director
Title



Date: July 12, 2022

Project Number: 22RFP035A-CJC

Project Title: Aging Services

This Addendum forms a part of the contract documents and **modifies** the original RFP documents as noted below:

The due date has change from Tuesday, July 26, 2022 at 11:00A.M., local time to Tuesday, August 9, 2022 at 11:00A.M., local time.

ADDENDUM NO. 1

The undersigned Bidder/Proposer acknowledges receipt of this Addendum by uploading this form with the Bid/Proposal submittal package as outlined in 3.2 of the RFP

This is to acknowledge receipt of Addendum No.1, 28th day of July, 2022.

Senior Services North Fulton
Legal Name of Bidder/Proposer


Signature of Authorized Representative

Executive Director
Title

EXHIBIT A

GENERAL CONDITIONS

GENERAL CONDITIONS

1. Proposals may be withdrawn upon receipt of a written request prior to the stated due date and time. If a firm seeks to withdraw a proposal after the due date and time, the firm must present a notarized statement indicating that an error was made, with an explanation of how it occurred. The withdrawal request must be accompanied by documentation supporting the claim. Prior to approving or disapproving the request, an opinion will be obtained from Fulton County's Legal Counsel indicating whether the firm is bound by its proposal.

Proposals for projects that are solicited pursuant to the Georgia Local Government Public Works Construction Law (O.C.G.A. § 36-91-1 et seq.) may be withdrawn as follows:

The County must advise Offerors in the request for proposals of the number of days that Offerors will be required to honor their proposals. If an Offeror is not selected within 60 days of opening the proposals, any Offeror that is determined by the governmental entity to be unlikely of being selected for contract award will be released from the proposal.

2. Fulton County shall be the sole judge of the quality and the applicability of all proposals. Design, features, overall quality, local facilities, terms and other pertinent considerations will be taken into account in determining acceptability.
3. The successful Offeror must assume full responsibility for delivery of all goods and services proposed in accordance with the executed Contract.
4. The successful Offeror must assume full responsibility for providing warranty service on all goods, materials, or equipment provided to the County in accordance with Contract Article 20.
5. The successful Offeror shall be responsible for the proper training and certification of personnel used in the performance of the services proposed.
6. The successful Offeror shall not assign, transfer, convey, sublet, or otherwise dispose of any contract resulting from the RFP or of any of its rights, title or interest therein without prior written consent of the Fulton County Board of Commissioners.
7. In case of material default by the successful Offeror, Fulton County may procure the articles or services from another source and hold the successful Vendor responsible for any direct damages subject to the Limitation of Liability as set forth in Article 46 above.

8. All proposals and bids submitted to Fulton County are subject to the Georgia "Open Records Act", Official Code of Georgia, Annotated (O.C.G.A.) § 50-18-70 et seq.
9. All proposals and bids submitted to Fulton County involving Utility Contracting are subject to the Georgia law governing licensing of Utility Contractors, O.C.G.A. §43-14-8.2(h).

Acknowledgement of General Conditions Exhibit 2

The Service Provider applicant/agency assures the general program conditions in the following areas will be met or exceeded. Check, if yes.

- ✓ Technology and Connectivity
- ✓ Quality Assurance and Compliance Monitoring

If selected, the applicant/agency agrees to:

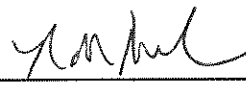
- ✓ Develop new community support, both public and private.
- ✓ Attend all regularly scheduled and/or other meetings or trainings called by the Fulton County Department of Senior Services.
- ✓ Develop, maintain, and fulfill written working agreements called for in each service.
- ✓ Distribute updated material describing available services within its service area; implement strategies to foster high visibility; and promote positive public awareness of the aging program and issues facing older adults.
- ✓ Document efforts to generate the program income budgeted for each service.
- ✓ Implement the Wellsky - SAMS information system, as requested by Fulton County.
- ✓ Notify Fulton County promptly of any change in service delivery, program organization, or service delivery sites.
- ✓ Ensure strict confidentiality of client records, identity, status, and information unless written permission is granted by the client or legal guardian to release specific information to specified persons for a specified period of time.
- ✓ Implement appropriate security procedures to protect the confidentiality and privacy of client information during interviews or maintained in automated or manual systems, including laptop computers, fax, email, and web-based systems, and in compliance with HIPAA regulations.
- ✓ Comply with grievance procedures as outlined in the Georgia Department of Human Services Manual 5300, Chapter 100, Section 110 (Grievance Procedures for Participants in Non-Medicaid Home and Community Based Services Programs).

I have reviewed these program requirements and understand my responsibilities in the provision of Case Management, Senior Center Management, and Volunteer Services.

8-2-22
Date

Senior Services North Fulton
Name of Contractor

Executive Director
Title


Signature of Legally Authorized Person

Acknowledgement of Special Conditions Exhibit 3

The Service Provider applicant/agency assures the special program conditions in the following areas will be met or exceeded. Check, if yes

- ✓ The applicant agency will read and understand the following sections of the State of Georgia, Department of Human Services Program Guidelines
 - o ODIS Man 5600, Section 3012 Area on Aging Records Record Retention
 - o MAN 5600, Section 1060 – Technology and Data Management
 - o MAN 5600, Section 3012 – Area Agency on Aging Records
 - o MAN 5600, Section 1060 – Technology and Data Management
 - o Chapter 100, Section 110 Grievance Procedures for Participants in Non-Medicaid Home and Community Based Services Programs
 - o Chapter 200, Section 202 Program Guidelines and Requirements
 - o Chapter 200, Section 204 Definitions
 - o Chapter 200, Section 206 Senior Center Requirements
 - o Chapter 200, Section 210 Case Management
 - o Chapter 300, Section 304 Nutrition Service

as posted at the following web address.

<http://odis.dhs.ga.gov/ChooseCategory.aspx?cid=817>

- ✓ The applicant agency agrees to provide the services outlined herein in compliance with the State of Georgia, Department of Human Services Program Guidelines noted above.
- ✓ The oversight of Case Management Services requirement is provided by the following qualified individual (attach resume). (The direct supervisor to hold a master’s degree in Social Work, Human Services, Gerontology, Health, Nursing or other closely related field with a background and experience in gerontology, long- term care, or the delivery of community-based services; or a Registered Nurse, properly licensed in the state of Georgia, with a background and experienced in gerontology, long-term care, or the delivery of community-based services.)
- ✓ Mandatory Reporting of Suspected Abuse, Neglect or Exploitation
- ✓ Service Initiation
- ✓ Service Termination and Discharge

I have reviewed these program requirements and understand my responsibilities in the provision of Case Management, Senior Center Management, and Volunteer Services.

8-2-22
Date

Senior Services North Fulton
Name of Contractor

Executive Director
Title

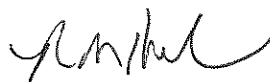

Signature of Legally Authorized Person

EXHIBIT B

SPECIAL CONDITIONS

No Special Conditions were required for this Project

EXHIBIT C

SCOPE OF WORK

SCOPE OF WORK

Consultant Shall:

General Information

Be in compliance with the State of Georgia Department of Human Services (DHS) Service Requirements. These requirements are found in the Home and Community Based Services Manual, Sections 202, 204, 206, 210, 304, and all addenda related to the services to be provided. Below is a link to the index of service requirements. The Consultant must read the service requirements and agree to implement services in compliance with the standards.

