



**FULTON
COUNTY**

CONTRACT DOCUMENTS

FOR

REQUEST FOR PROPOSAL 24RFP013124C-MH

2024 CONSOLIDATED COMMUNITY SERVICES PROGRAM

FOR

DEPARTMENT OF COMMUNITY DEVELOPMENT

OF

FULTON COUNTY, GEORGIA

CONTRACT AGREEMENT

THIS AGREEMENT (“Agreement”), entered into this **1st day of January 2024**, by and between **FULTON COUNTY**, Georgia (hereinafter referred to as “Fulton County” or “County”), a political subdivision of the State of Georgia, acting by and through its Community Development Department’s Youth and Community Services Division (“YCS”), and **Saint Joseph's Mercy Care Services, Inc.** (hereinafter referred to as “Contractor”), a corporation organized as a nonprofit, tax exempt 501(c) (3) agency, authorized to conduct business within the state of Georgia (hereinafter collectively referred to as the “Parties”).

WITNESSETH

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

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

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

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

The Agreement was approved by the Fulton County Board of Commissioners on **May 17, 2024, BOC#24-0350**.

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

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ARTICLE I - PARTIES AND TERM:

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

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

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

(d) This Agreement will remain in effect from **01/01/2024**, until midnight **12/31/2024**.

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

ARTICLE II - SCOPE OF CONTRACTOR’S DUTIES:

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

SCOPE OF WORK:

Consolidated Community Services Program (CCSP)

CCSP Service Category: Homelessness

CCSP Funding Priority(ies):

Children and Youth: Not Applicable

Disabilities: Not Applicable

Economic Stability: Not Applicable

Health and Wellness: Not Applicable

Homelessness: Permanent supportive housing options for individuals households who are chronically homeless...,Rapid Re-Housing These activities are designed to move homeless people quickly to permanent housing...,Transitional housing bridge housing options for homeless population affected by mental health...

Senior Services: Not Applicable

Veterans Services: Not Applicable

Saint Joseph's Mercy Care Services, Inc., Recuperative Care for the Homeless Program will provide services at the following locations at specified times during the contract period of **01/01/2024** through **12/31/2024**:

Service Delivery Site(s):

Name of Program Site	Program Location (complete physical address)	Program City	Program State	Program Zip code	Fulton County District of the program (Facility) location	District(s) of Fulton County Residents Served by the program (facility) location
Recuperative Care for the Homeless at the Gateway 24/7 Center	275 Pryor Street	Atlanta	Georgia	30303	4	1,2,3,4,5,6

Approach and Design:

Saint Joseph's Mercy Care Services, Inc., Recuperative Care for the Homeless Program will provide services to **40** clients that reside in Fulton County, with CCSP funding.

Saint Joseph's Mercy Care Services, Inc., will provide the following activities and services in Fulton County with CCSP funding:

Mercy Care's Recuperative Care for the Homeless Program targets medically fragile patients who are experiencing homelessness, aged 18 years and older, who have been referred by Grady Memorial Hospital or other area hospitals. These are individuals who are medically stable enough to be discharged from the hospital but whose recovery will be significantly compromised by returning to the instability of life on the streets or in a shelter. The men's unit at the Gateway 24/7 Center has a 19-bed occupancy. The women's unit is undergoing a relocation from City of Refuge to a to be determined site. There are only two recuperative care programs in the entire state of Georgia. Currently, RCP remains the only program of its kind in the metro Atlanta area.

The RCP allows the patient to recover in a secure, clean, and safe place while receiving the appropriate follow-up care. Upon referral to the program, each client participates in an initial telephone or face to face assessment. During the assessment, the staff discuss the purpose and expectations of the program along with determining the medical needs of the patient. Each client receives an individualized care plan that addresses both medical and social service issues as well as post-discharge plans with the support of case management located directly on the unit. Where appropriate, care plans are modified based on the patient's progress. In RCP, clients typically stay up to 45 days with the potential for extension on a case-by-case basis. Because clients arrive with a myriad of health concerns including trauma that is often combined with mental illness and addiction, the staff is well equipped to address their needs with skilled training and compassion.

The impact of the program is highlighted by our recent service data. During the period January 1, 2023 to December 31, 2023, CSP funding allowed MC to admit 45 homeless women at CoR. Among this group, 69% were discharged into housing. There were 21 women who were admitted with no income. Among this group, 29% exited the program with an income source including employment, and 58% with SNAP benefits. All program participants received a behavioral and medical health assessment, as well as a referral for follow-up at a MC clinic.

The RCP is staffed with two resource specialists (case managers) work closely with the clients to advocate on behalf of and connect them with services while they are in the program and post discharge. The one Personal support aide acts as direct daily support to the clients in transport, group facilitation and unit upkeep. Targeted health care services include weekly health check-in's, medication education, and self-care skills relative to chronic and acute illnesses. Clients needing post-discharge outpatient services are transported to and/or from Grady, provided MARTA cards or given assistance scheduling transport of MARTA Mobility and Medicaid transport. Supportive service referrals available onsite include outpatient behavioral health services, substance abuse counseling, mental health counseling, job training, eligibility assistance housing assistance and specialized case management (PATH) for those that qualify.

Listed below is a summary of the RCP statistics for the period January 1, 2023, to December 31, 2023.

