



**FULTON  
COUNTY**

**CONTRACT DOCUMENTS FOR  
25RFP1338515A-BKJ (A)  
Senior In-Home Services**

**For  
Senior Services**

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## CONTRACT AGREEMENT

Consultant: Southern Homecare Services dba Always Caring Home Care

Contract No.: 25RFP1338515A-BKJ, Senior In-Home Services

Address: 2296 Henderson Mill Rd., Suite 202  
City, State Atlanta, GA 30345

Telephone: 770-414-1350

Email: [kmcdougal@allwayscaring.com](mailto:kmcdougal@allwayscaring.com)

Contact: Kelley McDougal  
State Director

This Agreement made and entered into effective the 1st day of January, 2026, by and between **FULTON COUNTY, GEORGIA**, a political subdivision of the State of Georgia, hereinafter referred to as "**County**", and Always Caring Home Care, hereinafter referred to as "**Consultant**", authorized to transact business in the State of Georgia.

### WITNESSETH

WHEREAS, County through its Senior Services department hereinafter referred to as the "**Department**", desires to retain a qualified and experienced Consultant to perform Vendors will provide homemaker, and personal care services to seniors at their place of residence, 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 12-03-2025 and 25-0934.

#### 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 Vendors will provide homemaker, and personal care services to seniors at their place of residence. 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. MULTI-YEAR 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 January 1, 2026, the starting date, and shall end absolutely and without further obligation on the part of the county on the 31<sup>st</sup> day of December 2026. 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 three (3) 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:

Option Period	Option Duration	Start Date	End Date
1	12 months	01-01-2027	12-31-2027
2	12 months	01-01-2028	12-31-2028
3	12 months	01-01-2029	12-31-2029

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 \$719,742.91, (Seven Hundred Nineteen Thousand Seven Hundred Forty Two Dollars and Ninety One 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 acts, errors, or omissions in the performance of professional services, the Consultant 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 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 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 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 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 is prejudiced, suffers loss, or incurs additional expense solely because of the delay.

**22.3 Defense.** Consultant/Contractor, at Consultant 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 (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 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 shall acknowledge in writing delivered to the Indemnified Person (with a copy to the County Attorney) that Consultant 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 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 shall retain its own separate counsel, each at Consultant sole cost and expense.

**22.4.2 Voluntary Separate Counsel.** Notwithstanding Consultant 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 has complied with all of Consultant'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 has not complied with all of Consultant's obligations with respect to such claim, Consultant shall be obligated to pay the cost and expense of such separate counsel). Consultant 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 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  
141 Pryor Street  
Atlanta, Georgia 30303  
Telephone: 404-245-8580  
Email: [Monique.Chadband@fultoncountyga.gov](mailto:Monique.Chadband@fultoncountyga.gov)  
Attention: Monique Chadband

**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](mailto:felicia.strong-whitaker@fultoncountyga.gov)  
Attention: Felicia Strong-Whitaker

Notices to Consultant shall be addressed as follows:

Southern Home Care Services, Inc. dba All Ways Caring Home Care  
2296 Henderson Mill Road Ste. 202  
Atlanta, GA 30345  
Telephone: 770-414-1350  
Email: [kmcdougal@allwayscaring.com](mailto:kmcdougal@allwayscaring.com)  
Attention: Kelley McDougal

**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](mailto: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**

*Robert L. Pitts*

Robert L. Pitts, Chairman  
Fulton County Board of Commissioners

CONSULTANT:

**SOUTHERN HOME CARE  
SERVICES INC., DBA ALL WAYS  
CARING HOMECARE**

*Sherry Pemberton*

Sherry Pemberton  
VP of Contracts

ATTEST:

*Tonya R. Grier*

Tonya R. Grier  
Clerk to the Commission

(Affix County Seal)



APPROVED AS TO FORM:

*Chad Alexis*

Office of the County Attorney

APPROVED AS TO CONTENT:

*Ladisa Onyiliogwu*

Ladisa Onyiliogwu, Director  
Department of Senior Services

RCS

X RM

ITEM#: _____ RCS: _____	ITEM#: 25-0934A RM: 12/03/2025
<b>RECESS MEETING</b>	<b>REGULAR MEETING</b>



Certificate of Insurance

# **ADDENDA**

**EXHIBIT A**

**GENERAL CONDITIONS**

## GENERAL CONDITIONS

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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).

**EXHIBIT B**

**SPECIAL CONDITIONS**

**No Special Conditions were required for this Project**

**EXHIBIT C**

**SCOPE OF WORK**

# SCOPE OF WORK

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The Consultant shall provide in the home of the service recipient 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 208, 306, 308, and 310. Below is a link to the index of service requirements. The successful proposer (s) must read the service requirements and agree to implement services in compliance with the standards. <http://odis.dhs.ga.gov/ChooseCategory.aspx?cid=817>

This contract is intended to identify a group of qualified service providers operating in the North, Central, and/or South regions of Fulton County. Clients will be assigned to vendors on the list on a rotation basis or at the preference of the client. Clients may be reassigned based on client complaints at the discretion of the Fulton County Department of Senior Services. Excessive client complaints may result in the removal of the service provider (either temporary or permanent) from the rotation.

In-home assessments and care plans will be conducted by agencies under contract for Case Management services. The successful proposer (s) will be required to communicate with the Case Management services agencies through in-person, email, zoom, and conference calls to be developed by the County. The successful proposer (s) will also be required to participate in regularly scheduled case review meetings with the Care Management services agencies. The successful proposer will also be required to participate in regular and scheduled meetings with the Fulton County Department of Senior Services Program Managers.

There are three (3) categories to provide In-Home Services:

1. Homemaker Services Only
2. Personal Care Services Only
3. Homemaker Services and Personal Care Services
4. Homemaker Services and Respite Care
5. Homemaker, Personal Care and Respite Care
6. Respite Care Only

## **IN-HOME SERVICES**

### **State Licensure**

Providers of in-home services must demonstrate compliance with all applicable licensure requirements for private home care providers under the Rules and Regulations of the State of Georgia as found at §290-5-54. (Note: entities providing **ONLY** homemaker services are not subject to licensure.) Specific provisions include, but are not limited to:

(a) Each private home care provider shall have a governing body empowered and responsible to determine organizational policies and procedures and to assure compliance with rules, regulations, policies and procedures.

(b) The Georgia Department of Human Services may issue a provisional license:

- (1) To allow a newly established provider a reasonable, but limited, time to demonstrate that its operational procedures comply with applicable rules; or
- (2) To allow an existing provider a reasonable length of time to comply with these rules and regulations based on an acceptable plan of improvement.