<http://odis.dhs.ga.gov/ChooseCategory.aspx?cid=817>

Have the capacity to provide one or more of the services within one (1) of three (3) geographic areas of Fulton County: South Fulton, Central Fulton and North Fulton - as Described in Exhibit 1 of the RFP document Description of Geographic Service Areas and Locations. **Offerors may submit proposals for only one (1) Geographic Service Area. The following are Service Bundling Options within the selected Geographic Service Area:**

- a. Case Management, Senior Center Management, and Volunteer Services
- b. Senior Center Management and Case Management
- c. Case Management and Volunteer Services
- d. Case Management

The Consultant must report activities monthly in a format to be provided by the County. The County is willing to adapt reporting formats, if the successful vendor has an automated system in place and the reports are acceptable to the County. The County reserves the right to modify reporting formats as systems and reporting needs change.

Will be responsible for entering service units into the Wellsky Information Management System. System Requirements are provided as Exhibit 4 of the RFP. A list of service locations is included in Exhibit 1 and Optimum Attendance Goals are provided in Exhibit 5 of the RFP.

Provide to senior residents of Fulton County age 60 and above and those exemptions included in the State of Georgia, Department of Human Services Program Guidelines. Case Management clients will be referred by the Department of Senior Services' STARline.

Essential Tasks and Expectations for the project include:

- a. Agency-wide Reporting
 - A monthly report for all services must be submitted by the 6th calendar day of the following month, to include:
 - General Plans for initiatives or service improvement efforts
 - Accomplishments not covered by monthly statistical reports
 - Outreach Efforts/Plans
 - Fundraising Efforts
 - Program Evaluation Efforts/Results

- Program Income Report to include the following:
 - Total Program Income collected for the report month by Program and in the following categories:
 - Participant Donation
 - Donations from other sources (Corporations, Families of participants, other interested parties)
 - Grant Awards
 - Total
 - Year to Date Total of Program Income collected for the contract year by program and in the following categories:
 - Participant Donation
 - Donations from other sources (Corporations, Families of participants, other interested parties)
 - Grant Awards
 - Total
 - Expenditures charged to the Program Income for the report month and Year to Date for the contract year.
 - A listing of staff by service and senior center
 - A Summary Report that includes
 - The daily total number of seniors served
 - Number of New Admissions during the report month
 - Number of Discharges during the report month
 - Total number of registered participants at the reports month's end
 - A calendar of activities for each center that includes activities for the month following the report month. Monthly Activity Calendars must indicate the Activity Type for each activity. See Exhibit 5 in the RFP for Minimum Requirements for Neighborhood Senior Center Activities for Activity Types.
 - Minutes from the monthly Site Council Meeting from each Senior Center
 - Copies of Unresolved Work Orders
 - Service Deliveries for Meals Served, Senior Center Transportation, Group Wellness Activities, and Case Management shall be entered into the Wellsky Information System by the Consultant. No Service Logs will be required in the monthly report for those activities; however, a Monthly Service Log will be required for Neighborhood Senior Center eligible senior participants for any activity. Center staff must have on file an up-to-date Basic Client Information Form for all participants that attend for informal activities but are not registered as participants for Congregate Meals.
 - Neighborhood Senior Centers activities will include congregate meals, programming in the areas of skills building education and activities for seniors, nutritional counseling, physical exercise, arts and crafts, computer skills, and all programming that enhances the skills and motor function of seniors.
 - For HCBS Services, Unit Allocation reports will be submitted weekly with the units entered for each HCBS service and activities in the Wellsky database.
 - For congregate meals and home delivered meals, each recipient under HCBS services will have an income worksheet, Food Survey and NSI.
- b. Senior Center Management
Schedule, Operating Hours, and Attendance

- All Neighborhood Senior Centers will maintain an operating schedule that will include 250 days, annually. Please refer to the Fulton County Calendar for a listing of holidays observed by Fulton County. Please note that the Consultant will be required to provide services on the holidays highlighted in gray and marked with an asterisk. The Fulton County Department of Senior Services will provide contact information for on-call staff in case of emergencies or other urgent matters.
- All Neighborhood Senior Centers will maintain a daily operation schedule of no less than 5 hours, Monday through Friday. Actual opening and closing hours can vary depending upon the preferences of the participants. Regular operating hours for each center must be established and approved by the Department of Senior Services within the first three (3) months of the contract. Once established, they may not change without written approval from the Department of Senior Services.
- Traditional Senior Centers must serve meals to an average of 20 people per day and provide services to an average of 30 people per day in any given month. Any center that cannot maintain this minimum average will be considered a Collaborative Center and will be assigned a Sponsor Center.
- Virtual Programming can be offered to seniors; however, participants must participate with programming for at least 1 hour and they can receive congregate meals at home.
- All Neighborhoods Senior Centers are expected to maintain an average attendance of no less than 90% of the Optimal Attendance Goal noted in Exhibit 5 in the RFP. Optimal Attendance Goals for the initial term (2023) are based on current average attendance. For subsequent renewal terms the Department of Senior Services will coordinate with the successful vendors to agree upon Optimal Attendance Goals for each center. Reimbursement for services will be contingent upon meeting certain levels of performance related to the Optimal Attendance Goals (See Performance Measures).

Participant Registration and Recordkeeping

- Participant registration will be a collaborative effort of Case Management and Senior Center Management staff. Please refer to Exhibit 7 in the RFP- Neighborhood Senior Center Registration Process for an explanation of responsibilities.
- Participant Recordkeeping will be the responsibility of the assigned Case Manager with input from the Center staff, based on their observation of the participant's daily activity and behavior.
- Center attendees that participate in program, both structured and non- structured, must complete the Basic Client Information Form (Appendix 1). The Center staff must maintain a file of the Basic Client Information Forms and update them, as needed. This requirement is for attendees that do not register in the Congregate Meals program. Once an attendee registers for the Congregate Meals program, the Basic Client Information Form may be discarded in lieu of the Wellsky Client Record.
- A Business Associate Agreement will be required.
- All proposals must have available their client records management policy.

Staffing

- Each center will have a minimum staffing level of no less than:
 - 1 full-time Center Manager
 - 1 part-time Senior Center Assistant
- Additionally, the Consultant must provide a staff to participant ratio of at least 1 staff to 10 participants in attendance. To satisfy this “staff” ratio may include any combination of paid instructors, floating paid staff, or trained volunteers with a written job description and a work schedule.
- No less than one (1) paid, CPR/First Aid certified, staff person will be present at the Center during all operating hours.
 - 1 Case Manager will be assigned to provide Case Management Services, as described in the Case Management Section below. The Case Manager must visit their assigned Center(s) at least once per week.

The following activities are the responsibility of the Neighborhood Senior Center staff.

Programming

- All Neighborhood Senior Centers will provide no less than 4 hours of structured programming per day of operation. Programming must include the activities listed in Exhibit 8 in the RFP document – Minimum Requirements for Neighborhood Senior Center Activities at the indicated minimum frequencies. Structured programming must be included in the monthly activity calendar.
- Develop and implement a Center Specific Wellness Goal.
- The successful vendor shall develop during Older Americans Month (May) no less than one initiative that promotes awareness of both past and potential future contributions of the senior population. This initiative may include collaborative efforts with Fulton County Multipurpose Facilities, Adult Day programs, or other community organizations.
- Wellness Checks. The successful vendor shall maintain programming to provide wellness checks on participants of the program.
- Virtual Programming can be offered to seniors for at least 1 hour and seniors can receive a congregate meal at home.

Reporting

- All Service Deliveries for Transportation Services must be recorded in the Wellsky Information System by the 4th calendar day of the following month. No record of service deliveries in the Wellsky Information System by the requested calendar date, will reduce the monthly reimbursement by an amount equal to the total monthly reimbursement for Senior Center Management divided by the number of centers included in the contract.
- Neighborhood Senior Center staff shall track and provide all other required center data to be included in the Agency-wide monthly report, as described above.

Meals and Transportation Services

- Submit a plan for meal and transportation reservations. Meals and Transportation

services must be ordered as indicated by the reservation system with no deviation. The County reserves the right to deduct the cost of meals ordered above the reserved number from the monthly reimbursement for Senior Center Management services.