Women

Total Referrals: 56

Grady: 27

Saint Joseph's Hospital: 2

Piedmont: 2

Emory Health System: 12

NE Georgia Health Center: 3

Mercy Care/Community Referring Agencies: 10

Total Admissions: 45

Grady: 23

Saint Joseph's Hospital: 0

Piedmont: 0

Emory Health System: 11

NE Georgia Health Center: 1

Mercy Care/Community Referring Agencies: 10

Total Length of Stay days in the RCP: 2,754

Average Length of Stay: 69

Longest Length of Stay: 273

Shortest Length of Stay: 3

Average Daily Census: 10

Discharges:

Total for the period: 45

Discharged to housing (includes transitional, permanent, family unification, program housing and other): 17

#of clients with increased income at d/c persons that entered with no income: 5

Men

Total Referrals: 144

Grady: 117

Saint Joseph's Hospital: 0

Piedmont: 1

Emory Health System: 11

NE Georgia Health Center:22

(no longer in business)

Mercy Care/Community Referring Agencies 13

Total Admissions 92

Grady 75

Saint Joseph's Hospital: 0

Piedmont: 1

Emory Health System: 1

NE Georgia Health Center: 2

Mercy Care/Community Referring Agencies: 13

Total Length of Stay days in the RCP: 4,978

Average Length of Stay: 49

Longest Length of Stay: 181

Shortest Length of Stay: 1

Average Daily Census: 17

Discharges:

Total for the period: 101

Discharged to housing (includes transitional, permanent, family unification, program housing and other): 35

#of clients with increased income at d/c persons that entered with no income: 8

Mercy Care also works to maximize internal agency resources, community partnerships and services available in order to offer patients the most comprehensive care available. Examples include:

- Weekly one-on-one health education and medication review is provided by Mercy Care.
- Peer Support Counseling for substance abuse by peer support program and CPS on unit group.
- Participation in the Peer Support Program created by Mercy Care.
- Weekly program groups provide by program volunteers and staff that address life skills, healthy choices, and social skill.
- Weekly spiritual enrichment group sessions with Mercy Care Chaplain.
- Mercy Care operates primary care clinics onsite, which allows clients easy access to primary care providers, dental providers, and behavioral health specialists.
- Clients also have access to daily meals, laundry facilities, a career center and veteran's shelter beds.
- The RCP currently maintains partnership with the Atlanta CoC and actively participates in its structured housing placement process.
- The RCP also utilizes specialized case management via Projects for Assistance in Transition from Homelessness (PATH) to help house persons that may qualify for a Georgia Housing Voucher.
- Mercy Care also has collaborative relationships with several residential substance abuse programs such as Hope House, St. Jude's Recovery, PACE, Mary Hall Freedom House, Inc. STAND, Inc., Breakthru House and Oakhurst Recovery. Each of these programs provides transitional housing while an individual learns the skills and receives the support needed to live a drug-free lifestyle.

For patients who are referred to Grady, the Mercy Care authorized staff can use their Grady EpicCare Link access to place the referral and supporting documentation directly with Grady's EMR. The referral orders are then automatically routed to Grady's scheduling department. Through EpicCare Link, the provider and other associated care team members can track and even receive in-basket alerts if/when the referral encounter note is completed. After the referral is known to be completed, the encounter note can be accessed through the Grady read-only Epic Access, Grady EpicCare Link and CareEverywhere.

Proposal addresses three Fulton County "Health and Human Services" Key Performance Indicator(s)

The Recuperative Care for the Homeless Program assists Fulton County with the larger goals of "Preventing illness, preventing disparity, and supporting vulnerable populations" by providing stabilizing health care service and access to community resources that ensure that those experiencing homelessness are able to achieve: 1) healthier behaviors, 2) have access to quality healthcare and 3) access to community resources that address their housing and economic stability.

Proposal addresses three CSP funding priorities as identified by primary service category selected

The Recuperative Care for the Homeless Program addresses the following three Fulton County funding priorities:

- Rapid Re-Housing. These activities are designed to move homeless people quickly to permanent housing through housing relocation and stabilization services and short-and/or medium-term rental assistance.
- Permanent supportive housing options for individuals/households who are chronically homeless (based on HUD's definition of chronic homelessness).
- Transitional housing/bridge housing options for homeless population affected by mental health and/or substance-use disorders, and/or households fleeing domestic violence.

Provides more than seven instances of community collaborative relationships

A comprehensive list of the Recuperative Care for the Homeless Program's partners are listed below.

AID Atlanta, Inc.-Accepts MC patient referrals for HIV case management

Aniz, Inc.-Accepts MC patient referrals for onsite group treatment

Another Chance of Atlanta-Accepts MC patient referrals for substance abuse counseling and treatment

Atlanta Community Food Bank-Mutual patient referrals; access to food for Edgewood residents

Breakthru House, Inc.-Accepts MC patient referrals for substance abuse counseling and treatment

CaringWorks- Accepts MC patient referrals for substance abuse counseling and treatment

City of Refuge- Employment training services, shelter/transitional housing

Emmaus House- Onsite behavioral health case management, Medicaid and ACA enrollment and education

Emory Midtown Hospital- Dental services for Emory referrals; Referrals to MC's Recuperative Care for the Homeless Program

Emory-Saint Joseph's Breast Health Center-Provides breast health services for MC referrals

Emory School of Public Health-MC accepts student interns for Street Medicine Program and clinic rotations

First Step Staffing-Eligibility assistance to MC clients and employment

Furniture Bank-Accepts MC patient referrals

Gateway Center- Provides homeless drop in services, housing navigators

United Way- Provides support with paying rental costs, deposits

Designation of CSP Funds:

Based on the awarded amount of **\$35,000.00**, the CCSP funds are designated according to the following cost categories: Administrative, Operational, and Direct Services.

