

**Agenda Item Summary**

# 20-0182

**BOC Meeting Date**  
3/18/2020**Requesting Agency**

Senior Services

**Commission Districts Affected**

All Districts

**Requested Action** *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*

Request approval of a Resolution authorizing the approval and execution of an Intergovernmental Agreement between Fulton County, Georgia, and Atlanta Housing Authority of the City Of Atlanta, Georgia, for the provision of In-Home Services, Community-Based Programming and Transportation Services for senior citizens within Fulton County, Georgia. This Agreement will be administered by the Department of Senior Services and will provide services to Atlanta Housing Authority's eligible seniors aged 60 and above (e.g., Case Management, Transportation, In-Home Services, and Home Delivered Meals). Atlanta Housing will reimburse Fulton County for the services in the amount of \$50,000.00 during the term of the Agreement. Effective upon execution through December 31, 2020 and subject to being renewed.

**Requirement for Board Action** *(Cite specific Board policy, statute or code requirement)*

[Click here to enter text.](#) The Constitution of the State of Georgia provides, in Article IX, Section III, Paragraph I, Subparagraph I, Subparagraph (a), that any county or municipality of the State of Georgia may contract for any period not exceeding 50 years, with each other or with any other public agency, public corporation, or public authority for the provision of services, or for the joint or separate use of facilities or equipment when such contracts deal with activities, services, or facilities which the contracting parties are authorized by law to undertake or provide.

**Is this Item related to a Strategic Priority Area?** *(If yes, note strategic priority area below)*

Yes      Health and Human Services

**Is this a purchasing item?**

No

**Summary & Background***(First sentence includes Agency recommendation. Provide an executive summary of the action that gives an overview of the relevant details for the item.)*

Scope of Work: Fulton County will provide in-home and community based services to Atlanta Housing-assisted seniors that are referred by Atlanta Housing. Atlanta Housing identified an Aging Well Strategy for its assisted seniors that focus on health, active living, and assisting seniors with aging in place. Fulton County, through its Department of Senior services, is responsible for the planning and coordination of senior services throughout the county and provides services that focus on safety, health, nutrition, and activities of daily living. Fulton County will perform the In-Home and transportation services, contingent upon receiving sufficient payment from Atlanta Housing.

**Agency Director Approval****County Manager's Approval****Typed Name and Title**

Ladisa Onyiliogwu, Director

**Phone**

404-612-9558

**Signature****Date**

<p>Community Impact: Fulton County will aim to provide services for more than 50 seniors, ages 60 and older, which are referred by Atlanta Housing pursuant to its DONS process.</p> <p>Department Recommendation: The Department of Senior Services recommends approval.</p> <p>Project Implications: This project will provide services to Atlanta Housing-assisted Seniors. This project will allow them to age in place and become more active within their community.</p> <p>Community Issues/Concerns: There are no community issues or concerns for this item.</p> <p>Department Issues/Concerns: The Department of Senior Services does not have issues or concerns with this item.</p> <p>History of BOC Agenda Item: No</p>	
<b>Contract &amp; Compliance Information</b>	<i>(Provide Contractor and Subcontractor details.)</i>

Agency Director Approval		County Manager's Approval
Typed Name and Title Ladisa Onyiliogwu, Director	Phone 404-612-9558	
Signature	Date	

Revised 03/12/09 (Previous versions are obsolete)

**# 20-0182**

<b>Solicitation Information</b>	<b>NON-MFBE</b>	<b>MBE</b>	<b>FBE</b>	<b>TOTAL</b>
No. Bid Notices Sent:				
No. Bids Received:				
<b>Total Contract Value</b>	.			
<b>Total M/FBE Values</b>	.			
<b>Total Prime Value</b>	.			
<b>Fiscal Impact / Funding Source</b>		<i>(Include projected cost, approved budget amount and account number, source of funds, and any future funding requirements.)</i>		
General Funds				
<b>Exhibits Attached</b>		<i>(Provide copies of originals, number exhibits consecutively, and label all exhibits in the upper right corner.)</i>		
1. Resolution				
2. Intergovernmental Agreement				
<i>(Type Name, Title, Agency and Phone)</i>				
Ladisa Onyiliogwu, Director, Department of Senior Services, 404-612-9558				

<b>Agency Director Approval</b>		<b>County Manager's Approval</b>
<b>Typed Name and Title</b> Ladisa Onyiliogwu, Director	<b>Phone</b> 404-612-9558	
<b>Signature</b>	<b>Date</b>	

Revised 03/12/09 (Previous versions are obsolete)

Continued

**Procurement****Contract Attached:**  
No**Previous Contracts:**  
No**Solicitation Number:**  
.**Submitting Agency:**  
.**Staff Contact:**  
.**Contact Phone:**  
.**Description:.****FINANCIAL SUMMARY****Total Contract Value:**

Original Approved Amount: .

Previous Adjustments: .

This Request: .

TOTAL: .

**MBE/FBE Participation:**

Amount: . %: .

Amount: . %: .

Amount: . %: .

Amount: . %: .

**Grant Information Summary:**

Amount Requested: .

☐

Cash

Match Required: .

☐

In-Kind

Start Date: .

☐

Approval to Award

End Date: .

☐

Apply &amp; Accept

Match Account \$: .

**Funding Line 1:**

100-183-18Y-1192

**Funding Line 2:**

100-183-183W-1183

**Funding Line 3:**

100-183-18IA-1192

**Funding Line 4:**

100-183-18HM-1192

**KEY CONTRACT TERMS****Start Date:**

4/1/2020

**End Date:**

3/31/2025

**Cost Adjustment:**

.

**Renewal/Extension Terms:**

.