- Meal reservation lists must be made available to the Department of Senior Services staff upon request.
- Submit a plan to address attendees that did not make a reservation for meals.
- Center staff is responsible for entering data into Wellsky and must be able to track and report all meal and transportation service deliveries in Wellsky, as indicated above.
- Center staff is responsible for the proper heating and serving of the meals, daily. Technical assistance and training will be available from the Department of Senior Services staff.
- Each center must have at least one (1) ServSafe Certified staff member present while food is being prepared, handled, or served.

c. Case Management Services

- Case Management Services will be provided a minimum of 250 days per year. Please refer to Exhibit 6 in the RFP document, Fulton County Observed Holidays for a listing of holidays observed by Fulton County. Please note that the Consultant will be required to provide services on the holidays highlighted in gray and marked with an asterisk. The Fulton County Department of Senior Services will provide contact information for on-call staff in case of emergencies or other urgent matters.
- The Consultant must submit a plan to provide access to Case Management Services on a 24 hour, 7 days a week basis to provide urgent interventions outside the regular business hours.
- The Fulton County requirements for Supervisory Qualifications will supersede those found in Chapter 200, Section 210.13C, Staff Administration and Supervision, in that Fulton County requires the direct supervisor to hold a Master's Degree in Social Work, Human Services, Gerontology, Health, Nursing or other closely related field with a background and experience in gerontology, long-term care, or the delivery of community-based services; or a Registered Nurse, properly licensed in the state of Georgia, with a background and experienced in gerontology, long-term care, or the delivery of community-based services. All other qualifications are consistent with the Chapter and Section.

In-Home Cases

- Perform the following Core Functions of Case Management Services in Compliance with DHS Standards
 - Assessment
 - Service Plan Development
 - Service Plan Coordination
 - Advocacy
 - Reassessment
 - Discharge
- Standards of Promptness
 - The initial contact with referred consumer or caregiver shall take place

- within 2 business days of receiving the referral from the STARline for the purposes of introduction and scheduling the initial home visit.
 - Conduct a face-to-face assessment in the consumer's place of residence within 10 business days of receipt of the referral.
 - Conduct telephonic assessments virtually within 10 business days of receipt of the referral.
- Client Records
 - Each Case Manager shall maintain a separate Client Record for each client using the Wellsky Information System consisting of the following:
 - Identifying information, including the name, address, telephone number of the client or responsible party
 - Assessment and reassessment documentation
 - Service plans
 - Material reports from or about the client that relate to the services being provided, including progress notes, medical records obtained on behalf of the client, and problems reported by employees of the provider agency
 - Communications with family members or responsible parties and any other pertinent communications, including communications with service providers regarding the client's service provision
 - All case notes related to activities with or on behalf of the client
 - The date of the referral and dates of any significant contacts, developments, decisions, or changes in plans
- All Service Deliveries for each month must be recorded in the Wellsky Information System by the 5th calendar day of the following month.

Neighborhood Senior Center Cases

Participant Registration and Recordkeeping

- Participant registration will be a collaborative effort of Case Management and Senior Center Management staff. Please refer to Exhibit 7 in the RFP document- Neighborhood Senior Center Registration Process for an explanation of responsibilities.
- Participant Recordkeeping will be the responsibility of the assigned Case Manager with input from the Center staff, based on their observation of the participant's daily activity and behavior.
- Follow DAS Regulations in accordance to records retention. Upon termination of contract, client records will be submitted to Fulton County Department of Senior Services. For reference please go ODIS Man 5600, Section 3012 Area on Aging Records; MAN 5600, Section 1061 – Record Retention; and MAN 5600, Section 1060 – Technology and Data Management. These policies and procedures for records retention must at a minimum, comply with requirements in the Online Directives Information System (ODIS) MAN 5600, Section 3012 – Area Agency on Aging Records; MAN 5600, Section 1061 – Record Retention; and MAN 5600, Section 1060 – Technology and Data Management.
- Provide copies of their internal policy on record retention to Fulton County Department of Senior Services.
- Guests are on a 30-day review but are offered meals. The 30 day is a standard time to complete assessments. Records for guests will adhere to the DAS

- regulations in accordance to records retention.
 - Perform the following Core Functions of Case Management Services in Compliance with DHS Standards
 - Assessment
 - Service Plan Development
 - Service Plan Coordination
 - Advocacy
 - Reassessment
 - Discharge
 - Client Records
 - Each Case Manager shall maintain a separate Client Record for each client using the Wellsky information System consisting of the following:
 - Identifying information, including the name, address, telephone number of the client or responsible party
 - Assessment and reassessment documentation
 - Service plans
 - Material reports from or about the client that relate to the services being provided, including progress notes, medical records obtained on behalf of the client, and problems reported by employees of the provider agency
 - Communications with family members or responsible parties and any other pertinent communications, including communications with service providers regarding the client's service provision
 - All Case Notes related to activities with or on behalf of the client
 - The date of the referral and dates of any significant contacts, developments, decisions, or changes in plans
 - All Service Deliveries for each month must be recorded in the Wellsky Information System by the 5th day of the following month.
- d. Volunteer Services & Neighborhood Senior Centers
- Develop and implement programs that provide the opportunity of volunteer service to address the following issues:
 - Social Isolation (e.g., Senior Companion (In-center or In-home) Friendly Visitor, Telephone Reassurance, Wellness Check, etc.)
 - Access to Community Services (e.g., Volunteer Driver Program, Prescription Delivery, Personal Shopper/Grocery Delivery (including Pet Food), etc.)
 - Supportive Services (Homemaker, Meal Preparation, Respite, etc.)
 - Senior Center Staff Support (staffing levels)
 - Include job descriptions and background checks
 - Please complete a Volunteer Program Description found in Section 10 Appendices, Appendix 2, for each proposed Volunteer Program. The successful vendor may propose additional volunteer programs at any time during the contract period by submitting the Volunteer Program Description to the Department of Senior Services.
 - The proposal must include a plan to implement a Senior Center Staff Support program and at least one other volunteer program to address either Social Isolation, Access to Community Services, or Supportive Services.

- Maintain a Volunteer Procedures Manual that includes the Policies and Procedures for the following activities
 - Identification of potential volunteers or groups of volunteers
 - Development of recruitment strategies
 - Selection and screening of volunteers to meet specific requirements of the agency
 - Organization of orientation and training programs for volunteers (to include training on client rights, confidentiality, and HIPAA requirements)
 - Supervision and evaluation of volunteer service delivery
 - Formal recognition of volunteers
 - Develop and implement a Volunteer Service tracking system that accurately tracks the number of service hours contributed by volunteers
 - Provide no less than one (1) Formal Volunteer Recognition annually to recognize and reward the efforts of the volunteers.
- e. Volunteer Services and Case Management
- Develop and implement programs that provide the opportunity of volunteer service to address the following issues:
 - Social Isolation (e.g., Senior Companion (In-center or In-home) Friendly Visitor, Telephone Reassurance, Wellness Check, etc.)
 - Access to Community Services (e.g., Volunteer Driver Program, Prescription Delivery, Personal Shopper/Grocery Delivery (including Pet Food), etc.)

 - Supportive Services (Homemaker, Meal Preparation, Respite, etc.) include job descriptions and background checks
 - Please complete a Volunteer Program Description found in Section 10 Appendices, Appendix 2, for each proposed Volunteer Program. The successful vendor may propose additional volunteer programs at any time during the contract period.
 - Maintain a Volunteer Procedures Manual that includes the Policies and Procedures for the following activities
 - Identification of potential volunteers or groups of volunteers
 - Development of recruitment strategies
 - Selection and screening of volunteers to meet specific requirements of the agency
 - Organization of orientation and training programs for volunteers (to include training on client rights, confidentiality and HIPAA requirements)
 - Supervision and evaluation of volunteer service delivery
 - Formal recognition of volunteers
 - Develop and implement a Volunteer Service tracking system that accurately tracks the number of service hours contributed by volunteer
 - Provide no less than one (1) Formal Volunteer Recognition annually to recognize and reward the efforts of the volunteer.