Administrative Expenses- CCSP Funds that are spent on executive / management staff and administrative support staff salaries, salary fringe, and benefits; etc.).

Operational Expenditures- CCSP funds used to conduct agency/ organizational functions that are secondary to program service delivery such as office/ warehouse lease or mortgage expenses, office supplies (pens, toner, paper, etc.), utility expenses, transportation expenses (staff travel expenses), marketing/catalogs, etc.

Direct Service Expenditures- CCSP funds utilized to provide services directly to agency/program participants such as payments made on behalf of participants for rent, utilities, food, shelter, transportation (rentals, gas, and parking, bus drivers, public transportation costs, etc.) , scholarships and day care vouchers, salaries and fringe benefits for direct service personnel (Case Managers, Educators, Subcontractors, etc.), program supplies (educational/instructional materials, paper, pencils, markers, etc.) directly consumed by participants. Program materials that may be pertinent to the scope of services of a funded program and that aid in contractor meeting contracted program outcomes are included in this definition (i.e. children's story books, educational games, puzzles, and flash cards).

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

Cost Category	Designation of CCSP Funding Award
Administrative (5% Admin max of funds awarded.)	\$1,750.00
Operational	\$0.00
Direct Services	\$33,250.00
<i>Total</i>	\$35,000.00

Explanation of Funding Details:

Mercy Care operates with a budget of \$26,906,959 annually, of which \$711,580 is the total budget for the Recuperative Care for the Homeless Program (RCP) at two locations for men and women. RCP's budget represents approximately 2.6% of the overall agency budget. Mercy Care is requesting \$35,000 from the Fulton County Community Service Program (CSP) to support our men and women's Recuperative Care units. Mercy Care will operate the RCP targeting 23 women and 114 men experiencing homelessness for the CSP period of January 1, 2024 - December 31, 2024. Below please find the budget details for Mercy Care's request to Fulton County CSP.

Expenses

Administrative

Mercy Care is requesting \$1,750 for the administrative costs for operating the program.

Direct Services (Staff/Personnel) (\$33,250):

One Resource Specialist II positions: \$33,250. Funding will support the salary for a Resource Specialist II. This role is responsible for helping to coordinate services to post-hospital homeless clients. The Resource Specialist II helps to coordinate the daily activities for the Recuperative Care for the Homeless Program and collaborates with other community volunteers and service providers to obtain appropriate services and resources needed by clients for their recovery and for their transition out of homelessness.

Program Performance Measures:

Saint Joseph's Mercy Care Services, Inc. agrees to track and report program performance to the Fulton County Department of Community Development.

County Defined Performance Measure(s):

Children and Youth: Not Applicable

Disabilities: Not Applicable

Economic Stability: Not Applicable

Health and Wellness: Not Applicable

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

Senior Services: Not Applicable

Veterans Services: Not Applicable

The following program measures/ Key Performance Indicators (“KPI’s”) will be utilized to track and report program outcomes for the Fulton County residents supported with CSP funding, during the funding period 01/01/2024 through 12/31/2024:

Provides a clear explanation of the methods to be used and the specific goals to be obtained

Mercy Care’s operational, clinical and customer experience data are routinely collected, analyzed, and reported using the Epic Electronic Medical Record (EMR). The Recuperative Care for the Homeless Program patients and encounters are monitored on a monthly basis and shared with the Management and Operations Team, alongside the operational data for other clinics and service lines, such as medical, dental, and vision. Clinical performance data is currently reported in aggregate form with the medical services of all clinics quarterly to the Quality Council, a group of interdisciplinary staff members responsible for evaluating and improving quality of services across the organization. After review by the Quality Council, this performance data is also shared with the Quality Committee of Mercy Care’s Board of Directors and regularly to the Board.

Describes the major milestones to be achieved with supporting schedule

The program staff work diligently to assist each client with accessing much-needed services during their stay and post discharge including connecting them to housing, medical and behavioral health care, and income. The major milestones to be achieved are 1) the clients will be discharged to safe and stable housing, and 2) at discharge the clients will have positive income that supports self-sufficiency or for those applying for disability to have an application pending. The milestones will be achieved within their 45-day stay for each patient enrolled in the program. By the end of the project period, Mercy Care anticipates a 60% success rate around stable housing and a 30% success rate for positive income at discharge.

Identifies the specific data collection tools used to report progress on performance measures

Data available to support QM program activities include, but are not limited to, aggregate reports or structured data audits of the electronic health record, the electronic practice management system, case management software, and department specific databases; client satisfaction data; department-specific data collection tools; productivity and performance data and dashboards; peer review reports; and grant-specific data collection and reporting tools. With the new Epic EMR, Mercy Care has increased ability to create and run aggregate and detailed reports which support the quality program.

The EMR has a bi-directional interface with Quest Laboratories, through which laboratory orders, order status, and results can be tracked within the patient chart. A similar bi-directional interface exists within the EMR for imaging (x-ray and ultrasound), whereby imaging orders, order status and results can be viewed within the patient record. For both laboratory and imaging orders, reconciliation reports can be run from the EMR to determine tests that have not been

completed, have not been resulted, or have not been signed off by the ordering provider. This allows for test tracking and follow-up. Mercy Care's EMR is linked to Grady Hospital's EMR facilitating the transfer of critical information once the patient is enrolled in the Recuperative Care Program.