**ROUTING & APPROVALS**

(Do not edit below this line)

X	Originating Department:	Onyiliogwu, Ladisa	Date: 3/11/2020
X	County Attorney:	Stewart, Denva	Date: 3/11/2020
.	Purchasing/Contract Compliance:	.	Date: .
.	Finance/Budget Analyst/Grants Admin:	.	Date: .
.	Grants Management:	.	Date: .
X	County Manager:	Anderson, Dick	Date: 3/11/2020

1 **A RESOLUTION AUTHORIZING THE APPROVAL AND EXECUTION OF AN**  
2 **INTERGOVERNMENTAL AGREEMENT BETWEEN FULTON COUNTY, GEORGIA,**  
3 **AND THE ATLANTA HOUSING AUTHORITY OF THE CITY OF ATLANTA,**  
4 **GEORGIA, FOR THE PROVISION OF IN-HOME SERVICES, COMMUNITY-BASED**  
5 **PROGRAMMING AND TRANSPORTATION SERVICES FOR SENIOR CITIZENS;**  
6 **AND FOR OTHER PURPOSES.**

7 **WHEREAS**, pursuant to the Housing Authorities Law of the State of Georgia,  
8 O.C.G.A. 8-3-4, the Atlanta Housing Authority of the City of Atlanta, Georgia, is a public  
9 body, corporate and politic, which has the authority to contract to obtain home and  
10 community-based Services for its senior citizens; and

11 **WHEREAS**, pursuant to the Older Americans Act of 1965, as amended through  
12 Public Law 114-44, adopted April 19, 2016 [42 U.S.C. 3001), Fulton County is the  
13 County-based Agency that provides Older Americans Act Services throughout Fulton  
14 County, including the planning and coordination of In-home Services, community based  
15 programming, activities, and transportation services for its senior citizens; and

16 **WHEREAS**, the County and Atlanta Housing Authority desire to enter into an  
17 Intergovernmental Agreement pertaining to the planning and coordination of in-home  
18 services, community programming, and transportation services for senior citizens  
19 residing in Fulton County; and

20 **WHEREAS**, the County has determined that there is a need for these community  
21 services for senior citizens, and finds that providing these services will benefit Fulton  
22 County citizens, and wishes to provide these services for Atlanta Housing Authority  
23 assisted senior citizens; and

24 **WHEREAS**, the County has determined that it can provide these services for  
25 Atlanta Housing Authority assisted senior citizens subject to payment by Atlanta  
26 Housing Authority; and

27 **WHEREAS**, the Constitution of the State of Georgia provides, in Article IX,  
28 Section III, Paragraph I, Subparagraph I, Subparagraph (a), that any county or  
29 municipality of the State of Georgia may contract for any period not exceeding 50 years,  
30 with each other or with any other public agency, public corporation, or public authority

1 for the provision of services, or for the joint or separate use of facilities or equipment  
2 when such contracts deal with activities, services, or facilities which the contracting  
3 parties are authorized by law to undertake or provide.

4 **NOW, THEREFORE, BE IT RESOLVED**, that the Board of Commissioners  
5 hereby approves the Intergovernmental Agreement between Fulton County, Georgia  
6 and Atlanta Housing Authority of the City of Atlanta, in substantially the form attached  
7 hereto as Exhibit "A" and incorporated by reference, for the provision of in-home  
8 services, community-based programming and transportation services for senior citizens  
9 within Fulton County, Georgia.

10 **BE IT FURTHER RESOLVED**, that the Board of Commissioners hereby  
11 authorizes the Chairman to execute the Intergovernmental Agreement between Fulton  
12 County, Georgia, and Atlanta Housing Authority of the City of Atlanta.

13 **BE IT FURTHER RESOLVED**, that the County Attorney shall approve the  
14 Intergovernmental Agreement as to form and make any necessary modifications thereto  
15 prior to execution by the Chairman.

16 **BE IT FINALLY RESOLVED**, that this Resolution shall become effective upon its  
17 adoption, and any Resolutions or parts of Resolutions in conflict with this Resolution are  
18 hereby

19 **PASSED AND ADOPTED** by the Board of Commissioners of Fulton County,  
20 Georgia, this \_\_\_\_\_ day of \_\_\_\_\_ 2020.

21 **FULTON COUNTY BOARD OF**  
22 **COMMISSIONERS**

23  
24  
25 \_\_\_\_\_  
26 Robert L. Pitts, Chairman  
27

28 ATTEST:

29  
30 \_\_\_\_\_  
31 Tanya R. Grier, Interim Clerk to the  
32 Commission

APPROVED AS TO FORM:

\_\_\_\_\_  
Patrise Perkins-Hooker,  
County Attorney

P:\CALegislation\Senior Services\3.18.20 Resolution Approving the execution of Atlanta Housing Authority.IGA.Senior Services.doc



**INTERGOVERNMENTAL AGREEMENT  
BETWEEN FULTON COUNTY,  
GEORGIA and THE HOUSING AUTHORITY OF THE  
CITY OF ATLANTA, GEORGIA  
FOR THE PROVISION OF IN-HOME, COMMUNITY-BASED PROGRAMMING AND  
TRANSPORTATION FOR  
ELDERLY ATLANTA HOUSING RESIDENTS**

This **Intergovernmental Agreement** (“Agreement”) between **The Housing Authority of the City of Atlanta, Georgia** (“Atlanta Housing”), a public body, corporate and politic, organized under the Housing Authorities Law of the State of Georgia, and **Fulton County, Georgia** (“Fulton County”), a political subdivision of the state of Georgia, collectively hereinafter referred to as the “Party” or “Parties.”

**WHEREAS**, Fulton County, as the designated County Based Agency, under the Older Americans Act of 1965 (“Act”), as amended through Public Law 114-44, adopted April 19, 2016 [42 U.S.C. 3001], to provide Older Americans Act services throughout Fulton County, is responsible for the planning and coordination of senior services, including in-home services, community-based programming and activities, and transportation; and

**WHEREAS**, Atlanta Housing was created under the Housing Authorities Laws of the State of Georgia, and the Federal Housing Act of 1959, Housing and Urban Development Supportive Services (§202 and §811 of the Act); and

**WHEREAS**, Atlanta Housing meets its mission by deploying its assets to facilitate affordable housing opportunities for low-income, elderly and disabled households in the City of Atlanta (“Atlanta”), providing housing subsidy assistance to more than 6,000 senior citizens across its housing programs; and

**WHEREAS**, Atlanta is listed as a “rapidly aging” city and by 2030, 20% of Atlanta’s population will be over the age of 60, according to Atlanta Regional Commission’s Area Agency on Aging; and