Tasks with expected outcomes

a. Agency-wide Reporting

Provision of the Agency-wide Reporting task as outlined in the Scope of Work, Section 4 of the RFP document- Essential Tasks and Expectations will result in the following outcomes:

- i. The Department of Senior Services has access to data by the 5th calendar day of the month following the service delivery and can distribute units and submit invoices to ARC by the 8th calendar day of each month.
- ii. The Department of Senior Services receives information regarding special initiatives, and agency accomplishments to share with stakeholders and provide support in the form of attendance, public relations, or communication with County Executives or Commissioners, as needed.
- iii. The Department of Senior Services can review the agencies program evaluation results and include the information in the Department program evaluation reports.
- iv. The Department of Senior Services is aware of outreach efforts, fund raising efforts and the contributions that the agency is using to support the overall goal of this project.
- v. The Department of Senior Services has an updated list of the agencies current staff.
- vi. The Department of Senior Services has a list of outstanding Work Orders and can contact the appropriate County Agency to follow-up on completion.
- vii. The Department of Senior Services has the necessary statistical data to analyze the contracted services and to justify budget and grant proposals.
- viii. The Department of Senior Services staff is aware of program activities and can provide support, as needed.

b. Neighborhood Senior Center Management

The provision of the Neighborhood Senior Center Management task as outlined in the Scope of Work, Section 4 of the RFP document- Essential Tasks and Expectations will result in the following outcomes:

- i. The Neighborhood Senior Centers identified in this RFP will be operated no less than 5 hours per day 250 days annually, Monday through Friday and managed in compliance with DHS Standards and the requirements of this RFP.
- ii. Basic contact and safety information will be available for all attendees of the Neighborhood Senior Centers.
- iii. All participants of the Congregate Meal program will have a properly documented Client Record in WellSky including NSI, Food Security and income worksheet.
- iv. Prospective program participants will be assessed and referred to the program or service that most appropriately addresses their needs.
- v. All Neighborhood Senior Centers identified in this RFP will be properly staffed, as follows:
 - o 1 full-time Center Manager
 - o 1 part-time Senior Center Assistant
 - o Additionally, the Consultant must provide a staff to participant ratio of at least 1 staff to 10 participants in

attendance. To satisfy this “staff” ratio may include any combination of paid instructors, floating paid staff, or trained volunteers with a written job description and a workschedule.

- vi. The Neighborhood Senior Centers identified in the RFP will provide no less than 4 hours of structured programming per day of operation including the activities listed in Exhibit 5 – Minimum Requirements for Neighborhood Senior Center Activities at the indicated minimum frequencies.
- vii. Structured programming will be included in the monthly activitycalendar.
- viii. Each Neighborhood Senior Center will have a Wellness Goal.
- ix. Each Neighborhood Senior Center will present an initiative that promotes awareness of both past and potential future contributions of the senior population.
- x. Service Delivery reporting and documentation is completed timely.
- xi. The Department of Senior Services has the data required to submitmonthly reports and invoices to ARC for reimbursement of grant funded services.
- xii. Meal and Transportation services are ordered per the reservationsystem, reducing wasted meals and transportation no shows.
- xiii. Meal services are provided safely in accordance with the FultonCounty Health and Wellness Department DHS requirements.

c. Case Management Services

Tasks as outlined in the Scope of Work, Section 4 in the RFP document - Essential Tasks and Expectations will result in the following outcomes:

- i. Case Management Services will be provided a minimum of 250 days per year.
- ii. Case Management clients will have access to Case Management staff 24 hours per day, 7 days a week.
- iii. The Case Management Services will be supervised in each Geographic Service area by a qualified supervisor that meets or exceeds the qualifications outlined in this RFP.
- iv. Case Management services will be performed both in homes and in neighborhood senior centers, as outlined in this RFP and in compliance with the State of Georgia, Department of Human Services Program Standards.
- v. All assessments, program notes, and service deliveries will be documented in a web-based information system that is accessible to Fulton County Contract Management and Program Evaluation staff.

ci. Volunteer Services

The provision of the Volunteer Services tasks as outlined in the Scope of Work Section 4 of the RFP document- Essential Tasks and Expectations will result in the following outcomes:

- i. Seniors throughout Fulton County have the opportunity to volunteer programs that are designed to address issues faced by seniors, as identified by the Fulton County Department of Senior Services.
- ii. Programs can be supported by volunteers that have been trained for specific duties to the program combination.
- iii. Volunteer program initiatives are reviewed by the Department of Senior Services

- staff prior to implementation.
- iv. Volunteers are properly trained for the service they are providing and recognized for their efforts.
 - v. Volunteers and their time of services are properly recorded and documented.

Performance Measures

The Fulton County Department of Senior Services has developed the following program measures as it relates to the Essential Tasks of this project. The Department's Program Evaluation Team conducts quarterly site visits and surveys of program participants to determine the Performance Outcome Levels. This section of the RFP outlines the performance goals and expectations. The Fulton County Department of Senior Services will provide technical assistance and coaching to assist the Consultant in attaining the goals and expectations; however, this section also notes consequences of consistently failing to meet the expectations that are outlined below.

A. Agency-wide Reporting

Performance Activity	Performance Expectation	Consequences, if Non-Compliant
Timeliness of Monthly Reporting	Received by the 4 th Calendar Day of the following month	May result in delay in payment Chronic late reports may require the Consultant to submit a corrective action plan
Completeness of Monthly Reports	Monthly Reports are to include all information outlined in this RFP.	May result in denial of Payment for services related to missing items
Accuracy of Reporting	Reports submitted by the Consultant should be accurate and agree with entries in the Wellsky system	Payment adjustments may be calculated and applied to compensate for inaccuracies
Reporting Services Deliveries through Mediware	Service Deliveries for all services must be entered into Wellsky by the 4 th calendar day of the following month.	May result in denial of payment for undocumented Service Deliveries.

B. Senior Center Management

Performance Activity	Performance Expectation	Consequences, if Non-Compliant
Days of Operation	All centers described	May result in denial of payment for undocumented services delivery

C. Outreach

Performance Activity	Performance Expectation	Consequences, if Non-Compliant
Monthly Outreach Activities submitted	Provide monthly outreach activities and number of seniors recruited for services. Quarterly reviews will be conducted by DSS	May result in denial of payment for undocumented services delivery

	in this RFP will be operating 250 days per year, Monday through Friday, unless written approval is provided by the Department of Senior Services or Fulton County declares an emergency, pandemic or weather related closures of facilities	payment equal to the daily reimbursement cost of each center for each day of unauthorized closure
Hours of Operation	All Neighborhood Senior Centers will maintain a daily operation schedule of no less than 5 hours, Monday through Friday, unless written approval is provided by the Department of Senior Services or Fulton County declares weather related closures of facilities.	May result in the denial of payment equal to the daily reimbursement costs of each center for each day operated less than 5 hours.