Agency Defined Performance Measure(s):

Vendor selects three county defined performance measures to report on during the contact period

The Recuperative Care for the Homeless Program will use the Homeless Performance Measures to assess the progress of individuals in the program. The performance measures are as follows:

1. Number of individuals whose barriers to self-sufficiency are eliminated/ reduced; paths to self-sufficiency created (Increase in income, access to case or noncash mainstream benefits).
2. Number of individuals placed in Transitional Housing
3. Number of individuals placed in Permanent Supportive Housing

Vendor provides three Agency defined performance measures to report on during the contract period

During 2024, the women's RCP will target 23 women and 114 men and focus on the following performance measures and goals:

1. Occupancy: An average 23 clients in the WRCP and 17 clients in the MRCP in any given day within the reporting period
2. Average Length of Stay: An average — 45-day length of stay of those discharged within the reporting period
3. Formal discharges: 80% of clients exiting the program in the reporting period will complete a formal discharge
4. Housing: 80% of clients discharged within the period will go to transitional, supportive or permanent housing
5. Income: 25% of clients discharged within the period will have an increased income (i.e. general assistance, SSI, employment)
6. ER Visit Reduction: 70% of clients discharged within the reporting period will not have an ER visit during their RCP stay

ADDITIONAL REQUIREMENTS

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

1. Contractor agrees to develop, in conjunction with Fulton County, a process of accepting and serving Fulton County residents referred by the Youth and Community Services Division of Fulton County Government.
2. As consideration for the County providing funding and the non-profit entity accepting same, the non-profit entity shall, upon the County's request, participate in County-sponsored events and activities on County property, when feasible. The non-profit agency shall use its best efforts to comply with the County's request provided that it is given at least one week's notice to do so. Failure to participate will be taken into consideration for future funding requested by the non-profit entity.
3. Contractor agrees to allow staff from the Fulton County Department of Community Development to conduct contract compliance site visits as necessary (announced or unannounced).
4. During the site visit, Contractor will be required to allow staff to monitor programming, as well as review client rosters / sign-in sheets and/ or Registration information that should include complete addresses of Fulton County residents served by this funding.
5. Contractor agrees to comply with the Operational Specifications outlined in **2024 Consolidated Community Services Program 24RFP013124C-MH**.
6. Contractor agrees that advertising, promotions and other publicity in connection with the supported program(s) shall include the following acknowledgment: **"Funding provided in part by the Fulton County Board of Commissioners under the guidance of the Department of Community Development."**

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

Reporting

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

7. Contractor will be required to submit completed performance reports (with deadlines of **(July 12, 2024, and January 10, 2025)**) to adhere to the requirements outlined in the Performance Report Instructions, as well as the format provided by the Fulton County Department of Community Development. Future funding will be affected if performance reports are not submitted by stipulated due dates.

8. Contractor will be required to provide demographic information concerning the Fulton County residents served, including, but not limited to age, race/ethnicity and gender.

9. Contractor will be required to report the number of UNDUPLICATED/NEW participants directly served through the Community Services Program funding. **Please note:** Failure to serve the total number of participants contracted to be served with CCSP funding may result in reimbursement of CCSP funding to Fulton County. Failure to reimburse the funding requested will result in the ineligibility to receive future funding.

10. Contractor will be required to submit unduplicated client rosters in a spreadsheet format that includes the complete residential addresses of the Fulton County residents served with CCSP funding, and LEDGERS demonstrating how Community Services Program funds were expended for the specified reporting period.

Expenditure of Funds

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

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

ARTICLE III - COMPENSATION FOR SERVICES

(a) Fulton County agrees to pay Contractor a maximum sum of **\$35,000.00**.

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

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

(d) The Contractor agrees and understands that all expenditures must be consistent with the scope and purpose of this Agreement, and expenditures must be consistent with the guidelines and definitions established in **2024 Consolidated Community Services Program 24RFP013124C-MH**, which is hereby incorporated by reference herein and made a part of this agreement. The County reserves the right to approve and reject payment for expenditures which are not consistent with the scope and purpose of this Agreement, and which the County determines are not consistent with the guidelines and definitions established in the Community Services Program RFP.

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

ARTICLE IV - RECORD KEEPING

(a) Contractor shall maintain accurate records of the expenditure and disposition of funds, and such records must be in accordance with good accounting practices, and made available for

inspection and audit by Fulton County at a time mutually agreeable to parties and upon thirty (30) days' notice to contractor.

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

(c) A performance report, with supportive documentation consistent with provisions of the Agreement outlined in Article II, must be provided to Fulton County no later than **July 12, 2024 for the period January 1, 2024-June 30, 2024; and January 10, 2025 for the period July 1, 2024-December 31, 2024.**

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

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

To Fulton County:

Department of Community Development
c/o: Youth and Community Services Division
hsd.grants@fultoncountyga.gov
137 Peachtree Street, SW
Atlanta, Georgia 30303

To Contractor:

Saint Joseph's Mercy Care Services, Inc.
424 Decatur Street, SE
Atlanta, Georgia 30312

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

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

ARTICLE V - INDEMNIFICATION

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

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

(a) This Agreement is effective on **01/01/2024**, and shall terminate on **12/31/2024**, unless earlier terminated in accordance with the provisions of this Agreement. Notwithstanding termination of the Agreement, Contractor is obligated to fulfill all of its obligations, including its reporting requirements.