- (c) The provider's administrator and its employees must be qualified, as defined in Georgia rules and regulations, to direct or work in the program.
- (d) Each separate office location of a provider must obtain separate licensure.
- (e) The provider shall display the license in a prominent and appropriate location at the licensed location;
- (f) The provider may not transfer any license issued under Georgia rules and regulations and must surrender the license to the Department in cases of changes of name, location, ownership or governing body, or if suspended, revoked, or limited. The provider shall notify the Department and the Area Agency 15 days in advance of any change in location.
- (g) Exemptions to licensure include, but are not limited to:
  - (1) When services are provided directly by an individual, either with or without compensation, and not by agents or employees of the individual; not through independent contractors or referral arrangements made by an individual who has ownership or financial interest in the delivery of those services by others who would deliver services.
  - (2) When services are provided by the temporary placement of professionals and paraprofessionals to perform those services in places other than a person's residence;
  - (3) When services are provided by home health agencies, which are licensed under state law;
  - (4) When services are provided in a personal care home by staff of the home.
  - (5) When the services provided are homemaking or housekeeping only in nature and not an integral component of a personal care or companion/supervisory service.

### **Mandatory Reporting of Suspected Abuse, Neglect or Exploitation**

All staff of in-home service provider agencies involved in the direct care of clients in their homes, or supervision of direct care workers, are mandated reporters according to state law and shall be familiar with and be able to recognize situations of possible abuse, neglect or exploitation or likelihood of serious physical harm to persons receiving services. Providers shall develop procedures for reporting suspected abuse, neglect or exploitation to the appropriate law enforcement agency prosecuting attorney, or county department of family and children services.

### **Service Provision**

Specific In-home services to be provided by the successful bidder include:

#### **1. Homemaker Services**

Service activities may include planned and routine provision of:

- (a) Housekeeping and home management activities:

- (1) Cleaning, including vacuuming, sweeping, mopping; cleaning bathroom fixtures; dusting; washing inside windows and cleaning blinds on windows if no climbing is required;
  - (2) Laundry, including folding and storing clothing and linens;
  - (3) Ironing and mending clothes and linens;
  - (4) Washing, drying, and storing dishes and utensils;
  - (5) Bagging and placing garbage in collection containers;
  - (6) Making beds and changing linens (only while client is out of bed);
  - (7) Shopping for household essentials, including assisting clients with economical purchasing, consistent with their budgets;
  - (8) Assisting client in organizing household routines;
  - (9) Performing necessary reading and writing tasks, if requested and indicated by client's inability to read due to physical/visual impairment or other inability to read and write and for the purposes of assisting with the activities of daily living;
  - (10) Performing essential errands (obtaining food stamps, picking up prescriptions, posting mail, etc.);
- (b) Meal preparation:
- (1) Assisting in planning meals/menus that are appropriate for the older person's needs and are consistent with the Dietary Guidelines for Americans;
  - (2) Preparing and serving meals; and
  - (3) Using sanitary practices for handling, preparing and storing food.
- (c) Escort assistance: Accompanying a client on trips to obtain health care services and other necessary items and services. (Also see §306.7(b) (9), regarding transporting clients)
- (d) Client education: Instructing clients in ways to become self-sufficient in performing household tasks, when appropriate and beneficial.

## **2. Personal Care Services**

Service activities may include planned and routine provision of:

- (a) Assistance with activities related to the care of the client's physical health, such as:
- (1) Dressing and undressing;
  - (2) Bathing;
  - (3) Shaving;
  - (4) Dental care and oral hygiene;
  - (5) Grooming, including taking care of routine hair and skin needs;
  - (6) Toileting, including assistance with continence care;
  - (7) Self-administration of medication and/ or use of health maintenance equipment;

- (8) Transferring, including moving in and out of bed;
- (9) Mobility in and around the home and range of motion exercises; and
- (10) Eating.

(b) Service activities reported as personal care **do not** include:

- (1) Pet grooming/care;
- (2) Home repair;
- (3) Moving heavy objects or furnishings;
- (4) Physical, speech or occupational therapies;
- (5) Medical nutrition therapies;
- (6) Medical social services;
- (7) Home health aide services provided by a home health agency;
- (8) Skilled nursing services;
- (9) Meal preparation;
- (10) Housekeeping tasks;
- (11) Household maintenance activities, such as snow removal, hauling firewood, changing storm windows and screens, and yard work;
- (12) Personal finances and mail, including paying bills and writing checks;
- (13) Shopping;
- (14) Performing personal care or other tasks for members of the household other than the client;
- (15) Providing friendly visiting only;
- (16) Performing tasks not assigned by the supervisor or case manager and reflected in the care plan

### 3. Respite Services

Service activities may include planned and routine provision of:

Respite care activities are planned with input from the caregiver, (and the care receiver, if appropriate), based upon an assessment of both of their needs and the degree of physical and/or cognitive impairment of the care receiver. Service activities are grouped into two levels, according to the skill required of the respite care worker to perform the activity.

- (1) Level 1: Helping the care receiver with activities which require no special qualifications/ training, such as providing companionship, supervision, light housekeeping, social or leisure activities, or simple meal preparation (cooking or reheating).
- (2) Level 2: Helping with activities of daily living for which special qualifications/ training is required, but for which a licensed health practitioner is not required, including personal care, lifting, turning, transferring, providing reminders for and assistance with self-administration of medications.

(b) Service activities performed by in-home respite care workers do not include:

- (1) Pet grooming/pet care;
- (2) Home maintenance and repair, including changing storm windows;
- (3) Moving heavy objects or furnishings; lawn care, gardening, raking or snow removal;

- (4) Physical, speech or occupational therapies, unless performed by qualified, license health care professionals;
- (5) Medical social services;
- (6) Home health aide services provided by a home health agency;
- (7) Assisting with personal finances and mail, including paying bills and writing checks;
- (8) Performing tasks not assigned by the supervisor or case manager and reflected in the care plan.

**EXHIBIT D**

**PROJECT DELIVERABLES**

# PROJECT DELIVERABLES

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This service's intended outcomes are to maintain/ improve quality of life, and for the prevention of unnecessary out of home placement. Additional outcomes include the maintenance/ improvement of the following: personal hygiene, safety, and environmental cleanliness.

Service providers shall ensure that their services achieve the following:

Service Provision meets the requirements and Standards referenced in Section 1.1.

Measured through monitoring visits by the Department of Senior Services Evaluation Team. Service provision is either compliant or non-compliant with Standards as outlined in the HCBS Manual.

(1) Service Provision meets the requirements of the individual care plans as determined by Case Managers.

Measured by the Program Evaluation Team by comparing a random sampling of Care Plans to actual service provision.

(2) A service schedule is established for each client and service is provided according to the schedule at least 90% of the time (Client initiated changes in schedule will be accepted.).

Measured by the Program Evaluation Team by comparing a random sampling of scheduled visits to time sheets or electronic records of actual service provision; and results of Customer Satisfaction Surveys.

(3) Ninety percent (90%) of clients rate services as "Good" or better in annual customer service surveys conducted by the Department of Senior Services.

Measured by the Program Evaluation Team through Customer Satisfaction Surveys.