Attendance	Traditional Senior Centers must serve meals to an average of 20 people per day and serve an average of 30 people per day in any given month. Any center that cannot maintain this minimum average will be considered a Collaborative Center and will operate under a Sponsor Center.	
Virtual Programming	Senior Centers will provide virtual programming for seniors that decide to participate virtually with the programming offered at the senior centers. This will be done virtually. It is permissible for senior center participants to remain in their homes and receive a meal if 1 hour of programming is offered per day and nutritional education is offered once a month. The place of service for these units of service is "home."	The number of seniors receiving this service will be reported bi-weekly and monthly
Well Check	Contractors will provide wellness checks on seniors that are homebound or connect to services from their home.	The number of seniors receiving this service will be reported bi-weekly and monthly

Performance Activity	Performance Expectation	Consequences, if Non-Compliant
Attendance	All Neighborhood Senior Centers are expected to maintain an average attendance of no less than 90% of the Optimal Attendance Goal noted	The Monthly Reimbursement for Senior Center Management will be 100% for reaching 90%

	in Exhibit 1 in the RFP document.	of the Optimal Attendance Goal or higher. Reimbursement rates for under 90% of the OAG may be adjusted, as follows: 95% for 80% to 89%, 90% for 70% to 79%, 85% for 69% or lower.
The Center staff must maintain a file of the Basic Client Information Forms and update them, as needed. This requirement is for attendees that do not register in the Congregate Meals program. Once an attendee registers for the Congregate Meals program, the Basic Client Information Form is replaced by the Wellsky Client Record.	All Attendees have on file a complete and updated Basic Client Information Form	The Consultant must provide a corrective action plan to fulfill this requirement.
Each center will be appropriately staffed	Each center will have a minimum staffing level of at least 1 full-time Center Manager; and, 1 part-time Senior Center Assistant	May result in denial of payment equal to the daily reimbursement cost of each center for each day that the center does not provided the required staffing level
Performance Activity	Performance Expectation	Consequences, if Non-Compliant
Each center will be appropriately staffed	The Consultant must provide a staff to participant ratio of at least 1 staff to 10 participants in	May result in denial of payment equal to the daily reimbursement cost of each center for each day that the

	attendance.	center does not provided the required staffing level
Each center will appropriately be staffed.	At least 1 paid CPR/First Aid certified staff person will be present at the Center during all operating hours.	May result in denial of payment equal to the daily reimbursement cost of each center for each day that the center does not provide the required staffing level.

Performance Activity	Performance Expectation	Consequences, if Non-Compliant
Programming	All Neighborhood Senior Centers will provide no less than 4 hours of structured programming per day of operation. Programming must include the activities listed in Exhibit 5 in the RFP document – Minimum Requirements for Neighborhood Senior Center Activities at the indicated minimum frequencies.	The Consultant must submit a corrective action plan for instances of non-compliance. Chronic non-compliance may result in denial of reimbursement in an amount equal to the daily reimbursement cost of the non-compliant center for the number of days in non-compliance.
Programming	Develop a Center Specific Wellness Goal for each Neighborhood Senior Center and submit with the 1 st monthly report of each contract year.	There may be a denial of payment in the amount equal to the daily reimbursable cost for each center and each day beyond the due date for non-compliance.
Reporting	All Service Deliveries for Meals and Transportation Services must be recorded in the Wellsky Information	No record of service deliveries in the Mediware Information System may reduce the monthly reimbursement by an amount equal to

	System by the 4 th calendar day of the following month.	the total monthly reimbursement for Senior Center Management divided by the number of centers included in the contract for each center with no recorded data.
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Performance Activity	Performance Expectation	Consequences, if Non-Compliant
Reporting	Neighborhood Senior Center staff shall track and provide all other required center data to be included in the Agency-wide monthly report, as described above	Failure to comply may result in adjustments to reimbursement in an amount equal to any loss in revenue or additional cost to the County for other services.
Meals and Transportation Services	Meals and Transportation services must be ordered as indicated by the reservation system with no deviation.	The County reserves the right to deduct the cost of meals ordered above the reserved number from the monthly reimbursement for Senior Center Management services.
Meals	Each center must have at least one (1) ServSafe Certified staff member present while food is being prepared, handled, or served	May result in denial of payment equal to the daily reimbursement cost of each center for each day that the center does not provide the required staffing level

D. Provide Case Management Services

Performance Activity	Performance Expectation	Consequences, if Non-Compliant
Days of Operation	Case Management Services will be provided a minimum of 250 days per year	May result in denial of payment equal to the amount of the total reimbursable cost of

	unless written approval is provided by the Department of Senior Services or Fulton County declares an emergency, pandemic or weather-related closures of facilities	Case Management Services divided by 250.
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Performance Activity	Performance Expectation	Consequences, if Non-Compliant
Days of Operation	The Consultant must submit a plan to provide access to Case Management Services on a 24 hour, 7 days a week basis to provide urgent interventions outside the regular business hours.	The Consultant must submit a written corrective action plan to comply with the requirement.
Supervision	Fulton County requires the direct supervisor to hold a master's degree in Social Work, Human Services, Gerontology, Health, Nursing or other closely related field with a background and experience in gerontology, long-term care, or the delivery of community-based services; or a Registered Nurse, properly licensed in the state of Georgia, with a background and experienced in gerontology, long-term care, or the delivery of community-based services.	The Consultant must immediately submit a corrective action plan to meet this requirement within 30 days of the initial date of non-compliance. If the vendor is not compliant within 60 days of the initial date of non-compliance, payment for Case Management services may be suspended. If non-compliant for 90 or more days of the initial date of non-compliance, Fulton County reserves the right to terminate the contract.
Assessments	Perform the following Core Functions of Case Management Services in	The Consultant must submit a corrective action plan to

Performance Activity	Performance Expectation	Consequences, if Non-Compliant
Standards of Promptness	<ul style="list-style-type: none"> • The Initial contact with referred consumer or caregiver shall take place within 2 business days of receiving the referral from the STARline for the purposes of introduction and scheduling the initial home visit. • Conduct a face-to-face assessment in the consumer's place of residence within 10 business days of receipt of the referral. <p>Case Managers may also provide telephonic (Virtual) assessments for seniors within 10 business days of receipt for the referral.</p>	The Consultant must submit a corrective action plan to bring them into compliance.
Client Records	Each Case Manager shall maintain a separate Client Record for each client using the Wellsky Case Management System as outlined in the RFP	The Consultant must submit a corrective action plan to bring them into compliance.
Reporting	All Service Deliveries for each month must be recorded in the Wellsky Information System by the 5th calendar day of the following month	May result in denial of payment for service deliveries not documented in Wellsky.

Performance Activity	Performance Expectation	Consequences, if Non-Compliant
Record Keeping	Neighborhood Senior Center participant recordkeeping will be the responsibility of the	Consultant must submit a written corrective action plan to correct any non-
	assigned Case Manager	compliance
Staffing	The Consultant will assign a Case Manager to each Neighborhood Senior Center	Consultant must submit a written corrective action plan to correct any non-compliance

E. Volunteer Services

Performance Activity	Performance Expectation	Consequences, if Non-Compliant
Senior Center Staff Support	Trained Volunteers support Senior Center staff to maintain a 1 to 10 staff to participant ratio. The Department of Senior Services staff will approve timelines to implement a Senior Center Staff Support Volunteer program. Once approved the vendor will be expected to maintain the timeline.	The Consultant must submit a corrective action plan for missed milestones in the timeline. Failure to implement the plan within 30 days of the agreed upon date may result in suspension of reimbursement for Volunteer Services.
Program Development	The Department of Senior Services staff will approve plans addressing Social Isolation, Access to Community Services, or Supportive Services submitted as part of this proposal including implementation timelines.	The Consultant must submit a corrective action plan for missed milestones in the timeline. Failure to implement the plan within 30 days of the agreed upon date may result in suspension of reimbursement for Volunteer Services.
Performance Activity	Performance Expectation	Consequences, if Non-Compliant

<p>Volunteer Procedures Manual</p>	<p>Maintain a Volunteer Procedures Manual that includes the Policies and Procedures, as</p>	<p>May result in suspension of Volunteer Services reimbursement until the Volunteer Procedures</p>
	<p>described in this RFP, and provide to the Department of Senior Services staff within 30 days of contract award.</p>	<p>Manual is submitted.</p>
<p>Service Delivery Tracking</p>	<p>Document volunteer hours by program. Volunteer hours must be directly accredited to a registered volunteer.</p>	<p>May result in denial of reimbursement for undocumented volunteer hours.</p>
<p>Volunteer Recognition</p>	<p>Provide no less than one (1) Formal Volunteer Recognition annually to recognize and reward the efforts of the volunteers.</p>	<p>10% of the total Volunteer Services Reimbursement may be withheld</p>

EXHIBIT D

PROJECT DELIVERABLES

Project Deliverables are included in scope of work

PROJECT DELIVERABLES

EXHIBIT E

COMPENSATION

COMPENSATION

The County agrees to compensate the Consultant as follows:

County agrees to compensate Consultant for all services performed under this Agreement in an amount not to exceed 1,779,844.50(One Million Seven Hundred Seventy Nine Thousand Eight Hundred Forty Four Dollars and Fifty Cents).