**WHEREAS**, efforts to address seniors’ needs are becoming increasingly acute, thus requiring effective partnerships that are vital to provide a coordinated service delivery approach that ensures seniors who experience age-related health challenges receive the support they need to remain in the community as long as possible through the provision of supportive services which focus on safety, hygiene, nutrition and the activities of daily living; and

**WHEREAS**, Fulton County and Atlanta Housing serve seniors who are more at risk of experiencing isolation, multiple chronic conditions, food insecurity, vulnerability and premature institutionalization; and

**WHEREAS**, Atlanta Housing has expressed a desire to receive in-home services (homemaker, personal care and respite), community-based programming and transportation services for its eligible residents; and

**WHEREAS**, Fulton County, through its Department of Senior Services, has the resources available to provide in-home services, community based programming and transportation services that meet program guidelines established by the Georgia Department of Human Services, Aging Supportive Service, and Fulton County Non-Medicaid Home and Community Based Services (HCBS), and Housing and Urban Development Supportive Services (§202 and §811 of the Housing Act of 1959; and

**WHEREAS**, Fulton County and Atlanta Housing agrees to partner with each other for the provision of in-home services, community-based programming and transportation services to eligible residents; and

**WHEREAS**, Fulton County shall at all times be construed solely as a services provider and not as a sub recipient under any grant funding source utilized by Atlanta Housing in furtherance of this Agreement.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is hereby agreed as follows:

#### **SECTION 1     PURPOSE AND INTENT**

Atlanta Housing provides housing subsidy assistance to more than 6,000 seniors across its housing programs. Atlanta Housing identified an Aging Well Strategy for its assisted seniors that focuses on health, active living, and assisting seniors with aging in place. Fulton County, through its Department of Senior Services, is responsible for the planning and coordination of senior services throughout the county and provides services that focus on safety, health, nutrition and activities of daily living. Atlanta Housing would like to enter into this Agreement with Fulton County for the provision of in-home services and community based programming, and transportation services for Atlanta Housing assisted seniors. Fulton County will perform the in-home services, community-based programming and transportation services subject to full reimbursement from Atlanta Housing for the services rendered and invoiced.

#### **SECTION 2     POWERS AND DUTIES**

In furtherance of the public purposes of this Agreement, Fulton County and Atlanta Housing hereby represent and warrant to each other the following:

2.1 Authority. Each Party hereto expressly represents and warrants that (i) it has the power to make, deliver and perform this Agreement, and has taken all necessary action to authorize the execution, delivery and performance of this Agreement; (ii) this Agreement, when executed, will be legally binding upon the Parties and enforceable in accordance with the terms hereof; and (iii) no further consent or approval of any other party not specifically mentioned herein is required in connection with the execution, delivery, performance, validity and enforcement of this Agreement, unless where required by law. Without limiting the generality of the foregoing, each Party hereby expressly acknowledges and represents that it has officially adopted and otherwise approved this

Agreement at a meeting of its governing authority in accordance with the Constitution and laws of the State of Georgia. To the knowledge of Fulton County and Atlanta Housing, there are no actions, suits or proceedings pending or threatened, in any court or before any governmental authority, domestic or foreign against, by or affecting Fulton County or Atlanta Housing which affect or question the validity or enforceability of this Agreement or of any action taken by Fulton County or Atlanta Housing under this Agreement.

2.2 Public Purpose. This Agreement and the services contemplated herein are for the public welfare and benefit and are undertaken in accordance with the laws and Constitution of the State of Georgia. Without limiting the foregoing, the Parties specifically and expressly warrant and represent, and do hereby find, that this Agreement (i) pertains to the provision of services and activities which the Parties are by law authorized to undertake and provide; (ii) is otherwise authorized under the Intergovernmental Contracts Clause of the Georgia Constitution of 1983, Art. IX, Sec. III, Par. I (a); (iii) does not authorize the creation of new debt as contemplated by Ga. Const. of 1983, Art. IX, Sec. V. Par. I (a); and (iv) does not violate O.C.G.A. § 36-30-3(a) or otherwise prevent free legislation by any party in matters of government, and shall be binding and enforceable against the Parties and their successors during the term hereof in accordance with its terms.

2.3 No Conflicting Agreements. The execution, delivery and performance of this Agreement will not violate or contravene any contract, undertaking, instrument or other agreement to which Fulton County or Atlanta Housing is a party, or which purports to be binding upon said Parties. Furthermore, the execution, delivery and performance of this Agreement does not violate the provisions of any Party's enabling legislation or Code of Ordinances, or any statutory or decisional laws of the State of Georgia regarding similarly political subdivisions of said State. The representations and warranties contained in this Section shall be true and correct as of the date hereof and such representations and warranties, and the obligation of Fulton County and Atlanta Housing to perform their respective obligations under this Agreement shall be expressly conditioned upon said representations and warranties being true and correct on the date hereof. Furthermore, each Party hereto specifically acknowledges and agrees that it shall be forever estopped from making any claim, counterclaim, assertion, or other argument of any kind against the other Party contrary to the representations and warranties set forth in this Agreement.

### **SECTION 3 SCOPE OF SERVICES**

Fulton County shall provide in-home services and community-based and transportation services to Atlanta Housing-assisted seniors that are referred by Atlanta Housing. The services are more fully described in Attachment A of this Agreement ("Services"), attached hereto and incorporated herein by reference. Under the process set forth below, Fulton County will aim to provide Services for more than 50 seniors, ages 60 and older, which are referred by Atlanta Housing. The Services shall include all labor, materials, equipment, and services necessary to perform and complete in an acceptable manner the tasks contemplated or otherwise required herein. All applicants will be scored in accordance with the same criteria in assigning a Determination of Need Revised (DON-R) score currently utilized by Fulton County, and will be placed on the County list in order of need/DON-R score as all other County participants, and will be provided with services in accordance with the availability of their respective funding sources.

**SECTION 4 TERM**

Unless earlier terminated in accordance with this Agreement, Fulton County shall perform the Services for one year, commencing on the Effective Date (defined in Section 28 below) of this Agreement through and including December 31, 2020 (the “Initial Term”). This Agreement may be extended for - four terms of one year each by agreement of the Parties before the expiration of the Initial Term or the then current Option Term, as applicable (each, an “Option Term”; the Initial Term together with all Option Terms, collectively the “Contract Period”).