## Supervisory/Monitoring Visits

Appropriate supervisory staff shall make visits to each client's residence, in accordance with time frames established by state licensure requirements or other DAS requirements, starting from the date of initial assessment, or as the level of care requires, to ensure that the client's (and/ or caregiver's if present) needs are met. The visit shall include an assessment of the client's general condition; vital signs, if applicable to the service being provided; a review of progress toward goal attainment; any problems noted; and the client's/caregiver's satisfaction with services. Supervisors also shall observe and note the appropriateness of the level of services being provided.

## Emergency contact

Clients will furnish to the provider information on an emergency contact person, which the agency will maintain in its client record. If no emergency contact person is identified, the provider shall list the local law enforcement agency as the contact. The emergency contact person and phone number(s) shall be verified and updated at the time of each reassessment.

## Staffing

Providers of in-home services shall have sufficient numbers of qualified staff, as required by the Georgia Department of Human Services rules and regulations, and/ or the Department of Senior Services requirements, to provide services specified in the service agreements with clients.

## Orientation and Training Requirements

The successful provider agency shall provide services with personnel who possess the qualifications and competencies to perform requested and agreed upon services of the client or family. The agency maintains documentation that an individual is able to perform assigned duties.

The agency provides “core” training prior to assigning aides to work. Training to be completed within the first year of employment should consist, but is not limited to the following topics:

- Agency policies and procedures;
- The philosophy and values of community integration and consumer-driven care;
- Recognizing/ reporting of suspected abuse, neglect, exploitation;
- Recognizing changes in the client's health condition indicating the need for emergency procedures or health services;
- The agency's code of ethics and employee conduct;
- Client rights and responsibilities;
- The agency's complaint handling process;
- Recognizing/ reporting client progress and problems to supervisory staff;
- The employee's obligation to inform the employer of known exposure to tuberculosis, hepatitis, or any other communicable disease.

The agency requires at least 8 hours of in-service or additional training annually in order to improve each employee's ability to meet the needs of the client/ caregiver and support the accomplishment of service outcomes.

Additional training topics include at a minimum the following:

- Basic communication skills (1 hour)
- Family relationships (1 hour)
- Aging process (1 hour) Working with adults; understanding impairments in ADL/IADL (1 hour)
- Cognitive impairments (1 hour)
- Nutrition (4 hours)
- Cleaning and care tasks in the home. (3 hours)
- The provider instructs each worker on procedures to obtain emergency healthcare assistance.

Staff responsible for directing training needs to ensure that each staff person meets minimum qualifications.

## Administrative Requirements

- (a) The providers shall establish and implement written policies and procedures that define the scope of in-home services it offers and the type of clients it serves.
- (b) Provider agencies shall maintain accurate administrative, fiscal, personnel, and client case records that shall be accessible and available to authorized representatives of the Area Agency on Aging, the Division of Aging Services, the Department of Human Resources, and others as required by law.
- (c) Service agreements. No provider shall offer to contract for or provide a client any in-home service that it cannot reasonably expect to deliver.
  - 1) Each provider shall develop and implement policies and procedures for service agreements. All services provided to a client shall be based on the care plan provided by Fulton County DSS and/or a subcontracted case management agency. A written service agreement entered into with the client or the client's

responsible party. The agreement shall include:

- i. The date the provider makes initial contact with the client for services;
- ii. The date of referral;
- iii. Description of services/ activities needed, as stated by the client or responsible party;
- iv. A description of the services to be provided; and expected days, times frequency and duration of visits;
- v. Information regarding the client's/ family's opportunity to contribute voluntarily toward the cost of services;
- vi. The client's acknowledgement of receipt of "Client's Rights and Responsibilities" written notification. (See Appendix A for listing of rights and responsibilities);
- vii. A telephone number for the provider which the client can call for information, questions, or complaints about the services supplied by the provider and information regarding supervision by the agency of the services to be provided;
- viii. The telephone number of the state licensing authority (DCH Healthcare Facility Regulation Division) for information and filing of complaints which have not been resolved satisfactorily at the local level, for those agencies providing services subject to state licensure; or the number of the Area Agency on Aging and Division of Aging Services, if not subject to licensure;
- ix. Signatures of the provider's representative and the client or responsible party and date signed; or in the case of refusal to sign, such refusal shall be noted on the agreement with an explanation from the provider's representative.

Providers shall complete service agreements for new clients *not later than the second visit to the client's residence to provide services, or not later than seven calendar days after services initially are provided in the residence, whichever date is earlier.* If unable to complete the service agreement for good cause, the provider will document the reasons in the client record. Subsequent revisions to the initial service agreement may be indicated by the provider noting in the client record the specific changes in services(e.g. addition, reduction or deletion of services, changes in duration, frequency or scheduling; changes in charges for service, etc..) that will occur, documentation that changes were discussed with and agreed to by client/responsible party, who signed the initial agreement prior to the be indicated by the provider noting in the client record the specific changes in service (e.g. addition, reduction or deletion changes occurring.

- (d) The client has the right to cancel any service agreement prior to notifying the provider of cancellation. The provider may assess a reasonable charge for travel and staff time if notice of cancellation is not provided in time to cancel a previously scheduled home visit for service delivery.
- (e) The provider agency shall furnish adequate identification (ID) to employees who provide in-home services or who have direct contact with clients/caregivers.
  1. Each employee shall carry the ID and either wear it on his/her person or present it to the client/caregiver upon request.
  2. An adequate ID is one that is made of permanent materials and which shows the provider agency name, the employee's name, title, and photograph.
  3. The provider shall issue the ID at the time of employment and shall require the return of ID from each employee upon termination of employment

- (f) The agency shall ensure that no in-home services worker is a member of the immediate family of the client/ caregiver being served by that worker.
- (g) Each provider agency shall establish and enforce a code of ethics which is distributed to all employees and clients/families. The code shall provide for workers' use of bathroom facilities, and with the client's consent, allow workers to eat lunch or snacks, provided by the workers, in the client's home. The code of ethics shall include, at a minimum, prohibitions regarding:
  - 1. Consumption of clients' food or drink, except for water.
  - 2. Use of clients' telephones for personal calls.
  - 3. Discussion of one's own or others' personal problems, religious or political beliefs with the client.
  - 4. Bringing other persons, including children, not involved in providing care to the clients' homes.
  - 5. Solicitation or acceptance of tips, gifts, or loans in the form of money or goods for personal gain from clients/caregivers.
  - 6. Consumption of alcoholic beverages, or use of medicines or drugs for any purpose, other than as ordered or prescribed for medical treatment, in the clients' homes or prior to being present in the home to provide services.
  - 7. Smoking in clients' homes.
  - 8. Breach of the clients'/caregivers' privacy or confidentiality of information and records.
  - 9. Purchase of any item from the client/caregiver, even at fair market value.
  - 10. Assuming control of the financial or personal affairs, or both, of the client or his/her estate, including accepting power of attorney or guardianship.
  - 11. Taking anything from the client's home.
  - 12. Committing any act of abuse, neglect or exploitation.
- (h) Agency Administrator. The governing body shall appoint an administrator who shall have full authority and responsibility for the operation of the provider organization and who meets the minimum qualifications of the Rules and Regulations of the State of Georgia, §290.5.54.-09(3). In addition to the minimum qualifications set by state rules, the administrator shall, by virtue of education, training and/ or experience, demonstrate the ability to manage the aging program services.
- (i) Record keeping
  - 1) Client records. Providers shall maintain separate files containing all written records pertaining to the services provided for each client served, including, at a minimum, the following:
    - i. Assessment and reassessment documentation, gathered through the use of instruments or inventories specified or approved by the Department of Senior Services;
    - ii. Identifying information including the name, address, telephone number of the client/ responsible party, if applicable;
    - iii. Current service agreement;
    - iv. Current service or care plan;
    - v. Documentation of tasks performed by homemaker, personal, or respite care staff.
    - vi. Documentation of findings of home supervisory visits unless reflected in the service plan.
    - vii. Any material reports from or about the client that relate to the care being provided, including items such as progress notes and problems reported