(b) Notwithstanding the above provisions, Fulton County may terminate this Agreement for convenience, or Fulton County or the Contractor may terminate this Agreement at any time for

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

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

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

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

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

ARTICLE VII - INDEPENDENT CONTRACTOR STATUS

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

Contractor acknowledges that **Saint Joseph's Mercy Care Services, Inc.**, its directors, officers, employees, agents and assigns shall have no right of redress pursuant to the Personnel Rules and Regulations of Fulton County.

(b) The Contractor shall pay all sales, retail, occupational, service, excise, old age benefit and unemployment compensation taxes, consumer, use and other similar taxes, as well as any other taxes or duties on the materials, equipment, and labor for the work provided by the Contractor which are legally enacted by any municipal, county, state or federal authority, department or agency at the time bids are received, whether or not yet effective. The Contractor shall maintain records pertaining to such taxes as well as payment thereof and shall make the same available to Fulton County at all reasonable times for inspection and copying. The Contractor shall apply for any and all tax exemptions which may be applicable and shall timely request from Fulton County such documents and information as may be necessary to obtain such tax exemptions. Fulton County shall have no liability to the Contractor for payment of any tax from which it is exempt.

ARTICLE VIII - INSURANCE

Contractor agrees to obtain, maintain and furnish to Fulton County, a Certificate of Insurance (COI) showing the required coverage during the entire term of this Agreement. All insurance limits are listed in the "Insurance and Risk Management Provisions" document, Attachment "A", with Fulton County, Georgia added as an "Additional Insured". The cancelation of any policy of insurance required by this Agreement shall meet the requirements of notice under the laws of the State of Georgia as presently set forth in the Georgia Code.

ARTICLE IX – AMENDMENTS AND MODIFICATIONS TO CONTRACT

(a) This Agreement constitutes the entire agreement between Fulton County and Contractor, and there are no further written or oral agreements with respect thereto, no variations,

amendments or modifications of this Agreement, and no waiver of its provisions, shall be valid unless in writing and signed by Fulton County's and Contractor's duly authorized representatives.

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

ARTICLE X - SUBCONTRACTING

Contractor shall not subcontract any part of the work covered by this Agreement or permit subcontracted work to be further subcontracted without prior written approval of Fulton County.

ARTICLE XI - ASSIGNABILITY

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

ARTICLE XII - SEVERABILITY OF TERMS

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

ARTICLE XIII – PRECEDENCE OF AGREEMENT

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

ARTICLE XIV - EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

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

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

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

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

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

ARTICLE XV - CAPTIONS

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

ARTICLE XVI - GOVERNING LAW

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

ARTICLE XVII - JURISDICTION

This Agreement will be executed and implemented in Fulton County. Further, this Agreement shall be administered and interpreted under the laws of the State of Georgia. Jurisdiction of litigation arising from this Agreement shall be in the Fulton County Superior Courts. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall be in full force and effect.

Whenever reference is made in the Agreement to standards or codes in accordance with which work is to be performed, the edition or revision of the standards or codes current on the effective date of this Agreement shall apply, unless otherwise expressly stated.

FORM F: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT AND AGREEMENT**Instructions:**

Contractors must attest to compliance with the requirements of O.C.G.A 13-10-91 and the Georgia Department of Labor Rule 300-10-01-.02 by executing the Contractor Affidavit provided.

Applicants are required to complete and upload FORM F and FORM G in two (2) places FORM F: 2024 Georgia Security and Immigration Contractor Affidavit and Agreement, and as applicable FORM G: 2024 Georgia Security and Immigration Subcontractor Affidavit. Must use templates provided in the RFP. Previous year forms will not be accepted.

Form F must include name of agency, EEV number, Signature & Notary.

If applicable, Form G must include name, EEV number, and Signature of subcontractor.

Upload 1-Via Purchasing Bid page - BidNet Direct:

<https://www.bidnetdirect.com/georgia/fultoncounty>

(Note: You will be required to set up a FREE registration with BidNet Direct to use the upload feature)

Upload 2 -Via WebGrants under 2024 CCSP Eligibility Requirements:

<https://fulton.dullestech.net>

To Complete Fillable Form - Please enter the all required information,

- ✓ Press "**TAB**" key to navigate easily through the form *once you enter your Agency name, it will repopulate throughout the form.*
- ✓ Save as: "Form F Agency Name" as a .pdf version.
- ✓ Print for Signature and Notary.
- ✓ Scan and upload to WebGrants as directed above in "Upload 1 and Upload 2"

#24RFP013124C-MH

2024 Consolidated Community Services Program

Purchasing Forms & Instructions

STATE OF GEORGIA**COUNTY OF FULTON****FORM F: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT AND AGREEMENT**

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services¹ under a contract with [insert name of prime contractor (Agency)] Saint Joseph's Mercy Care Services, Inc. (Mercy Care) on behalf of Fulton County Government has registered with and is participating in a federal work authorization program² in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

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

672153

EEV/Basic Pilot Program* User Identification Number

Saint Joseph's Mercy Care Services, Inc. (Mercy Care)

Name of Contractor (Agency)



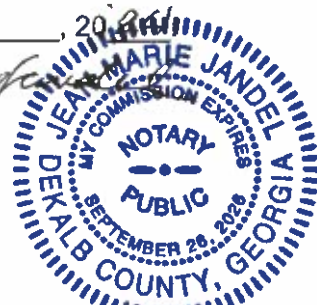
BY: Authorized Signature of Officer or Agent of Contractor

CEO, Saint Joseph's/Mercy Care

Title of Authorized Officer or Agent of Contractor of Contractor

Kathryn Lawler

Printed Name of Authorized Officer or Agent of Contractor

Sworn to and subscribed before me this 27th day of February, 2024Notary Public: Jean Marie Landel JantharaCounty: DeKalbCommission Expires: 20 September 2026

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

²[Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603].