**SECTION 5 COMPENSATION**

In exchange for the Services provided by Fulton County, Atlanta Housing shall pay to Fulton County the following amount during the Term of the Agreement, for Services actually performed:

<b>FULTON COUNTY SERVICES</b>	<b>FEE</b>
<b>Case Management</b>	\$63.76 per hour
<b>Activities and meals at a Senior Center</b>	\$26.20 per day
<b>Home-Delivered Meals</b>	\$7.10 per meal
<b>In-Home Services</b>	<ul style="list-style-type: none"><li>• Homemaker: \$21.39 per hour</li><li>• Personal Care: \$21.31 per hour</li><li>• Respite: \$28.20 per hour</li></ul>
<b>Transportation</b>	\$24.47 per round trip
<b>Adult Day Program</b>	\$12.31 per hour
<b>Information and Assistance</b>	\$48.92 per client

Payments will be made in accordance with Section 6 of this Agreement upon receipt and approval of invoices by Atlanta Housing. Fulton County shall not perform services for which an additional cost or fee will be charged by Fulton County without the prior written consent of Atlanta Housing.

**SECTION 6 INVOICES**

Atlanta Housing has assigned a contract identification number to this Agreement (“Contract Number IGA2020-0093001”) simultaneously with the execution of the same. The Contract Number is a unique number and must be used by Fulton County when referring to this Agreement. All invoices with respect to Services actually rendered shall be electronically submitted by Fulton County to [AMSHelpdesk@atlantahousing.org](mailto:AMSHelpdesk@atlantahousing.org). If electronic submission is unavailable, one original invoice shall be submitted to:

The Housing Authority of the City of Atlanta, Georgia  
230 John Wesley Dobbs Avenue, NE, 5<sup>th</sup> Floor  
Atlanta, Georgia 30303-2421  
Attn: Contracts & Procurement Department

- a. Invoices must include the Contract Number, the invoice date and number; the period of

time in which the Services were performed, and a detailed description of the work performed for which payment is requested.

- b. If applicable, Fulton County will submit Minority Business Enterprise/Women Business Enterprise (MBE/WBE) and HUD Section 3 (as defined below) related information in conjunction with the invoice for the Services.
- c. Invoices may be submitted no more frequently than on a monthly basis. Payment will be made to Fulton County within 30 calendar days of receipt of an invoice complying with the requirements contained in this Section, so long as Contractor is in compliance with the material terms of this Agreement. Atlanta Housing may seek reimbursement for paid invoices if it later determines that the Services thereunder were not adequately performed.

## **SECTION 7 PERSONNEL**

Fulton County agrees that all persons assigned to perform Services under this Agreement are either lawful employees of Fulton County or, to the best of the County's knowledge, lawful employees of a subcontractor authorized by Fulton County. All persons assigned to perform Services under this Agreement must have any professional licenses required and be qualified to perform such Services in Georgia.

## **SECTION 8 INSURANCE**

For purposes of this section, Fulton County is defined to include its Commissioners, officers, directors, employees, and volunteers. The following insurance coverage must be carried by Fulton County during the Contract Period (**HOWEVER, NOTHING HEREIN SHALL BE CONSTRUED AS PREVENTING FULTON COUNTY FROM SELF-FUNDING ANY INSURANCE OBLIGATION UNDER THIS AGREEMENT, AND FULTON COUNTY HAS PROVIDED A SELF-FUNDED SELF-INSURANCE LETTER TO ATLANTA HOUSING TO THAT EFFECT**):

- a. Workers' Compensation and Employer's Liability with the following minimum limits and coverage:
  - i. Workers' Compensation: Statutory limit in accordance with the laws of the State of Georgia.
  - ii. Employer's Liability:
    - (a) \$500,000 each accident for bodily injury by accident;
    - (b) \$500,000 each employee for bodily injury by disease; and
    - (c) \$500,000 policy limit for bodily injury by disease.
- b. Commercial General Liability with the following minimum limits and coverage:

- i. \$1,000,000 each occurrence (combined single limit for bodily injury and property damage);
  - ii. \$1,000,000 for personal and advertising injury liability;
  - iii. \$1,000,000 aggregate on products and completed operations; and
  - iv. \$2,000,000 general aggregate.
- c. Automobile Liability with the following minimum limit and coverage:
  - i. \$1,000,000 combined single limit each accident; and
  - ii. Coverage shall be for any auto (including owned, hired, and non-owned autos).
- d. Professional Liability / Errors & Omissions: Professional Liability / Errors & Omissions insurance in the amount of not less than \$1,000,000 per claim, unless otherwise required by Atlanta Housing.
- e. Cyber Liability: Cyber Liability Insurance with coverage limits no less than \$2,000,000 per occurrence or claim and \$3,000,000 aggregate.
- f. The following are additional requirements with respect to insurance coverage:
  - i. **Additional Insured Endorsement:** Blanket additional insured coverage is required for general commercial liability, automobile liability and cyber liability, to include Atlanta Housing; its Commissioners; its officers, directors, employees, and volunteers; and any other party as may be required.
  - ii. **Applicable to third-parties only. Fulton County will provide to Atlanta Housing all certificates of insurance, including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the declarations and endorsement page of the commercial general liability policy listing all policy endorsements for each of the insurance policies named above, prior to execution of this Agreement and at the beginning of each Option Term, that that are performed by third-parties.** Subject to the foregoing, Atlanta Housing specifically reserves the right to require Fulton County to provide certified complete copies of such policy or policies. Each such policy will not be canceled or materially changed or altered without Fulton County first giving 30 days' written notice thereof to Atlanta Housing's Senior Vice President, Contracts & Procurement, 230 John Wesley Dobbs Avenue, NE, 5<sup>th</sup> Floor, Atlanta, Georgia 30303-2421, sent by certified mail, return receipt requested. Should Fulton County be unable to effectuate the foregoing, then Fulton County may immediately terminate this Agreement as set forth in Section 11(a) of this Agreement.