by employees of the provider agency; communications with personal physicians or other health care providers; communications with family members or responsible parties, and the like.

- viii. The names, addresses and telephone numbers of the client's personal physicians, if any, if applicable to the service being provided;
- ix. The date of the referral.
- x. Any and all additional information requested or required by the Division.

2) Retention and confidentiality of client records.

- i. Providers shall establish and implement written policies and procedures for the maintenance and security of client records, specifying who shall supervise the maintenance of records; who shall have custody of records; to which records may be released and for what purposes.
- ii. At a minimum, providers shall retain client records for five years from the date of the last service provided.
- iii. Providers shall maintain the confidentiality of client records.
- iv. Employees of the provider shall not disclose or knowingly permit the disclosure of any information in a client record except to appropriate provider staff, the client, the responsible party (if applicable), the client's physician or other health care provider, the Department of Human Services, the Division of Aging Services, other individuals authorized by the client in writing, or by subpoena.

3) Personnel records

Providers shall maintain separate written records for each employee, including the following:

- i. Identifying information: name, address, telephone number, emergency contact person(s);
- ii. Employment history for previous five years or complete history if the person has not been employed for five years;
- iii. Documentation of qualifications;
- iv. Documentation of a satisfactory tuberculosis screening test upon employment and annually thereafter;
- v. Date of employment;
- vi. Individual job descriptions or statements of persons' duties and responsibilities;
- vii. Documentation of completion of orientation and training requirements.
- viii. Documentation of an annual performance evaluation, at a minimum; and
- ix. If the agency requires employees to be bonded, documentation of bonding, if employee performs homemaker functions which permits limited or unlimited access to the client's personal funds. If coverage is provided through a general liability policy, the provider need not maintain documentation separately in each personnel file.

4) Reports of complaints and incidents

Providers shall maintain:

- i. Files of all documentation of complaints submitted in accordance with Rules and Regulations of the State of Georgia;
- ii. All incident reports or reports of unusual occurrences (falls, accidents, etc.)

- that affect the health, safety and welfare of the clients, for a minimum of five years;
- iii. Documentation of action taken by the provider to resolve clients' complaints and to address any incident reports or unusual occurrences.

## Provider Quality Assurance and Program Evaluation

- (a) Providers of in-home services shall develop and implement an annual plan to evaluate and improve the effectiveness of program operations and services to ensure continuous improvement in service delivery. The provider shall include direct care workers and supervisory staff in the evaluation process and in the development of improvement goals and strategies.
- (b) The process shall include, but not be limited to:
  - i. A review of the existing program's operations.
  - ii. Satisfaction survey results from participants and their caregivers (when involved), and job satisfaction survey results from staff.
  - iii. Program modifications made that responded to changing needs of participants and staff.
  - iv. Proposed program and administrative improvements.
  - v. The agency shall prepare and submit annually to the Fulton County Department of Senior Services a written report, which summarizes evaluation findings, improvement goals and implementation plan. The report shall be submitted no later than the end of the second quarter of the new fiscal year (June 30.)

## Fiscal Management

Contractors providing in-home services shall practice sound and effective fiscal planning and management, financial and administrative record keeping and reporting. Area Agencies and contractors will use the Division's Uniform Cost Methodology on an annual basis to analyze, evaluate and manage the costs of the program.

## Quality Assurance and Compliance Monitoring

The Area Agency on Aging (the Atlanta Regional Commission), the Georgia Human Services Department, Division of Aging Services, and the Fulton County Department of Senior Services periodically will monitor and evaluate in-home service program performance to determine the degree to which defined program outcomes and objectives, and individual client outcomes, have been or are being accomplished. The Area Agency shall monitor for compliance with these and any other requirements not reviewed by any other entity and evaluate contract agency performance on at least an annual basis, also taking into account the provider's self-evaluation findings and program improvement plans (Ref: §208.13).

The Fulton County Department of Senior Services shall measure acceptable Service Outcomes on the following basis.

- (a) Service Provision meets the requirements Scope of Work section of the agreement and Standards referenced in Section 1.1.
- (b) Service Provision meets the requirements of the individual care plans as determined by Case Managers.
- (c) A service schedule is established for each client and service is provided according

to the schedule at least 90% of the time (Client initiated changes in schedule will be accepted.).

- (d) Ninety percent (90%) of clients rate services as “Good” or better in annual customer service surveys conducted by the Department of Senior Services.

The Fulton County Department of Senior Services shall monitor allowable costs in accordance with Older Americans Act funding and the uniform administrative requirements, cost principles, and audit requirements for Federal awards. A member of the Fulton County Grant Compliance team and/or a member of the Fulton County Senior Services team will conduct annual fiscal monitoring.

The Fulton County Department of Senior Services shall provide written feedback to contractors on the findings as well as any technical assistance necessary for continuous quality improvement.

## Reporting

The successful proposer 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.

<b>Performance Activity</b>	<b>Performance Expectations</b>	<b>Consequences, if non-compliant</b>
Timeliness of Monthly Reporting	Received by the 6 <sup>th</sup> Calendar Day of the following month	May result in delay in payment  Chronic late reports may require the selected proposer to submit a corrective action plan
Delivery of services	Provide and implement services delivery model to 80% of qualified customers.	Will result in Corrective Action Plan and strategy plan to attain 80% requirement
Referrals	100% of referrals will be contacted	Will result in Corrective Action Plan and strategy plan to attain 100% requirement

<b><u>Agency Wide Reporting</u></b>		
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	Monthly Reports submitted by the selected proposer 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 Wellsky	Services Deliveries for all services must be entered into Wellsky by the 6 <sup>th</sup> calendar day of the following month	May result in denial of payment for documented Service Deliveries

**Agency-wide Reporting**

<b>Project Deliverable</b>	<b>Performance Requirement</b>
Enter Services Deliveries into Wellsky and the specified DSS platform	Monthly, by the 6 <sup>th</sup> calendar of the month following the services delivery
Submit Monthly Report	By the 6 <sup>th</sup> calendar day of the month following the report month
Submit Invoice	By the 6 <sup>th</sup> calendar day of the month following the report month
Submit Weekly Contractor Report: (Report will contain, the following: <ul style="list-style-type: none"> <li>• How many receive services</li> <li>• Missed appointments</li> <li>• % of those getting services, etc.</li> </ul>	By Thursday of each week.