FORM G: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT**Instructions:** NOT APPLICABLE

In the event that your company is awarded the contract for this project and will be utilizing the services of any subcontractor(s) in connection with the physical performance of services pursuant to this contract, the following affidavit must be completed by such subcontractor(s). Your company must provide a copy of each such affidavit to Fulton County Government, Department of Purchasing & Contract Compliance with the proposal submittal.

All subcontractor affidavit(s) shall become a part of the contract and all subcontractor(s) affidavits shall be maintained by your company and available for inspection by Fulton County Government at any time during the term of the contract. All subcontractor(s) affidavit(s) shall become a part of any contractor/subcontractor agreement(s) entered into by your company.

Applicants are required to complete and upload FORM F and FORM G in two (2) places FORM F: 2024 Georgia Security and Immigration Contractor Affidavit and Agreement, and as applicable FORM G: 2024 Georgia Security and Immigration Subcontractor Affidavit. Must use templates provided in the RFP. Previous year forms will not be accepted.

Form F must include name of agency, EEV number, Signature & Notary.

If applicable, Form G must include name, EEV number, and Signature of subcontractor.

Upload 1-Via Purchasing Bid page - BidNet Direct:

<https://www.bidnetdirect.com/georgia/fultoncounty>

(Note: You will be required to set up a FREE registration with BidNet Direct to use the upload feature)

Upload 2 -Via WebGrants under 2024 CCSP Eligibility Requirements:

<https://fulton.dullestech.net>

To Complete Fillable Form - Please enter the all required information,

- ✓ Press "TAB" key to navigate easily through the form *once you enter your Agency name, it will repopulate throughout the form.*
- ✓ Save as: "Form F Agency Name"
- ✓ Print for Signature and Notary.
- ✓ Scan and upload to WebGrants as directed above in "Upload 1 and Upload 2"

STATE OF GEORGIA**COUNTY OF FULTON****FORM G: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT**

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services³ under a contract with **[insert name of prime contractor (Agency)] Not Applicable** on 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 of Subcontractor

Name of Subcontractor (Individual/Agency)

BY: Authorized Signature Officer or Agent of Subcontractor

Title of Authorized Officer or Agent of Subcontractor

Printed Name of Authorized Officer or Agent of Subcontractor

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

Notary Public: _____

County: _____

Commission Expires: _____

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

⁴*[Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603].

DATE (MM/DD/YYYY)
12/22/2023

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 MARSH USA LLC. 325 John H. McConnell Boulevard, Suite 350 Columbus, OH 43215	CONTACT NAME: ...	
	PHONE (A/C, No. Ext):	FAX (A/C, No):
CN102513532-ALL-AUWC-24-25 SJM ATL	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED Trinity Health Corporation Saint Joseph's Mercy Care Services, Inc. dba Mercy Care 424 Decatur St., SE Atlanta, GA 30312	INSURER A : Safety National Casualty Corporation	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

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

INSR LTR	TYPE OF INSURANCE				ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS				
	COMMERCIAL GENERAL LIABILITY									EACH OCCURRENCE				
	CLAIMS-MADE OCCUR									DAMAGE TO RENTED PREMISES (Ea occurrence)		\$		
										MED EXP (Any one person)		\$		
										PERSONAL & ADV INJURY		\$		
	GEN'L AGGREGATE LIMIT APPLIES PER:									GENERAL AGGREGATE		\$		
	POLICY PRO-JECT LOC									PRODUCTS - COMP/OP AGG		\$		
	OTHER:											\$		
														\$
A	AUTOMOBILE LIABILITY						CA6675474	01/01/2024	01/01/2025	COMBINED SINGLE LIMIT (Ea accident)		\$ 1,000,000		
X	ANY AUTO									BODILY INJURY (Per person)		\$		
	OWNED AUTOS ONLY SCHEDULED AUTOS									BODILY INJURY (Per accident)		\$		
	HIRED AUTOS ONLY NON-OWNED AUTOS ONLY									PROPERTY DAMAGE (Per accident)		\$		
												\$		
												\$		
	UMBRELLA LIAB OCCUR									EACH OCCURRENCE		\$		
	EXCESS LIAB CLAIMS-MADE									AGGREGATE		\$		
	DED RETENTION \$											\$		
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				N / A		SP4067776	01/01/2024	01/01/2025	X	PER STATUTE	OTH-ER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)												E.L. EACH ACCIDENT	\$ 1,000,000
A	If yes, describe under DESCRIPTION OF OPERATIONS below												E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
													E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
A	WORKERS COMPENSATION						SP4067776 (AL CA CT DE ID IL IA MA MD MI NY NC OH OR PA-\$750K	01/01/2024	01/01/2025	SEE ABOVE		SEE ABOVE		
	(CONTINUED ON PAGE 2)									SEE ABOVE		SEE ABOVE		

Marsh USA Inc.