- iii. All certificates and endorsements are to be received and approved by Atlanta Housing before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive Fulton County's obligation to provide them. Atlanta Housing reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. All coverage, limits and endorsements required herein shall be maintained in full force.
- iv. The insurance carrier shall be licensed to transact business in the State of Georgia and shall carry a current A.M. Best's rating of no less than A-.
- v. Fulton County agrees to notify Atlanta Housing of any substantial change in such insurance coverage described herein. Substantial change includes, but is not limited to, events such as cancellation, non-renewal, reduction in coverage or receipt of a claim against such coverage with a potential recovery in excess of 20% of available coverage.
- vi. The premium cost of all insurance purchased by Fulton County shall be borne by Fulton County and is not reimbursable by Atlanta Housing.
- vii. An umbrella liability policy (or excess liability) may be used to provide additional commercial general liability, automobile liability, and employers' liability limits to meet Atlanta Housing's minimum coverage requirements.
- viii. Atlanta Housing reserves the right, but not the obligation, to review and revise any insurance requirements, including limits, coverages and endorsements, based upon insurance market conditions affecting the availability and affordability of coverage. Additionally, Atlanta Housing reserves the right, but not the obligation, to review and reject any insurance policies, certificates of insurance or insurer failing to meet the criteria stated herein.
- ix. The insurance obligations under this agreement shall be: (1) all the insurance coverage and/or limits carried by or available to Fulton County; or (2) the minimum insurance coverage requirements and/or limits shown in this agreement; whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits, which are applicable to a given loss, shall be available to Atlanta Housing. No representation is made that the minimum insurance requirements of this agreement are sufficient to cover the obligations of Fulton County under this agreement.

Except as set forth in subpart f(ii) of this part, with respect to the County's right to terminate based on its ability to add Atlanta Housing as an additional insured to its third-party service providers, failure of Fulton County to fully comply with the insurance requirements of this Agreement will be considered a material breach of this Agreement.

**SECTION 9 REPRESENTATIONS AND WARRANTIES**

Fulton County represents and warrants to Atlanta Housing that:

- a. Fulton County is a political subdivision of the state of Georgia, qualified to provide the Services in the State of Georgia;
- b. Fulton County will perform the Services under this Agreement consistent with generally accepted professional and technical standards;
- c. The execution, delivery and performance of this Agreement has been duly authorized by all necessary action on the part of Fulton County;
- d. The person signing this Agreement has been duly authorized by Fulton County to sign and deliver same;
- e. This Agreement is a valid, enforceable and legally binding obligation of Fulton County;
- f. Neither Fulton County nor any of its subcontractors, to the best of Fulton County's knowledge, has been debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this Agreement by a federal department or agency or the State of Georgia and Fulton County will immediately notify Atlanta Housing if such action occurs during the Contract Period;
- g. Fulton County does not owe Atlanta Housing more than \$100 pursuant to a contract or other transaction;
- h. Fulton County does not have a civil or criminal dispute or action against Atlanta Housing whatsoever, whether procedural, administrative, legal or otherwise;
- i. Fulton County has done nothing, whether by threat or written or verbal action, to assert a civil or criminal dispute or action against Atlanta Housing, whether procedural, administrative, legal or otherwise (including any appeal or review of any of the foregoing actions); and
- j. Fulton County has and will maintain and keep in full force and effect during the Contract Period all required licenses, certifications and permits necessary to perform the Services.

**SECTION 10 COMPLIANCE WITH LAWS**

- a. Fulton County and its employees, agents, and subcontractors shall comply with all applicable federal, State, and local laws, rules, ordinances, regulations and orders now or hereafter in effect during the Contract Period. Fulton County and its employees,



agents and subcontractors shall also comply with all federal, State and local laws regarding business permits and licenses that may be required to carry out the Services performed under this Agreement. To the extent the work required under this Agreement is related to development, Fulton County shall further comply with the applicable Annual Contributions Contract related to such development. To the extent such work is related to a mixed finance development, Fulton County shall comply with the provisions of 24 CFR 941.208.

- b. Fulton County further certifies that it and any tier of subcontractor has registered, uses and complies with the federal work authorization program, also known as E-Verify, or any subsequent replacement program. Fulton County certifies that it will continue to use E-Verify throughout the Contract Period; that it and all tiers of subcontractors who perform Services under this Agreement will only contract with subcontractors who present an affidavit to it in satisfaction of such laws; and that Fulton County will submit the appropriate affidavits for all tiers of subcontractors to Atlanta Housing, as required.
- c. **HUD SECTION 3 COMPLIANCE**
  - 1. The Services to be performed under this Agreement are subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC 1701u (“HUD Section 3”). The purpose of HUD Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by HUD Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
  - 2. The Parties hereby agree to comply with HUD's regulations in 24 CFR Part 135, which implement HUD Section 3. As evidenced by their execution of this contract, the Parties to this Agreement certify that they are under no contractual or other impediment that would prevent them from complying with 24 CFR Part 135 regulations.
  - 3. Fulton County agrees to send to each labor organization or representative of workers with whom Fulton County has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of Fulton County's commitments under this HUD Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the HUD Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the Services shall begin.
  - 4. Fulton County agrees to include this HUD Section 3 clause in every subcontract

subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this HUD Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. Fulton County will not subcontract with any subcontractor where it has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135. Should Fulton County be unable to effectuate the forgoing, then Fulton County may immediately terminate this Agreement as set forth in Section 11(a) of this Agreement.