**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 \$719,742.91. The detailed costs are provided below:

**COST PROPOSAL**

**SECTION 1 - INTRODUCTION**

*The Proposer shall include an introduction which outlines the contents of the Cost Proposal.*

Southern Home Care Services, dba All Ways Caring HomeCare submits the following cost proposal for Homemaker, Personal Care and Respite Care services for Fulton County Department of Senior Services In-Home Services. We are proposing a rate of \$30.00 per hour across all service types to bring our Fulton County rates in line with a more appropriate cost of service provision and in accordance with Fulton County rate limits.

Our rates are based on the cost of operations for in-home services in the Metro Atlanta area. As part of this proposal, we have prioritized an increase in caregiver staff wages to provide a competitive living wage that will allow us to hire and retain more staff with higher qualifications, thus increasing our capacity to serve more clients. Cost considerations also include the time for our nursing staff to provide the initial assessment, supervision, supervisory visits, and reassessments.

**SECTION 2 - COMPLETED COST PROPOSAL FORMS**

*The Cost Proposal Forms are provided in Section 9 – Exhibits, Exhibit K of this RFP. The Proposer is required to complete all of the Cost Proposal Forms provided.*

Services	Up to 2.5 Hours	3 + Hours
Homemaker	\$30.00/per hour	\$30.00/per hour
Personal Care	\$30.00/per hour	\$30.00/per hour
Respite Care	\$30.00/per hour	\$30.00/per hour

**EXHIBIT F**

**PURCHASING FORMS**



**PURCHASING FORMS**  
**FORM A: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT AND AGREEMENT**



**GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT**

Contractor's Name:	Southern Home Care Serices, Inc. dba All Ways Caring HomeCare
Project No. and Project Title:	25RFP1338515A-BKJ, IN-HOME SERVICES

**CONTRACTOR AFFIDAVIT**

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, entity or corporation which is engaged in the physical performance of services on behalf of Fulton County Government has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

128187

06/17/2008

Federal Work Authorization User Identification Number (EEV/E-Verify Company Identification Number)

Date of Authorization

Southern Home Care Serices, Inc. dba All Ways Caring HomeCare

Authorized Officer or Agent  
(Name of Contractor)

**I hereby declare under penalty of perjury that the foregoing is true and correct**

Sherry Pemberton

Vice President Payer Contracting, Centralized Sales & Operation Support

Printed Name (of Authorized Officer or Agent of Contractor)

Title (of Authorized Officer or Agent of Contractor)

Sherry Pemberton

8/27/2025

Signature (of Authorized Officer or Agent)

Date Signed

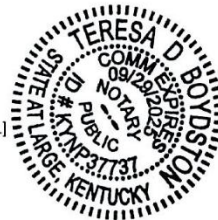
SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

27 DAY OF August, 2025

[Signature]

Notary Public

[NOTARY SEAL]



My Commission Expires: 9/29/25

\* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV/Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).



**FORM B: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT**



**GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT**

<b>Contractor's Name:</b>	
<b>Project No. and Project Title:</b>	

**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 services under a contract with (name of contractor) on behalf of (name of public employer) has registered with and is participating in a federal work authorization program\* [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], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

\_\_\_\_\_  
Federal Work Authorization User Identification  
Number (EEV/E-Verify Company Identification  
Number)

\_\_\_\_\_  
Date of Authorization

\_\_\_\_\_  
Authorized Officer of Agent  
(Name of Subcontractor)

**I hereby declare under penalty of  
perjury that the foregoing is true and  
correct**

\_\_\_\_\_  
Printed Name (of Authorized Officer or Agent of Contractor)

\_\_\_\_\_  
Title (of Authorized Officer or Agent of Contractor)

\_\_\_\_\_  
Signature (of Authorized Officer or Agent)

\_\_\_\_\_  
Date Signed

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Notary Public

[NOTARY SEAL]

My Commission Expires: \_\_\_\_\_

\* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV/Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).



**FORM C: DISCLOSURE FORM & QUESTIONNAIRE**

**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.

**SOUTHERN HOME CARE SERVICES, INC.**

**DIRECTOR LISTING**

NAME	TITLE	BUSINESS ADDRESS
Dianna Hinton	Director	805 N. Whittington Pkwy Suite 400 Louisville, Ky 40222
Natalie King	Director	805 N. Whittington Pkwy Suite 400 Louisville, Ky 40222
Margaret Sherry Pemberton	Director	805 N. Whittington Pkwy Suite 400 Louisville, Ky 40222

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.

Southern Home Care Services, Inc. business has continued to provide quality in-home services in Georgia over the past five years. The company maintains its longstanding in-home services contracts/agreements with Area Agencies on Aging, Medicaid programs, Veterans Affairs, MCOs, worker's compensation, and long term insurance, as well as private pay clients. Some company highlights include:

- Parent company BrightSpring Health Services acquired CuraCare in November 2024. CuraCare, based in Georgia, provides home health in 10 counties and personal care services across 26 counties in Georgia.
- As of January 26, 2024, BrightSpring Health Services, Inc. became a publicly traded company. The company awarded approximately \$100 million in stock grants to approximately 20,000 full-time, tenured employees.
- The Equity Advisory Council, formed in August 2020 by the Equity Steering Committee includes team members throughout the company to guide our equity policies and practices, with a focus on tangible actions that make a more direct impact on people and in communities.

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 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 27th day of August, 2025

Sherry Pemberton 08/27/2025  
(Legal Name of Proponent) (Date)

Sherry Pemberton 08/27/2025  
(Signature of Authorized Representative) (Date)

Vice President Payer Contracting, Centralized Sales & Operation Support  
(Title)

Sworn to and subscribed before me,

This 27 day of August, 2025

[Signature]  
(Notary Public) (Seal)

Commission Expires 9/29/25  
(Date)





**FORM D: PROFESSIONAL LICENSE**

**FORM D: GEORGIA PROFESSIONAL LICENSE CERTIFICATION**

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

Contractor's Name: Southern Home Care Services, Inc. dba All Ways Caring HomeCare

Performing work as: Prime Contractor  Subcontractor/Sub-Consultant

Professional License Type: State of Georgia, Department of Community Health, Private Homecare Provider Permit

Professional License Number: 060-R-0070

Expiration Date of License: (this license does not expire unless revoked)

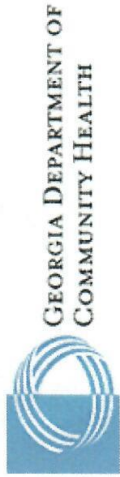
I certify that the above information is true and correct and that the classification noted is applicable to the Bid for this Project.