COST PROPOSAL

Submitting Agency: Senior Services North Fulton

Selected Geographic Service Area: North Fulton

Selected Bundling Option: Case Management, Senior Center Management, and
Volunteer Services

	Case Management	Senior Center Management	Volunteer Services	Total
Direct Costs				
Personnel	397,471.00	690,228.00	69,754.00	1,157,453.00
Administrative	69,239.00	85,479.00	13,304.00	168,022.00
Programmatic		164,021.00	5,200.00	169,221.00
Total Direct Costs	466,710.00	939,728.00	88,258.00	1,494,696.00
Indirect Costs				
Personnel	96,640.00	214,844.00	33,728.00	345,212.00
Administrative	29,635.00	102,110.00	5,952.00	137,697.00
Programmatic	-	-	-	-
Total Indirect Costs	126,275.00	316,954.00	39,680.00	482,909.00
Total Costs	592,985.00	1,256,682.00	127,938.00	1,977,605.00
Required Program Income	59,298.50	125,668.20	12,793.80	197,760.50
Reimbursible Amount	533,686.50	1,131,013.80	115,144.20	1,779,844.50
Projected Units	8,000	26,420	17,000	
Projected Unit Rate	66.71	42.81	6.77	

EXHIBIT F

PURCHASING FORMS

STATE OF GEORGIA
COUNTY OF FULTON

FORM A: 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.

189872
EEV/Basic Pilot Program* User Identification Number

RMM Senior Services North Fulton
BY: Authorized Officer of Agent (Insert Contractor Name)

Executive Director
Title of Authorized Officer or Agent of Contractor

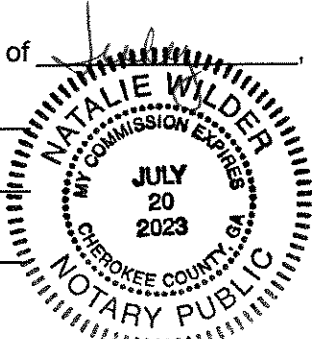
Ron Harlow
Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this 28 day of July, 2022

Notary Public: Natalie Wilder

County: Cherokee

Commission Expires: July 20, 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].

Form C: OFFEROR'S DISCLOSURE FORM AND QUESTIONNAIRE

1. Please provide the names and business addresses of each of the Offeror's firm's officers and directors.

For the purposes of this form, the term "Offeror" means an entity that responds to a solicitation for a County contract by either submitting a proposal in response to a Request for Proposal or a Request for Qualification or a Bid in response to an Invitation to Bid. Describe accurately, fully and completely, their respective relationships with said Offeror, including their ownership interests and their anticipated role in the management and operations of said Offeror.

See Attachment to Form C

2. Please describe the general development of said Offeror's business during the past five (5) years, or such shorter period of time that said Offeror has been in business.

See Attachment to Form C

3. Please state whether any employee, agent or representative of said Offeror who is or will be directly involved in the subject project has or had within the last five (5) years: (i) directly or indirectly had a business relationship with Fulton County; (ii) directly or indirectly received revenues from Fulton County; or (iii) directly or indirectly receives revenues from the result of conducting business on Fulton County property or pursuant to any contract with Fulton County. Please describe in detail any such relationship.

See Attachment to Form C

LITIGATION DISCLOSURE:

Failure to fully and truthfully disclose the information required, may result in the disqualification of your bid or proposal from consideration or termination of the Contract, once awarded.

1. Please state whether any of the following events have occurred in the last five (5) years with respect to said Offeror. If any answer is yes, explain fully the following:

(a) whether a petition under the federal bankruptcy laws or state insolvency laws was filed by or against said Offeror, or a receiver fiscal agent or similar officer was appointed by a court for the business or property of said Offeror;

Circle One: YES NO

(b) whether Offeror was subject of any order, judgment, or decree not subsequently reversed, suspended or vacated by any court of competent jurisdiction, permanently enjoining said Offeror from engaging in any type of business practice, or otherwise eliminating any type of business practice; and

Circle One: YES NO

(c) whether said Offeror's business was the subject of any civil or criminal proceeding in which there was a final adjudication adverse to said Offeror, which directly arose from activities conducted by the business unit or corporate division of said Offeror which submitted a bid or proposal for the subject project. If so please explain.

Circle One: YES NO

2. Have you or any member of your firm or team to be assigned to this engagement ever been indicted or convicted of a criminal offense within the last five (5) years?

Circle One: YES NO

3. Have you or any member of your firm or team been terminated (for cause or otherwise) from any work being performed for Fulton County or any other Federal, State or Local Government?

Circle One: YES NO

4. Have you or any member of your firm or team been involved in any claim or litigation adverse to Fulton County or any other federal, state or local government, or private entity during the last three (3) years?

Circle One:

YES

NO

5. Has any Offeror, member of Offeror's team, or officer of any of them (with respect to any matter involving the business practices or activities of his or her employer), been notified within the five (5) years preceding the date of this offer that any of them are the target of a criminal investigation, grand jury investigation, or civil enforcement proceeding?

Circle One:

YES

NO

If you have answered "YES" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, the name of the court and the file or reference number of the case, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your proposal.

NOTE: If any response to any question set forth in this questionnaire has been disclosed in any other document, a response may be made by attaching a copy of such disclosure. (For example, said Offeror's most recent filings with the Securities and Exchange Commission ("SEC") may be provided if they are responsive to certain items within the questionnaire.) However, for purposes of clarity, Offeror should correlate its responses with the exhibits by identifying the exhibit and its relevant text.

Disclosures must specifically address, completely respond and comply with all information requested and fully answer all questions requested by Fulton County. Such disclosure must be submitted at the time of the bid or proposal submission and included as a part of the bid/proposal submitted for this project. Disclosure is required for Offerors, joint venture partners and first-tier subcontractors.

Failure to provide required disclosure, submit officially signed and notarized documents or respond to any and all information requested/required by Fulton County can result in the bid/proposal declared as non-responsive. This document must be completed and included as a part of the bid/proposal package along with other required documents.

[SIGNATURES ON NEXT PAGE]

Under penalty of perjury, I declare that I have examined this questionnaire and all attachments hereto, if applicable, to the best of my knowledge and belief, and all statements contained hereto are true, correct, and complete.