5. Fulton County will certify that any vacant employment positions, including training positions that are filled (1) after it is selected but before this Agreement is signed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 CFR Part 135.
6. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD-assisted contracts.
7. With respect to work performed in connection with HUD Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of HUD Section 3 and section 7(b) agree to comply with HUD Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).
8. Fulton County is not a sub recipient of Atlanta Housing under the terms of this Agreement and shall at all time be construed as a service provider.

d. **CLEAN AIR AND WATER POLLUTION CONTROL**

For contracts in excess of \$150,000, Fulton County must comply with all applicable standards, orders or requirements issued pursuant to the Clean Air Act (42 USC 7401-7671q) and the Federal Water Pollution Act, as amended (33 USC 1251-1387).

e. **RECOVERED MATERIALS**

Fulton County must comply with all the requirements set forth in Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.

f. **EQUAL EMPLOYMENT OPPORTUNITY**

Fulton County, during the performance of this Agreement, shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Fulton County shall comply with applicable federal and state non-discrimination and equal opportunity laws, rules, regulations and executive orders.

g. **ANTI-LOBBYING**

1. Fulton County will not use federally-appropriated funds that have been paid or will be paid by or on behalf of Fulton County for the purpose of influencing or attempting to influence any officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant or any other such award covered by 31 USC 1352.
2. If this contract is valued in excess of \$100,000, Fulton County agrees to file required certifications for itself and all tiers of subcontractors stating that each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing an office or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Each tier will further disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award to the tier above up to Atlanta Housing.
3. Fulton County agrees to include the language of this subsection in the award documents for sub-awards at all tiers (including subcontracts, sub-grants and contracts under grants, loans and cooperative agreements) and all sub-recipients and subcontractors shall acknowledge and disclose accordingly.

**SECTION 11 TERMINATION FOR CONVENIENCE AND DEFAULT**

- a. Either Party may terminate this Agreement, in whole or in part, for convenience by delivering to the other party a written notice of termination specifying the nature, extent, and effective date of the termination.
- b. Either Party may terminate this Agreement upon the material breach of this Agreement by the other Party, which breach is not cured within 30 calendar days following written

notice thereof; provided, however, that if such breach is not susceptible to cure the non-breaching Party may terminate this Agreement immediately upon written notice thereof to the breaching Party. For avoidance of doubt, any materially false, deceptive, incorrect or incomplete statement, representation, or certification by either Party in connection with this Agreement shall constitute a material breach that is not susceptible to cure by either Party.

- c. Upon the termination of this Agreement by either Party, Fulton County shall deliver to Atlanta Housing all information, reports, papers, and other materials accumulated or generated in performance of the Services, whether completed or in process. Atlanta Housing shall make payments for Services rendered up to the effective date of termination. Atlanta Housing shall not pay for services rendered after the effective termination date.
- d. If the termination is for the convenience of Atlanta Housing, then Atlanta Housing shall be liable only for payment for Services rendered before the effective date of the termination. In arriving at the amount due Fulton County for a termination for convenience, in no event shall the payment exceed the aggregate Compensation set forth in Section 5 of this Agreement and there shall be deducted: (i) all progress payments to Fulton County under the terminated portion of this Agreement, and (ii) any claim which Atlanta Housing has against Fulton County under this Agreement.
- e. Fulton County agrees that upon termination of this Agreement for any reason, it shall provide sufficient efforts and cooperation to ensure an orderly and efficient transition of the services to Atlanta Housing or another contractor designated by Atlanta Housing. Fulton County shall provide full disclosure to Atlanta Housing and the third-party contractor about the equipment or services required to perform the services for Atlanta Housing.
- f. Any disputes with regard to this Section are expressly made subject to the terms of Section 11 of this Agreement.

## **SECTION 12 DISPUTES**

- a. The Parties agree to attempt to resolve all disputes and misunderstandings that may arise under or relating to this Agreement by agreement of the Parties or through amicable negotiations.
- b. All claims by Fulton County shall be made in writing and submitted to Atlanta Housing. Atlanta Housing shall, with reasonable promptness, but in no more than 30 calendar days, render a decision concerning any claim hereunder. Unless Fulton County, within 20 calendar days after receipt of Atlanta Housing's decision, notifies Atlanta Housing in writing that it takes exception to such decision, the decision shall be final and conclusive. Fulton County shall proceed diligently with performance of this Agreement, pending decision from Atlanta Housing concerning any claim hereunder.

- c. If Fulton County does not agree with the decision of Atlanta Housing, it may pursue other legal means to resolve such claim. The venue of any action brought under this Agreement shall be in the Superior Court of Fulton County, Georgia or the United States District Court for the Northern District of Georgia.
- d. This Section shall survive the termination of this Agreement.

### **SECTION 13 NOTICES**

Except as otherwise stated in this Agreement, notice given pursuant to this Agreement shall be in writing and delivered to the other Party by registered or certified mail, return receipt requested, by receipted hand delivery, or by Fed Ex, UPS or other similar and reliable overnight courier. Each such notice shall be addressed to the person who signed this Agreement on behalf of the Party and delivered to the address identified below:

#### **TO ATLANTA HOUSING:**

Albert Murillo  
Senior Vice President, Contracts & Procurement  
The Housing Authority of the City of Atlanta, Georgia  
230 John Wesley Dobbs Avenue, NE, 5<sup>th</sup> Floor  
Atlanta, Georgia 30303-2421

#### **TO FULTON COUNTY:**

Ladisa Onyiliogwu  
Director, Department of Senior Services  
Fulton County Government  
141 Pryor Street  
Atlanta, Georgia 30303

With copies to:

General Counsel  
The Housing Authority of the City of Atlanta, Georgia  
230 John Wesley Dobbs Avenue, NE, 7<sup>th</sup> Floor  
Atlanta, Georgia 30303-2421

All notices sent pursuant to the terms of this Section shall be deemed received: (a) if hand delivered, then on the date of delivery; (b) if sent by overnight courier, then on the next business day immediately following the day sent; or (c) if sent by registered or certified mail, then on the earlier of the third business day following the day sent or when actually received.

From time to time, the Parties may change the name and address of the person designated to receive notice. Such change of the designated person shall be in a written notice delivered to the other Party as provided in this Section.

### **SECTION 14 EXAMINATION AND RETENTION OF FULTON COUNTY'S RECORDS**

- a. Fulton County shall maintain during the Contract Period, and for a period of at least three years following the date of final payment under this Agreement, all of its books, documents, papers and other records, including electronic records, involving

transactions related to this Agreement (“Records”) for the purpose of making audit, examination, excerpts and transcriptions. Before disposing of any Records, Fulton County must notify Atlanta Housing in writing of its intent to do so, and within ten business days of receiving such notification, Atlanta Housing, in its sole discretion, will have the right to request that such Records be provided to Atlanta Housing in lieu of disposal. Atlanta Housing, the United States Department of Housing and Urban Development (“HUD”), the Comptroller General of the United States or any of their duly authorized representatives shall, until three years after final payment under this Agreement, have access to and the right to examine all Records.