Signed: 

Date: 08/27/2025

(ATTACH COPY OF LICENSE)

Copy of State License



**STATE OF GEORGIA**  
**PRIVATE HOMECARE PROVIDER PERMIT**

This is to certify that a license is hereby granted to  
to operate as a Private Home Care Provider named as **SOUTHERN HOME CARE SERVICES, INC.**  
(Name of Governing Body)  
**ALL WAYS CARING HOMECARE**  
(Name of Facility)  
providing **NURSING, PERSONAL CARE, AND COMPANION OR SITTING**  
located at **2296 HENDERSON MILL ROAD, SUITE 202** in **ATLANTA**, County of **DEKALB**, Georgia.  
(Street) (City or Town)

Permit effective date: **January 07, 2020**, and remains in effect unless revoked, suspended or returned.

"This license is granted pursuant to the authority vested in the Department of Community Health, Official Code of Georgia, Annotated Title 31, Chapter 7, and signifies that the provider complies with the Rules and Regulations of the Department of Community Health on the date this license was issued."

THIS PERMIT IS NOT TRANSFERABLE

Permit No: **060-R-0070**

In Witness Whereof, we have hereunto set our hand this **7TH** day of **JANUARY, 2020**

GEORGIA DEPARTMENT OF COMMUNITY HEALTH

HEALTHCARE FACILITY REGULATION DIVISION

*Melanie Simon*

Melanie Simon, Division Chief



**FORM E: LOCAL PREFERENCE**

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 \_\_\_\_\_ 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.

\_\_\_\_\_  
(BUSINESS NAME)

\_\_\_\_\_  
(FULTON COUNTY BUSINESS ADDRESS)

\_\_\_\_\_  
(OFFICIAL TITLE OF AFFIANT)

\_\_\_\_\_  
(NAME OF AFFIANT)

\_\_\_\_\_  
(SIGNATURE OF AFFIANT)

**Sworn to and subscribed before me,**

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
(Notary Public) (Seal)

Commission Expires: \_\_\_\_\_  
(Date)



**FORM F: SERVICE DISABLED VETERANS PREFERENCE**

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)

\_\_\_\_\_  
(NAME OF AFFIANT)

\_\_\_\_\_  
(SIGNATURE OF AFFIANT)

**Sworn to and subscribed before me,**

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
(Notary Public) (Seal)

Commission Expires: \_\_\_\_\_  
(Date)

# **EXHIBIT G**

## **OFFICE OF CONTRACT COMPLIANCE FORMS**



**EXHIBIT A: PROMISE OF NON-DISCRIMINATION**

**EXHIBIT A – PROMISE OF NON-DISCRIMINATION**

“Know all persons by these presents, that I/We ( **Sherry Pemberton** ),  
Name

Vice President Payer Contracting,Centralized Sales & Operation Support      Southern Home Care Serices, Inc. dba All Ways Caring HomeCare

Title

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) It is and shall be the policy of this Company to provide equal opportunity to all businesses seeking to contract with this Company without regard to the race, color, gender or national origin of the ownership of this business,
- 3) 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) 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) 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) 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:** Sherry Pemberton

**TITLE:** Vice President Payer Contracting,Centralized Sales & Operation Support

**SIGNATURE:** *Sherry Pemberton*



**EXHIBIT B1: SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION**

**EXHIBIT B1 - SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION**

This form **must be** completed and **submitted with the bid/proposal**. All prime bidders/proposers **must** submit the form that lists all subcontractors/suppliers who will be utilized under the scope of work/services prior to contract execution.

**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 Joint Venture Prime Contractor:

\$ \_\_\_\_\_ OR \_\_\_\_\_ %

2. This information below must be completed and submitted with the bid/proposal when 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 as outlined on page 3 Section 6.

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 subcontractor/suppliers participating on the project. **(COMPLETE Exhibit B2 FORM)**

Total Dollar Value of Certified Subcontractors: (\$)

Total Percentage of Certified Subcontractors: (%)



**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 Form 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 has verified its intention to participate.

**Signature:**

**Title:**

**Business or Corporate Name:**

**Address:**

**Telephone:**

**Fax Number:** ( )

**Email Address:**

NOT APPLICABLE



**EXHIBIT B2: SUBCONTRACTORS & SUPPLIERS FORM**

EXHIBIT B2 FORM  
SUB-CONTRACTORS (INCLUDING SUPPLIERS) TO BE UTILIZED IN THE  
PERFORMANCE OF THE SCOPE OF WORK/SERVICES(S), IF AWARDED ARE LISTED BELOW

Certification Designation: AABE – African American Business Enterprise, HBE – Hispanic American Business Enterprise, NABE – Native American Business Enterprise, ABE – Asian American Business Enterprise, TBE – Female Business Enterprise, MBE – Minority Business Enterprise, SDVBE – Service Disabled Veteran Business Enterprise, SBE – Small Business Enterprise, DBE – Disadvantage Business Enterprise

Subcontractor Name                      Email Address                      City, State, Phone                      Ethnic Group                      Certification Agency                      Certification Designation                      Scope of Work                      Dollar Amount                      Percentage

NOT APPLICABLE



**EXHIBIT C: SUBCONTRACTOR CONTACT FORM**

**EXHIBIT C  
FORM SUBCONTRACTOR**

Certification Designation: AABE – African American Business Enterprise; HBE – Hispanic American Business Enterprise; NABE – Native American Business Enterprise; AABE – Asian American Business Enterprise; FBE – Female Business Enterprise; MBE – Minority Business Enterprise; SDVBE – Service Disabled Veteran Business Enterprise; SBE – Small Business Enterprise; DBE – Disadvantage Business Enterprise

Subcontractor/Supplier      Business Address      Contact Name      Contact Email Address      Contact Phone      Scope of Work Solicited for Project      Certification Designation      Result of Contact

NOT APPLICABLE

**EXHIBIT C  
FORM SUBCONTRACTOR**

Subcontractor/Supplier      Business Address      Contact Name      Contact Email Address      Contact Phone      Scope of Work Solicited for Project      Certification Designation      Result of Contact

NOT APPLICABLE

Company Name:

Project # & Title:

Printed Signature:

Date

## **EXHIBIT H**

# **INSURANCE AND RISK MANAGEMENT FORMS**

**SECTION 7 - INSURANCE AND RISK MANAGEMENT PROVISIONS**

**Insurance and Risk Management Provisions  
In-Home Services for Seniors**

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- VI, 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.

Upon award, the Contractor/Vendor must maintain at their expense insurance with policy limits equal to or greater than the limits described below. 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 \$100,000	BY ACCIDENT	EACH	ACCIDENT
Employer’s Liability Insurance \$500,000	BY DISEASE	POLICY LIMIT	
Employer’s Liability Insurance \$100,000	BY DISEASE	EACH EMPLOYEE	

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

Bodily Injury and Property Damage Liability \$1,000,000	Each Occurrence	
(Other than Products/Completed Operations) General Aggregate		\$2,000,000
Products\Completed Operation \$2,000,000	Aggregate	Limit
Personal and Advertising Injury \$1,000,000	Limits	
Fire Damage	Limits	\$100,000
**CGL - No Exclusion for Sexual Abuse Allegations**		

**3. BUSINESS AUTOMOBILE LIABILITY INSURANCE**

<b>Combined Single Limits</b>	Each Occurrence	\$500,000
(Including operation of non-owned, owned, and hired automobiles).		