On this 28th day of July, 2022

Senior Services North Fulton 7-28-22
(Legal Name of Proponent) (Date)

[Signature] 7-28-22
(Signature of Authorized Representative) (Date)

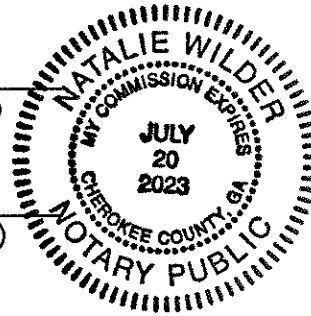
Executive Director
(Title)

Sworn to and subscribed before me,

This 28 day of July, 2022

[Signature]
(Notary Public) (Seal)

Commission Expires July 20, 2023
(Date)



Senior Services North Fulton

Attachment to Form C

1. Senior Services North Fulton Board of Directors

George Juzdan Board Chair
VP of Operations
Seneca Insurance Co.
530 Willow Oak Way
Roswell, GA 30076

Jack Hausmann Vice Chair
President
Southern Bank Equipment and ATM's
1003 Wetherby Way
Johns Creek, GA 30022

Bonnie Sammons, RN Secretary
325 Wheatridge Drive
Roswell, GA 30075

Jagruti Solanki, CFO Treasurer
Bitpay
1850 Cotillion Drive
Atlanta, GA 30338

Catherine Borbone
Executive Vice President
Alliant Insurance
1120 Sanctuary Pkwy. Ste. 300
Alpharetta, GA 30009

Joan Carlson
Consultant
1021 Westbrooke Way
Atlanta, GA 30319

Stephanie Fiber-Sutton
President
Senior Advisory Services
11276 Musette Circle
Alpharetta, GA 30009

Senior Services North Fulton

Kirt Lattanze
Retired
605 Summer Grass Lane
Roswell, GA 30075

Fred Long
Community Service Volunteer
520 Estate Club Circle
Roswell, GA 30075

Francine Machisko
Executive Director
National Medicare Finance
Kaiser Permanente Health Plan, Inc.
100 Weedon Court
Alpharetta, GA 30022

Greg Prados
Consultant
Spencer Thomas Group
6540 Darlington Court
Cumming, GA 30040

Bridgett Skelton
Encompass Hospice
4175 Ruby Forest Blvd.
Suwanee, GA 30024

Kayla Verhaag
Regional Director
Gentiva Health Services, Inc.
2300 Windy Ridge Parkway, Ste. 575 South
Atlanta, GA 30339

The Board of Directors exists to provide governance to Senior Services North Fulton. Members of the Board are selected to bring to the Board the perspectives of the broader community in providing services to older adults in a cost-effective manner. Governance guidelines are intended to provide a structure within which the directors and management can effectively pursue our vision and mission. The officers, who also form the Executive Committee, consist of a Chairman of the Board, a First Vice Chairman, a Secretary, and a Treasurer. Because Senior Services North Fulton is private non-profit 501 c 3 there are no owners of the organization. The Board is responsible for:

Senior Services North Fulton

- setting the Corporation's values and standards of conduct and ensuring that these are adhered to, in the interests of the community, employees, clients/customers, suppliers and, generally, safeguarding the reputation of the Corporation;
 - providing leadership of the Corporation within a framework of prudent and effective controls which enable risk to be assessed and managed;
 - setting the Corporation's direction, strategies and financial objectives and ensuring that the necessary financial and human resources are in place for the Corporation to meet its objectives;
 - providing, at least annually, the Executive Director with quantifiable Performance Objectives designed to express the Board's results' expectations; ensuring that the performance of management, and the Board itself, is regularly assessed and monitored;
 - monitoring compliance with regulatory and ethical standards; and
 - appointing and terminating, along with reviewing the performance of the Executive Director.
2. During the last five years, Senior Services North Fulton has operated programs and services for older adults living in North Fulton. Our organization has been serving seniors, their caregivers, and families for the past 31 years. We manage four neighborhood senior centers in North Fulton and three in Atlanta in partnership with the Fulton County Department of Senior Services. In addition, we provide case management support and in-home services, distribute home delivered meals and provide transportation to medical appointments and quality-of-life rides, and offer comprehensive programs for volunteer engagement. We have developed partnerships with many community-based aging services providers to reach seniors in our area. We have also reached out to the faith community and civic groups and participated in health fairs and other outreach programs to increase awareness of our agency. Our Development Director has been successful in generating grant support from foundations, corporations, and local organizations to ensure support for the agency beyond the Fulton County contract. We have also steadily increased giving from individual donors. Senior Services has a dedicated board of directors, comprised of volunteers, corporate executives, and community leaders who oversee the growth of the agency. Our 2019- 2022 Strategic Plan guides our work.
3. N/A

FORM D: GEORGIA PROFESSIONAL LICENSE CERTIFICATION

NOTE: Please complete this form for the work your firm will perform on this project.

Contractor's Name: Senior Services North Fulton

Performing work as: Prime Contractor Subcontractor/Sub-Consultant

Professional License Type: N/A

Professional License Number:

Expiration Date of License:

I certify that the above information is true and correct and that the classification noted is applicable to the Bid for this Project.

Signed:

Date:

(ATTACH COPY OF LICENSE)

STATE OF GEORGIA
COUNTY OF FULTON

FORM E: LOCAL PREFERENCE AFFIDAVIT OF BIDDER/OFFEROR

I hereby certify that pursuant to Fulton County Code Section 102-377, the Bidder/Offeror Senior Services North Fulton is eligible to receive local preference points and has a staffed, fixed, physical, place of business located within Fulton County and has had the same for at least one (1) year prior to the date of submission of its proposal or bid and has held a valid business license from Fulton County or a city within Fulton County boundaries for the business at a fixed, physical, place of business, for at least one (1) year prior to the date of submission of its proposal or bid.

Affiant further acknowledges and understands that pursuant to Fulton County Code Section 102-377, in the event this affidavit is determined to be false, the business named herein shall be deemed "non-responsive" and shall not be considered for award of the applicable contract.

Senior Services North Fulton
(BUSINESS NAME)

11381 Southbridge Pkwy, Alpharetta GA 30022
(FULTON COUNTY BUSINESS ADDRESS)

Executive Director
(OFFICIAL TITLE OF AFFIANT)

Ron Harlow
(NAME OF AFFIANT)

[Signature]
(SIGNATURE OF AFFIANT)

Sworn to and subscribed before me,

This 28 day of July, 2022

[Signature]
(Notary Public)

(Seal)

Commission Expires: July 20, 2023

(Date)



EXHIBIT G

**OFFICE OF CONTRACT
COMPLIANCE FORMS**

EXHIBIT A – PROMISE OF NON-DISCRIMINATION

"Know all persons by these presents, that I/We (Ron Harlow),
Name

Executive Director
Title

Senior Services North Fulton
Company Name

Hereinafter "Company", in consideration of the privilege to bid on or obtain contracts funded, in whole or in part, by Fulton County, hereby consent, covenant and agree as follows:

- 1) No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin or gender in connection with any bid submitted to Fulton County for the performance of any resulting there from,
- 2) That it is and shall be the policy of this Company to provide equal opportunity to all businesses seeking to contract or otherwise interested in contracting with this Company without regard to the race, color, gender or national origin of the ownership of this business,
- 3) That the promises of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption,
- 4) That the promise of non-discrimination as made and set forth herein shall be made a part of, and incorporated by reference into, any contract or portion thereof which this Company may hereafter obtain,
- 5) That the failure of this Company to satisfactorily discharge any of the promises of non-discrimination as made and set forth herein shall constitute a material breach of contract entitling the Board to declare the contract in default and to exercise any and all applicable rights and remedies, including but not limited to cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due and owing on a contract; and
- 6) That the bidder shall provide such information as may be required by the Director of Purchasing & Contract Compliance pursuant to Section 102.436 of the Fulton County Non-Discrimination in Purchasing and Contracting Policy.

NAME: Ron Harlow TITLE: Executive Director

SIGNATURE: [Handwritten Signature]

ADDRESS: 11381 Southbridge Pkwy
Alpharetta GA 30022

PHONE NUMBER: 770-993-1906 EMAIL: rharlow@ssnorthfulton.org

EXHIBIT B1 - SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION

This form **must be completed and submitted with the bid/proposal**. All prime bidders/proposers **must** submit this form which lists all intended subcontractors/suppliers who will be utilized under the scope of work/services.