- b. Fulton County agrees to include in first-tier subcontracts under this Agreement a clause substantially the same as subsection (a) above. “Subcontract,” as used in this Section, excludes contracts not exceeding \$10,000 in value.
- c. Notwithstanding anything to the contrary set forth in this Section, the periods of access and examination in subsection (a) above shall continue until final disposition of any appeals, litigation, claims or exceptions related thereto that were commenced prior to the expiration of such three-year period.
- d. This Section shall survive the termination of this Agreement.

## **SECTION 15 INTELLECTUAL PROPERTY; NO PUBLIC ANNOUNCEMENTS**

Fulton County agrees it will not use the name or any intellectual property of Atlanta Housing, including but not limited to, Atlanta Housing copyrights, trademarks and logos, in any manner, including commercial advertising or use as a business reference, without the prior written consent of Atlanta Housing. This Section shall survive the termination of this Agreement. Fulton County may not announce or release any information regarding this Agreement or its performance of services hereunder without Atlanta Housing’s express prior written approval (which may be withheld in Atlanta Housing’s sole discretion), except as otherwise required by law or a Court of competent jurisdiction. Fulton County shall not use any trade name, trademark, service mark or any other information which identifies Atlanta Housing or any Atlanta Housing affiliate in Fulton County’s sales, marketing and publicity activities, including postings to the Internet, interviews with representatives of any written publication, television station or network or radio station or network without Atlanta Housing’s express prior written approval.

## **SECTION 16 PROPRIETARY INFORMATION**

Atlanta Housing may provide Fulton County with information owned by or relating to Atlanta Housing and its business, including, without limitation, its operations, business plans, personnel, or financial matters, all of which is hereby designated as confidential and proprietary by Atlanta Housing (“Confidential Information”). Fulton County agrees to only use Atlanta Housing’s Confidential Information to the extent necessary to perform the services as contemplated herein. During the Contract Period and for two years following the expiration or earlier termination thereof, Fulton County shall keep confidential and shall not publish or otherwise disclose, or permit its employees,

subcontractors and assigns to publish or otherwise disclose, any of Atlanta Housing's Confidential Information without Atlanta Housing's prior written approval; provided that to the extent such Confidential Information constitutes a trade secret under applicable law, such covenants shall continue for so long as such Confidential Information so constitutes a trade secret. At a minimum, Fulton County shall carry out its obligations hereunder using the degree of care that it uses in protecting its own confidential and proprietary information of similar importance (but in no event less than reasonable care). All Confidential Information is and shall remain Atlanta Housing's property, and Fulton County shall return such Confidential Information, and all embodiments thereof, to Atlanta Housing upon expiration or termination of this Agreement or upon the earlier request of Atlanta Housing. Fulton County agrees that all of its employees and subcontractors will, upon Atlanta Housing's request, sign a confidentiality statement, in a form approved by Atlanta Housing in its reasonable discretion, in which such employees and subcontractors agree to be bound by the restrictions set forth in this Section. The following types of information shall not be subject to the requirements of this Section: (a) information that is or becomes known to the public through no act or omission of Fulton County; (b) information that Fulton County can demonstrate was in its possession prior to the execution of this Agreement (and was provided by a source other than Atlanta Housing); (c) information that Fulton County developed independently from any relationship with Atlanta Housing; and (d) information that Fulton County acquired from a third party which did not violate any obligation of confidentiality or trust by disclosing such information. This Section shall survive the termination of this Agreement.

#### **SECTION 17 DATA SECURITY**

Fulton County will use reasonable practices, both technically and procedurally, to protect its Records from unauthorized physical and electronic access. In the event of any breach or compromise of the security, confidentiality or integrity of computerized Records, where personal information was, or is reasonably believed to have been acquired or accessed by an unauthorized person, Fulton County will report to Atlanta Housing, within 24 hours, the breach of the security system containing the Records. Fulton County will comply with all notification actions required by law.

#### **SECTION 18 CONTRACTING OFFICER**

As used in this Agreement, Atlanta Housing's President and Chief Executive Officer is the Contracting Officer and is delegated the authority by Atlanta Housing to enter into, administer, and terminate this Agreement. The term includes any successor Contracting Officer. The Contracting Officer shall be deemed the authorized agent of Atlanta Housing in all dealings with Fulton County.

#### **SECTION 19 AMENDMENTS AND MODIFICATIONS**

The Contracting Officer is the only Atlanta Housing employee who has the authority to change, amend or modify this Agreement. Any modification of this Agreement shall be made pursuant to a written authorization by the Contracting Officer and the authorized officer of Fulton County, after approval of any such modification by the Fulton County Board of Commissioners.

#### **SECTION 20 ASSIGNMENT, SUBCONTRACTING AND NAME CHANGES**

Fulton County may not assign this Agreement or any part thereof, or assign or delegate any of its rights, duties or obligations under this Agreement to any other party, whether by operation of law or otherwise, without the prior written consent of Atlanta Housing. Without such consent, Fulton County hereby agrees not to assign its rights or delegate its duties. Any purported assignment in violation of this Section shall be null and void. In its sole discretion, Atlanta Housing reserves the right to refuse approval of any assignment.

Atlanta Housing may not assign any rights or obligations under this agreement without the prior written approval of Fulton County, after approval of same by the Fulton County Board of Commissioners

During the Contract Period, Fulton County is obligated to notify Atlanta Housing if the name or corporate structure changes, including any merger, acquisition, sale, restructuring, or other transaction that renders the legal entity name or federal employer identification number different. Fulton County agrees to provide sufficient documentation to Atlanta Housing to document such change in the legal entity name or federal employer identification number.

In the event Fulton County subcontracts the performance of any of the services to a third party approved by Atlanta Housing in accordance with this Section, Fulton County and each subcontractor shall enter into a subcontracting agreement and provide a copy of same to Atlanta Housing with such subcontracting agreement meeting the federal requirements set forth in this Agreement.

## **SECTION 21 NON-EXCLUSIVE RIGHTS**

This Agreement is not exclusive. Atlanta Housing reserves the right to select other contractors to provide services similar to the services described in the Agreement during the Term of this Agreement.