**4. UMBRELLA LIABILITY**

(In excess of above noted coverages)	Each Occurrence	\$1,000,000
--------------------------------------	-----------------	-------------

**5. PROFESSIONAL LIABILITY (Medical Malpractice)**

Per Claim/Aggregate	\$2,000,000/\$2,000,000
---------------------	-------------------------

Professional Liability (malpractice) to be scheduled as underlying coverage, in addition to General Liability, Auto Liability and Employers Liability.

General Liability and Professional Liability (Malpractice) and Umbrella coverage provided on a Claims-made basis, must be kept in force and uninterrupted for a period of five (5) years beyond policy expiration. If coverage is discontinued for any reason during this five (5) year term, Vendor must purchase and evidence full Extended Reporting Period (ERP) coverage.

**Certificates of Insurance**

Certificates shall state that the policy or policies shall not expire, be cancelled or altered without at least sixty (60) days prior written notice to Fulton County Government. Policies and Certificates of Insurance are to list Fulton County Government as an Additional Insured (except for Workers' Compensation) and shall conform to all terms and conditions (including coverage of the indemnification and hold harmless agreement) contained in the Insurance

and Risk Management Provisions. The General Liability Additional Insured language should apply to on-going and completed-operations, using ISO form CG 2010 (11/85 version) or equivalent.

The Contractor agrees to name the Owner and all other parties required of the Contractor/Vendor shall be included as additional insureds on the CGL, using ISO Additional Insured Endorsement forms CG 2010 11/85 or its equivalent coverage to the additional insureds. This insurance for the additional insureds shall be as broad as the coverage provided for the named insured Contractor. It shall apply as Primary Insurance before any other insurance or self-insurance, including any deductible, non-contributory, and Waiver of Subrogation provided to the Additional Insureds.

Additional Insured under the General Liability, Auto Liability, Umbrella Policies (with exception of Workers Compensation and Professional E&O), 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 **Insurance in no way Limits the Liability of the Contractor/Vendor.**

**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).

## **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).

## **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



**INSURANCE AND RISK MANAGEMENT SIGNATURE PAGE**

**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: Southern Home Care Services, Inc. dba All Ways Caring HomeCare SIGNATURE: *Sherry Pemberton*

NAME: Sherry Pemberton TITLE: Vice President Payer Contracting, Centralized Sales & Operation Sup

DATE: 8/27/2025



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
06/27/2025

**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).**

<b>PRODUCER</b> Aon Risk Services Central, Inc. Philadelphia PA Office 100 North 18th Street 16th Floor Philadelphia PA 19103 USA	<b>CONTACT NAME:</b> PHONE (A/C. No. Ext): (866) 283-7122      FAX (A/C. No.): (800) 363-0105		
	<b>E-MAIL ADDRESS:</b>		
<b>INSURED</b> All ways Caring HomeCare 805 North Whittington Parkway STE 400 Louisville KY 40222 USA	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	INSURER A: ACE American Insurance Company		22667
	INSURER B: Indemnity Insurance Co of North America		43575
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

Holder Identifier :

**COVERAGES      CERTIFICATE NUMBER: 570113856287      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. Limits shown are as requested

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"/> <b>COMMERCIAL GENERAL LIABILITY</b>			XSLG49349130	07/01/2025	07/01/2026	EACH OCCURRENCE \$4,000,000
	<input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR			Excess GL/Prof-Claims Md			DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000
	<input checked="" type="checkbox"/> Sexual Abuse/Molestation Included			SIR applies per policy terms & conditions			MED EXP (Any one person) Excluded
	<input checked="" type="checkbox"/> Professional Liability Included						PERSONAL & ADV INJURY \$4,000,000
	GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$6,000,000
	OTHER:						PRODUCTS - COMP/OP AGG \$4,000,000
							SIR/Deductible \$1,000,000
A	<b>AUTOMOBILE LIABILITY</b>			ISA H11358305	07/01/2025	07/01/2026	COMBINED SINGLE LIMIT (Ea accident) \$3,000,000
	<input checked="" type="checkbox"/> ANY AUTO			ISA H08889041	07/01/2025	07/01/2026	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)
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR						EACH OCCURRENCE
	<b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE						AGGREGATE
	DED    RETENTION						
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>			WLRC72795568	07/01/2025	07/01/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER
A	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	AOS	07/01/2025	07/01/2026	E.L. EACH ACCIDENT \$2,000,000
				SCFC72795581			E.L. DISEASE-EA EMPLOYEE \$2,000,000
				WI			E.L. DISEASE-POLICY LIMIT \$2,000,000
A	Excess Workers Compensation			WCUC7279560A	07/01/2025	07/01/2026	EL Each Accident \$2,000,000
				OH, WA			EL Disease - Ea Emp \$2,000,000
				SIR applies per policy terms & conditions			Policy Aggregate \$2,000,000

Certificate No : 570113856287

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

<b>CERTIFICATE HOLDER</b>  All ways Caring Home Care 805 North Whittington Parkway, Ste. 400 Louisville KY 40222 USA	<b>CANCELLATION</b>  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  
--	--



# ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Services Central, Inc.		NAMED INSURED All Ways Caring HomeCare	
POLICY NUMBER See Certificate Number: 570113856287			
CARRIER See Certificate Number: 570113856287	NAIC CODE	EFFECTIVE DATE:	

**ADDITIONAL REMARKS**

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

-Additional Coverages-

General Liability - Retroactive Date for Policy #XSL G49349130 is 7/1/01.

Workers' Compensation Policies - 7/1/2025 - 7/1/2026

- #WLR C72795568 (All Other States) - Indemnity Insurance Co. of North America, NAIC #43575;
- #SCF C72795581 (WI) - ACE Fire Underwriters Insurance Co., NAIC #20702;

Cov. A - Statutory  
 Cov. B - \$2,000,000 Each Accident

- \$2,000,000 Each Employee (Disease)
- \$2,000,000 Agg. (Disease)

Ohio/Washington Excess Workers' Compensation  
 Pol # WCU C7279560A - ACE American Insurance Co., NAIC #22667;

Cov. A - Statutory  
 Cov. B - \$2,000,000 Each Accident

- \$2,000,000 Each Employee (Disease)
- \$2,000,000 Agg. (Disease)

Retention: \$1,100,000

## Certificate Of Completion

Envelope Id: 19EEFFAA-0D4A-4CEC-8293-D3165D815067  
 Subject: 25RFP1338515A-BKJ (A), Senior In-Home Services  
 Parcel ID:  
 Employee Name:  
 Source Envelope:  
 Document Pages: 69  
 Certificate Pages: 6  
 AutoNav: Enabled  
 Envelopeld Stamping: Enabled  
 Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Status: Completed