AGENCY CUSTOMER ID: CN102513532
LOC #: Columbus



ADDITIONAL REMARKS SCHEDULE

AGENCY MARSH USA LLC.		NAMED INSURED Trinity Health Corporation Saint Joseph's Mercy Care Services, Inc. dba Mercy Care 424 Decatur St., SE Atlanta, GA 30312
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

WORKERS COMPENSATION (CONT.)
COVERAGE: WORKERS COMPENSATION (AK, AR, AZ, CO, GA, IA, KS, KY, LA, ME, MN, MO, MS, MT, NE, NH, NJ, NM, NV, OK, RI, SC, SD, TN, TX, UT, VA, WV)
INSURER: SAFETY NATIONAL CASUALTY CORPORATION
POLICY NUMBER: LDS4059706
POLICY DATES: 01/01/2024 - 01/01/2025
LIMITS: SEE FIRST PAGE
DEDUCTIBLE: \$750,000



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/18/2024

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 Marsh Management Services Cayman Ltd. 23 Lime Tree Bay Avenue, Governor's Square Bldg. 4, 2nd Floor - PO Box 1051 Grand Cayman KY1-1102 CAYMAN ISLANDS CN102513532--GLPL-24-25 SJM ATL	CONTACT NAME: _____ PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____ <table style="width: 100%;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: Trinity Assurance, Ltd.</td> <td></td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</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> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Trinity Assurance, Ltd.		INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Trinity Assurance, Ltd.															
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INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															
INSURED Trinity Health Corporation Saint Joseph's Mercy Care Services, Inc. dba Mercy Care 424 Decatur St., SE Atlanta, GA 30312															

COVERAGES**CERTIFICATE NUMBER:**

CLE-006704693-13

REVISION NUMBER: 3

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			V-24/25-INTPR-1001	07/01/2024	07/01/2025	EACH OCCURRENCE \$ 2,000,000
	<input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 4,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$
	OTHER:						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE						\$
	DED <input type="checkbox"/> RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N <input checked="" type="checkbox"/> N / A						E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability			V-24/25-INTPR-1001	07/01/2024	07/01/2025	EACH OCC / LOSS \$ 5,000,000

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

Fulton County Government its employees, servants and agents are included as additional insured where required by written contract with respect to General Liability.

All Employees (including Employed Physicians, Interns, Residents, Nurses, Volunteers and other Professional Employees) are insured while acting within the scope of their duties. Coverage is effective the first day of employment to the last day of employment.

CERTIFICATE HOLDER**CANCELLATION**

Fulton County Government
 141 Pryor St SW
 Atlanta, GA 30303-3408

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

Marsh Management Services Cayman Ltd.

© 1988-2016 ACORD CORPORATION. All rights reserved.

IN WITNESS THEREOF, the Parties hereto have caused this Contract to be executed by their duly authorized representatives as attested and witnessed and, as applicable, their corporate seals to be hereunto affixed as of the day and year date first above written.

OWNER:

CONTRACTOR:

FULTON COUNTY, GEORGIA

VENDOR NAME Saint Joseph's Mercy Care Services, Inc.

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

DocuSigned by: Name of Signatory: Kathryn Lawler
Kathryn Lawler
Title of Signatory: CEO
E64E35713E56467...
Authorized Signature

ATTEST:

ATTEST:

DocuSigned by:
Tonya R. Grier
FEC476C4837648D...
Tonya R. Grier
Clerk to the Commission
(Affix County Seal)

Signed by: Name of 2nd Signatory: JEAN JANDEL
Jean Jandel
Title of 2nd Signatory: Executive Assistance
71951C08D0A1403...
Second Authorized Signature
(Affix Corporate Seal, if applicable)

APPROVED AS TO FORM:

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

APPROVED AS TO CONTENT:

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

Please select RM or 2ND RM from the checkbox

RM	X 2ND RM
ITEM#: _____ RM: _____ REGULAR MEETING	ITEM#: 24-0350 2ND RM: 5/15/2024 SECOND REGULAR MEETING

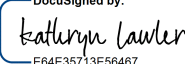
Certificate Of Completion

Envelope Id: 19CDC5794C3D4251BD7AA7C898E1B34B		Status: Completed
Subject: Please DocuSign: 2024 CCSP Contract-Sanit Joseph's Mercy Care Services, Inc.-BOC Agenda#24-0350		
Parcel ID:		
Employee Name:		
Source Envelope:		
Document Pages: 32	Signatures: 6	Envelope Originator:
Certificate Pages: 7	Initials: 0	Cherie Williams
AutoNav: Enabled	Stamps: 2	141 Pryor Street
Envelopeld Stamping: Enabled		Purchasing & Contract Compliance, Suite 1168
Time Zone: (UTC-05:00) Eastern Time (US & Canada)		Atlanta, GA 30303
		Cherie.Williams@fultoncountyga.gov
		IP Address: 136.55.230.223

Record Tracking

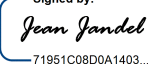

Status: Original	Holder: Cherie Williams	Location: DocuSign
10/16/2024 11:04:00 AM	Cherie.Williams@fultoncountyga.gov	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Fulton County Government	Location: DocuSign

Signer Events	Signature	Timestamp
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Kathryn Lawler	<div>DocuSigned by:</div> <div></div> <div>E64E35713E56467...</div>	Sent: 10/16/2024 11:22:32 AM
Kathryn.Lawler@mercyatlanta.org		Resent: 10/17/2024 9:51:48 AM
CEO		Viewed: 10/17/2024 11:45:15 AM
Security Level: Email, Account Authentication (None)	Signature Adoption: Pre-selected Style	Signed: 10/17/2024 11:46:12 AM
	Using IP Address: 170.232.235.240	

Electronic Record and Signature Disclosure:

Accepted: 10/17/2024 11:45:15 AM
ID: f6fedbb5-9a6a-4fcb-bae9-7ea2f0540e7d

Jean Jandel	<div>Signed by:</div> <div></div> <div>71951C08D0A1403...</div> <div></div>	Sent: 10/17/2024 11:46:16 AM
JEAN.JANDEL@mercyatlanta.org		Viewed: 10/17/2024 12:16:10 PM
Security Level: Email, Account Authentication (None)		Signed: 10/17/2024 12:19:03 PM
	Signature Adoption: Pre-selected Style	
	Using IP Address: 170.232.235.240	

Electronic Record and Signature Disclosure:

Accepted: 10/17/2024 12:16:10 PM
ID: 5ebd06f4-a0a9-4909-adc3-ae5c24ab0c38

Mark Hawks2	<div>Completed</div>	Sent: 10/17/2024 12:19:06 PM
mark.hawks@fultoncountyga.gov		Viewed: 10/17/2024 3:59:39 PM
Chief Assistant Purchasing Agent		Signed: 10/17/2024 3:59:53 PM
Purchasing and Contract Compliance	Using IP Address: 45.20.200.178	

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Signer Events	Signature	Timestamp
Stanley Wilson Stanley.Wilson@fultoncountyga.gov Director Stanley Wilson Security Level: Email, Account Authentication (None)	DocuSigned by:  5E4D76DFB4A0450... Signature Adoption: Pre-selected Style Using IP Address: 76.209.103.30	Sent: 10/17/2024 3:59:57 PM Viewed: 10/17/2024 4:05:10 PM Signed: 10/17/2024 4:05:20 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Lauren Hansford lauren.hansford@fultoncountyga.gov Security Level: Email, Account Authentication (None)	Completed Using IP Address: 24.99.91.51	Sent: 10/17/2024 4:05:23 PM Resent: 10/21/2024 3:02:47 PM Viewed: 10/22/2024 8:29:13 AM Signed: 10/22/2024 8:30:32 AM
Electronic Record and Signature Disclosure: Accepted: 10/22/2024 8:29:13 AM ID: 920204fa-2fdf-4087-a50d-68a84bdbfde2		
David Lowman David.Lowman@fultoncountyga.gov Security Level: Email, Account Authentication (None)	Signed by:  0EC92EDADEFB4B8... Signature Adoption: Pre-selected Style Using IP Address: 47.36.19.90	Sent: 10/22/2024 8:30:36 AM Viewed: 10/22/2024 8:56:12 AM Signed: 10/22/2024 8:58:59 AM
Electronic Record and Signature Disclosure: Accepted: 10/22/2024 8:56:12 AM ID: fdaf0c9e-bfa9-43b5-841d-a98aeeacd89b		
Nikki Peterson nikki.peterson@fultoncountyga.gov Chief Deputy Clerk to the Board of Commissioners Fulton County Government Security Level: Email, Account Authentication (None)	Completed Using IP Address: 68.208.197.4	Sent: 10/22/2024 8:59:03 AM Viewed: 10/22/2024 3:38:07 PM Signed: 10/22/2024 3:40:41 PM
Electronic Record and Signature Disclosure: Accepted: 11/27/2017 1:39:37 PM ID: b7ce88ee-0c66-4f3a-bfee-705e0af602d8		
Robert L. Pitts michael.oconnor@fultoncountyga.gov Security Level: Email, Account Authentication (None)	DocuSigned by:  BA715B1A26544E7... Signature Adoption: Pre-selected Style Using IP Address: 68.208.197.4	Sent: 10/22/2024 3:40:45 PM Viewed: 10/22/2024 3:42:48 PM Signed: 10/22/2024 3:42:55 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Tonya R. Grier tonya.grier@fultoncountyga.gov Clerk to the Commission Fulton County Security Level: Email, Account Authentication (None)	DocuSigned by:  EEC476C4837648D...  Signature Adoption: Pre-selected Style Using IP Address: 99.96.24.191	Sent: 10/22/2024 3:42:59 PM Viewed: 10/23/2024 10:07:51 AM Signed: 10/23/2024 10:08:19 AM
Electronic Record and Signature Disclosure:		

Signer Events	Signature	Timestamp
Accepted: 3/16/2018 10:54:59 AM ID: f3f241e8-3027-4447-9476-6cf20ae25dd4 Mark Hawks3 mark.hawks@fultoncountyga.gov Chief Assistant Purchasing Agent Purchasing and Contract Compliance Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	Completed Using IP Address: 45.20.200.178	Sent: 10/23/2024 10:08:24 AM Viewed: 10/23/2024 10:09:05 AM Signed: 10/23/2024 10:09:11 AM
In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Atif Henderson Atif.Henderson@fultoncountyga.gov Fulton County Government Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 10/16/2024 11:22:30 AM
Cherie Williams cherie.williams@fultoncountyga.gov Fulton County Government Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 10/16/2024 11:22:30 AM Resent: 10/23/2024 10:09:22 AM
Carlos Thomas carlos.thomas@fultoncountyga.gov Division Manager Fulton County Government Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 10/16/2024 11:22:31 AM
Dian DeVaughn dian.devaughn@fultoncountyga.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 10/23/2024 10:09:16 AM Viewed: 10/23/2024 12:43:58 PM
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	10/16/2024 11:22:30 AM
Certified Delivered	Security Checked	10/23/2024 10:09:05 AM
Signing Complete	Security Checked	10/23/2024 10:09:11 AM
Completed	Security Checked	10/23/2024 10:09:16 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

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Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

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