## **SECTION 22 LIMITATION ON LIABILITY**

Limitation. Except as set forth in Section 22 neither Party will be liable to the other Party or to any other person or entity, for special, indirect, consequential or punitive damages caused by, attributable to, or arising in connection with, the performance, nonperformance, or delayed performance of the Program contemplated by this Agreement by the Parties or their respective officials, agents or employees, or any act or omission of the Parties or any person or entity acting on behalf of the Parties, whether negligent or otherwise, however such damages may be caused. Fulton County will not be liable for any failure to perform or any delay in the performance of its obligations hereunder.

## **SECTION 23 SEVERABILITY**

If any provision of this Agreement is declared unenforceable by a court of competent jurisdiction the remainder of this Agreement, or the application of that provision to any persons or circumstances other than those as to which it is held to be unenforceable, will not be affected by that unenforceability and the remaining provisions shall remain in force and effect to the fullest extent permitted by law.



**SECTION 24 COUNTERPARTS**

The Parties may sign this Agreement in several counterparts, each of which will be deemed an original but all of which together will constitute one instrument.

**SECTION 25 GOVERNING LAW**

This Agreement will be governed by and construed in accordance with the laws of the State of Georgia, without giving effect to principles of conflict of laws. Venue shall be as stated in Section 11.

**SECTION 26 ENTIRE AGREEMENT**

This Agreement, along with the Attachments hereto, contains the entire understanding between the Parties concerning the services to be performed and supersedes all prior discussions and agreements between the Parties with respect thereto.

**SECTION 27 SURVIVAL**

All representations, warranties, covenants and agreements of Parties set forth herein, which by their sense and context are intended to survive the expiration or termination of this Agreement, shall survive the expiration or termination of this Agreement.

**SECTION 28 EFFECTIVE DATE**

This Agreement is effective upon execution by the governing bodies of both Parties.

**SECTION 29 FUNDING LIMITATIONS**

This Agreement is funded, in whole or in part, by grant funds provided by HUD. Atlanta Housing will not be bound to any contract if funding has been disallowed by HUD.

**[SIGNATURES ON FOLLOWING PAGE]**

The Parties agree by signing through their respective authorized representatives below.

**THE HOUSING AUTHORITY OF  
THE CITY OF ATLANTA, GEORGIA**

By: \_\_\_\_\_  
Eugene E. Jones, Jr. Date  
President and Chief Executive Officer  
Contracting Officer

ATTEST:

SEAL

**FULTON COUNTY, GEORGIA**

By: \_\_\_\_\_  
Robert L. Pitts Date  
Chairman, Fulton County Board of Commissioners

ATTEST:

\_\_\_\_\_  
Tonya R. Grier, Interim Clerk to  
the Commission

SEAL

Approved as to Form:

\_\_\_\_\_  
Patrise Perkins-Hooker  
County Attorney

P:\CAContracts\Senior Services\Atlanta Housing Authority - IGA\3.10.20.Atlanta Housing IGA.clean.docx

## ATTACHMENT A SERVICES

Fulton County will provide in-home services and community-based and transportation services to Atlanta Housing assisted seniors, ages 60 and older, who are referred by Atlanta Housing. Additionally, Fulton County will:

- Accept referrals from Atlanta Housing of seniors from AH's housing programs in need of home and community-based services and will provide all or some of the following, as requested in referrals from Atlanta Housing:
  - Information and Assistance: Provide an initial assessment of each senior that is referred by Atlanta Housing. Give information, referral and assistance to AH-assisted seniors referred by Atlanta Housing, their families and/ or caregivers for the provision of appropriate services, evaluation and follow-up support;
  - Adult Day Program: Provide structured, comprehensive programs for AH-referred seniors with functional impairments for all or part of the day at a location that is properly staffed and licensed to provide adult day program services. Impairments may include difficulty with dressing, feeding oneself, and/or using the bathroom, which may be caused by physical or cognitive challenges;
  - Case Management: Provide information and access to community resources to AH-referred seniors. Case management services include the assessment and periodic re-assessment of AH-referred seniors, and the planning, implementation, coordination and evaluation of options and services to meet AH-referred seniors' needs;
  - In-Home Services: Provide in-home services that maintain and strengthen the capacity of AH-referred seniors who are unable to adequately care for themselves which includes homemaker services, respite care and personal care. Homemaker services includes light housekeeping and meal preparation. Personal care includes personal grooming services. Respite care includes relief for caregivers;
  - Home Delivered Meals: Provide the delivery of meals to AH-referred seniors, who cannot prepare or obtain nutritionally adequate meals for themselves;
  - Senior Center: Provide health and wellness activities, supportive services and meals to AH-referred seniors in a group setting in a safe and sanitary location that is properly staffed and licensed to provide senior activities; and
  - Transportation: Provide coordinated transportation for AH-referred senior to non-emergency medical services, retail, senior centers, and adult day programs. Ensure that driver is properly licensed and trained to provide transportation to seniors and people with disabilities.

- Ensure that all Services are accessible to seniors with disabilities and that service providers reasonably accommodate seniors' disabilities, including accommodating caretakers and live-in aides who accompany AH-referred seniors to Services.
- Ensure that AH-referred seniors are not billed for Services.
- Track and maintain data about service occurrences and outcomes for AH-referred seniors.
- Monitor Services to ensure compliance with all applicable local, state and federal laws, including State of Georgia Department of Human Services Service Requirements. Contractor will be required to provide the results of monitoring to AH on a biannual basis.
- Document and provide notification to AH within 24 hours of any incident or adverse event that impacts the health, safety or welfare of any AH-referred senior when the incident or adverse event either occurs during Services or the adverse effects of which are observed during Services.
- Conduct satisfaction surveys with AH-referred seniors annually and report the results of the satisfaction surveys to AH. Surveys must be approved by AH prior to conducting the surveys.
- Allow Atlanta Housing personnel, at any time, to inspect and audit any records or documents of the Contractor, or its subcontractors, and at any time, inspect the premises, physical facilities, and equipment where services are provided.
- Ensure that community-based services are conducted in a manner that does not segregate or alienate AH-referred seniors due to their affiliation with AH.