Signatures: 5  
 Initials: 0  
 Stamps: 1

Envelope Originator:  
 Brian Jones  
 141 Pryor Street  
 Purchasing & Contract Compliance, Suite 1168  
 Atlanta, GA 30303  
 brian.jones@fultoncountyga.gov  
 IP Address: 2600:1702:5a2b:

## Record Tracking

Status: Original  
 12/19/2025 1:46:25 PM  
 Security Appliance Status: Connected  
 Storage Appliance Status: Connected

Holder: Brian Jones  
 brian.jones@fultoncountyga.gov  
 Pool: StateLocal  
 Pool: Fulton County Government

Location: DocuSign  
 Location: Docusign

## Signer Events

### Signature

### Timestamp

Sherry Pemberton  
 spemberton@brightspringhealth.com  
 Vice President of Contracting  
 Southern Home Care Services, Inc. dba All Ways  
 Caring HomeCare  
 Security Level: Email, Account Authentication  
 (None)

Sent: 12/19/2025 1:52:14 PM  
 Resent: 12/22/2025 9:22:39 AM  
 Viewed: 12/30/2025 8:28:51 AM  
 Signed: 1/2/2026 8:32:46 AM

Signature Adoption: Pre-selected Style  
 Using IP Address: 163.116.252.72

**Electronic Record and Signature Disclosure:**  
 Accepted: 12/22/2025 8:48:13 AM  
 ID: 8c7b51ae-ac1d-49c6-9d81-59ed797dad8e

Ladisa Onyiliogwu  
 Ladisa.Onyiliogwu@fultoncountyga.gov  
 Senior Services  
 Security Level: Email, Account Authentication  
 (None)

Sent: 1/5/2026 4:43:41 PM  
 Viewed: 1/5/2026 5:02:39 PM  
 Signed: 1/5/2026 5:03:11 PM

Signature Adoption: Pre-selected Style  
 Using IP Address:  
 2607:fb90:7de3:ce3:8153:4dd4:9346:ed3b

**Electronic Record and Signature Disclosure:**  
 Not Offered via Docusign

Chad Alexis  
 chad.alexis@fultoncountyga.gov  
 Security Level: Email, Account Authentication  
 (None)

Sent: 1/5/2026 5:03:13 PM  
 Viewed: 1/6/2026 4:48:24 PM  
 Signed: 1/6/2026 4:57:04 PM

Signature Adoption: Pre-selected Style  
 Using IP Address: 74.174.59.10

**Electronic Record and Signature Disclosure:**  
 Accepted: 1/6/2026 4:48:24 PM  
 ID: 9d37267e-0855-4f5b-a49f-395d2f7ac6cf

Signer Events	Signature	Timestamp
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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: 74.174.59.10

Sent: 1/6/2026 4:57:07 PM  
 Viewed: 1/7/2026 10:25:27 AM  
 Signed: 1/7/2026 10:30:24 AM

**Electronic Record and Signature Disclosure:**  
 Accepted: 11/27/2017 1:39:37 PM  
 ID: b7ce88ee-0c66-4f3a-bfee-705e0af602d8

Robert L. Pitts  
 harriet.thomas@fultoncountyga.gov  
 Chairman  
 Fulton County  
 Security Level: Email, Account Authentication  
 (None)

*Robert L. Pitts*

Sent: 1/7/2026 10:30:26 AM  
 Viewed: 1/10/2026 9:17:04 AM  
 Signed: 1/10/2026 9:17:20 AM

Signature Adoption: Pre-selected Style  
 Using IP Address: 2600:387:2:824::22  
 Signed using mobile

**Electronic Record and Signature Disclosure:**  
 Accepted: 1/10/2026 9:17:04 AM  
 ID: 9177eba6-691c-472e-8deb-347183d3c19f

Tonya Grier  
 tonya.grier@fultoncountyga.gov  
 Clerk to the Commission  
 Fulton County Government  
 Security Level: Email, Account Authentication  
 (None)

*Tonya Grier*

Sent: 1/10/2026 9:17:21 AM  
 Viewed: 1/10/2026 2:26:40 PM  
 Signed: 1/10/2026 2:27:05 PM



Signature Adoption: Uploaded Signature Image  
 Using IP Address: 99.96.24.191  
 Signed using mobile

**Electronic Record and Signature Disclosure:**  
 Accepted: 10/27/2025 11:21:47 AM  
 ID: 4889b84d-8ea3-4ba9-bf87-bf4c309e21ab

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Brian Jones  
 brian.jones@fultoncountyga.gov  
 President-Elect  
 Fulton County Government  
 Security Level: Email, Account Authentication  
 (None)

**VIEWED**  
 Using IP Address:  
 2600:1702:5a2b:7880:e400:740c:a4f9:ef2c

Sent: 1/2/2026 8:32:48 AM  
 Viewed: 1/5/2026 4:43:40 PM

**Electronic Record and Signature Disclosure:**  
 Not Offered via Docusign

Brian Jones  
 brian.jones@fultoncountyga.gov  
 President-Elect  
 Fulton County Government  
 Security Level: Email, Account Authentication  
 (None)

**VIEWED**  
 Using IP Address: 74.174.59.4

Sent: 1/10/2026 2:27:08 PM  
 Viewed: 1/12/2026 9:39:18 AM

Certified Delivery Events	Status	Timestamp
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Electronic Record and Signature Disclosure:  
Not Offered via DocuSign

Carbon Copy Events	Status	Timestamp
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Dian DeVaughn  
dian.devaughn@fultoncountyga.gov  
Security Level: Email, Account Authentication  
(None)

**COPIED**

Sent: 1/12/2026 9:39:18 AM  
Viewed: 1/12/2026 10:15:12 AM

Electronic Record and Signature Disclosure:  
Not Offered via DocuSign

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	12/19/2025 1:52:14 PM
Envelope Updated	Security Checked	12/22/2025 9:22:38 AM
Envelope Updated	Security Checked	12/22/2025 9:22:38 AM
Envelope Updated	Security Checked	12/22/2025 9:22:39 AM
Envelope Updated	Security Checked	12/22/2025 9:22:39 AM
Envelope Updated	Security Checked	12/22/2025 9:22:39 AM
Envelope Updated	Security Checked	12/22/2025 9:22:39 AM
Envelope Updated	Security Checked	12/22/2025 9:22:39 AM
Envelope Updated	Security Checked	12/22/2025 9:22:39 AM
Envelope Updated	Security Checked	12/22/2025 9:22:39 AM
Envelope Updated	Security Checked	12/22/2025 9:22:39 AM
Envelope Updated	Security Checked	12/22/2025 9:22:39 AM
Certified Delivered	Security Checked	1/12/2026 9:39:18 AM
Signing Complete	Security Checked	1/10/2026 2:27:05 PM
Completed	Security Checked	1/12/2026 9:39:18 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

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