Prime Bidder/Proposer Company Name Senior Services North Fulton

ITB/RFP Name & Number: _____

1. My firm, as Prime Bidder/Proposer on this scope of work/service(s) is **NOT** is a minority or female owned and controlled business enterprise. African American (AABE); Asian American (ABE); Hispanic American (HBE); Native American (NABE); White Female American (WFBE); Small Business (SBE); Service Disable Veteran (SDVBE) Disadvantage Business (DBE) ****if yes, Prime must submit a copy of recent certification.**

Male or Female (Check the appropriate boxes).

Indicate below the portion of work, including, percentage of bid/proposal amount that your firm will carry out directly as the Prime Contractor:

\$ _____ Or _____ %

2. This information below must be completed and submitted with the bid/proposal if a **joint venture (JV)** approach is to be undertaken. Please provide JV breakdown information below and attach a copy of the executed Joint Venture Agreement.

JV Partner(s) information:

<u>Business Name</u>		<u>Business Name</u>	
(a.)		(b.)	
% of JV		% of JV	
Ethnicity		Ethnicity	
Gender		Gender	
Certified (Y or N)		Certified (Y or N)	
Agency		Agency	
Date Certified		Date Certified	

3. Lists all Sub-Contractor/suppliers participating on the project. **(COMPLETE Exhibit B2 FORM)**

Total Dollar Value of Certified Subcontractors: (\$)

Total Percentage of Certified Subcontractors: (%)

EXHIBIT H

INSURANCE AND RISK MANAGEMENT FORMS



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/12/2022

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 Gillman Insurance Problem Solvers 11175 Cicero Drive Building 200, Suite 575 Alpharetta GA 30022	CONTACT NAME: Eric Whitt PHONE (A.C. No. Ext): (878) 297-7977 FAX (A.C. No.): (678) 297-9575 E-MAIL ADDRESS: eric@gillmanins.com														
INSURED Senior Services North Fulton, Inc. 11381 Southbridge Pkwy. Alpharetta GA 30022	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Alliance of Nonprofits for Insurance</td> <td>10023</td> </tr> <tr> <td>INSURER B: TAN - Service American Indemnity Co.</td> <td>39152</td> </tr> <tr> <td>INSURER C: JOH - United States Liability Ins Co</td> <td></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> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Alliance of Nonprofits for Insurance	10023	INSURER B: TAN - Service American Indemnity Co.	39152	INSURER C: JOH - United States Liability Ins Co		INSURER D:		INSURER E:		INSURER F:	
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INSURER E:															
INSURER F:															

COVERAGES **CERTIFICATE NUMBER:** 1/1/22-23 MASTER **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		2022-21461	01/01/2022	01/01/2023	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 - COM/OP AGG \$ 2,000,000 Liquor Liability \$ 1,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y		2022-21461	01/01/2022	01/01/2023	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 \$ 10,000	Y		2022-21461-UMB	01/01/2022	01/01/2023	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
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/A	SATIS0383001	01/01/2022	01/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Social Service Professional			2022-21461	01/01/2022	01/01/2023	Each Occurr 1,000,000 Aggregate 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
ADDITIONAL INSURED ENTITIES: Fulton County Government, its Agents Directors and Officers

CERTIFICATE HOLDER Fulton County Government, its Agents Directors and Officers 141 Pryor Street, SW Atlanta GA 30303	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
--	--

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AGENCY CUSTOMER ID: 00006594

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY Gillman Insurance Problem Solvers		NAMED INSURED Senior Services North Fulton, 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 AND AUTO LIABILITY when required in a written contract or agreement per CG 20 10 07 04 and CG 20 10 07 98

Coverage is provided on a primary, non-contributory basis per form and includes products, completed operations per form ANI-RRG-E61 02 13.

Umbrella is following form.

****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:**

<https://www.ocl.ga.gov/agents/certificatesofinsurance.aspx>

FAILURE TO COMPLY WITH REGULATIONS COULD RESULT IN FINES UP TO \$5,000 PER VIOLATION.

It is understood that neither failure to comply nor full compliance with the foregoing insurance requirements shall limit or relieve the Contractor/Vendor from any liability incurred as a result of their activities/operations in conjunction with the Contract and/or Scope of Work.

USE OF PREMISES

Contractor/Vendor shall confine its apparatus, the storage of materials and the operations of its workers to limits/requirements indicated by law, ordinance, permits and any restrictions of Fulton County Government and shall not unreasonably encumber the premises with its materials (Where Applicable).

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

Professional Services Indemnification. With respect to liability, damages, costs, expenses (including reasonable attorney's fees and expenses incurred by any of them), claims, suits and judgments that arise or are alleged to arise out of the Consultant/Contractor's acts, errors, or omissions in the performance of professional services, the Consultant/Contractor shall indemnify, release, and hold harmless Fulton County, its Commissioners and their respective officers, members, employees and agents (each, hereinafter referred to as an "Indemnified Person"), from and against liability, damages, costs, expenses (including reasonable attorney's fees and expenses incurred by any of them), claims, suits and judgments only to the extent such liability is caused by the negligence of the Consultant/Contractor in the delivery of the Work under this Agreement, but such indemnity is limited to those liabilities caused by a Negligent Professional Act, as defined below. This indemnification survives the termination of this Agreement and shall also survive the dissolution or to the extent allowed by law, the bankruptcy of Consultant/Contractor.

For the purposes of the Professional Services Indemnity above, a "Negligent Professional Act" means a negligent act, error, or omission in the performance of Professional Services (or by any person or entity, including joint ventures, for whom Consultant/Contractor is liable) that causes liability and fails to meet the applicable professional standard of care, skill and ability under similar conditions and like surrounding circumstances, as is ordinarily employed by others in their profession.

Consultant/Contractor obligation to indemnify and hold harmless, as set forth hereinabove, shall also include, but is not limited to, any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or other actual or alleged unfair competition disparagement of product or service, or other tort or any type whatsoever, or any actual or alleged violation of trade regulations.

Consultant/Contractor further agrees to indemnify and hold harmless Fulton County, its Commissioners, officers, employees, subcontractors, successors, assigns and agents from and against any and all claims or liability for compensation under the Worker's Compensation Act, Disability Benefits Act, or any other employee benefits act arising out of injuries sustained by any employees of Consultant/Contractor. These indemnities shall not be limited by reason of the listing of any insurance coverage.

PROTECTION OF PROPERTY

Contractor/Vendor will adequately protect its own work from damage, will protect Fulton County Government's property from damage or loss and will take all necessary precautions during the progress of the work to protect all persons and the property of others from damage or loss.

Contractor/Vendor shall take all necessary precautions for the safety of employees of the work and shall comply with all applicable provisions of the Federal, State and local safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to the premises where work is being performed.

Contractor/Vendor shall erect and properly maintain at all times as required by the conditions and progress of the work, all necessary safeguards for the protection of its employees, Fulton County Government employees and the public and shall post all applicable signage and other warning devices to protect against potential hazards for the work being performed (Where Applicable).

CONTRACTOR/VENDOR ACKNOWLEDGES HAVING READ, UNDERSTANDING, AND AGREEING TO COMPLY WITH THE AFOREMENTIONED STATEMENTS, AND THE REPRESENTATIVE OF THE CONTRACTOR/VENDOR IDENTIFIED BELOW IS AUTHORIZED TO SIGN CONTRACTS ON BEHALF OF THE RESPONDING CONTRACTOR/VENDOR.

COMPANY: Senior Services North SIGNATURE: [Handwritten Signature]
Fulton

NAME: Ron Harlow TITLE: Executive Director

DATE: 7-28-22