



CONTRACT DOCUMENTS FOR
SWC99999-SPD0000136-0003
2021 TEMPORARY STAFFING SERVICES
For
DEPARTMENT OF SENIOR SERVICES

Contract Agreement

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

Contract Documents

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

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

This Agreement was approved by the Fulton County Board of Commissioners on October 20, 2021, BOC Item # 21-0836.

Indemnification

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

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

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

Insurance

HAPPY FACES agrees to obtain and maintain insurance coverage pursuant to and based upon the Terms and Conditions of the Georgia Department of Administrative Services Statewide Contract Number SWC99999-SPD0000136-0003. HAPPY FACES agrees to maintain insurance coverage during the entire term of this Agreement. The cancellation of any policy of insurance required by this Agreement shall meet the requirements of notice under the laws of the State of Georgia as presently set forth in the Georgia Code.

Notices

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

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

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

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

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

FULTON COUNTY, GEORGIA

DocuSigned by:
Robert L. Pitts

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

DocuSigned by:

Tonya R. Grier

EEC476C4837648D...

Tonya R. Grier, Interim Clerk to the Commission
Fulton County Board of Commissioners

(SEAL)

Approved as to Content:

DocuSigned by:

Ladisa Onyiliogwu

163AE4C82BAF41B...

Ladisa Onyiliogwu
Director, Department of Senior Services

Approved as to Form:

DocuSigned by:

Dennal Stewart

2277A2CEF73F4E4...

Office of the County Attorney

HAPPY FACES PERSONNEL GROUP, INC.

Michael Hairston

Submitted By)

DocuSigned by:

Michael Hairston

46C2812A1F4B4F5...

(Approved By) Authorized Representative
Michael Hairston

(Title)

Date: 04/07/2022

DocuSigned by:



ITEM#: _____ RCS: _____
RECESS MEETING

ITEM#: 2021-0836 RM: 10/20/2021
REGULAR MEETING

Scope of Services

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

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

1) Social Services Coordinator I

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

1) Cashier

2) Fitness Instructor

3) Art Instructor

4) Aquatics Instructor

5) Computer Instructor

6) Senior Center Supervisor

7) Senior Center Assistant

8) Administrative Clerk

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

1) Administrative Specialist

2) Administrative Clerk

3) Licensed Practical Nurse

4) Certified Nursing Assistant

5) Custodian

6) Life Guard

7) Cook

- B. Normal Hours of Work

Normal business hours are 8:30 AM to 5:00 PM, Monday through Friday and evening hours on Tuesdays and Thursdays from 5:00 PM to 8:00 PM.

Exceptions to these hours (including holidays, Saturdays and Sundays) must have prior written approval of the Owner.

C. Observed Holidays

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

Non-permanent employees are not eligible for holiday pay effective January 1, 2021.

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

D. Pay Period

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

E. Automated Time and Attendance System

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

F. Reporting Responsibility

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

G. Work Locations:

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

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

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

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

Helene S. Mills Senior Multipurpose Facility

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

Fulton County Senior Services Department

137 Peachtree Street, SW
Atlanta, GA 30303

Bethlehem Neighborhood Senior Center at Birdine

215 Lakewood Way, SW
Atlanta, GA 30315

COMPENSATION

Services provided under Attachment A shall be compensated on an hourly rate basis for a total not to exceed amount of \$233,532.60 (Two Hundred Thirty Three Thousand Five Hundred Thirty Two Dollars and Sixty Cents). The services provided shall be compensated on an hourly rate basis as detailed below.

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

Position Title	Category	# of Positions	Employee Hourly Rates	HF Hourly Rates	Amended Hourly Rates	HF Hourly Rates on Referred Staff
*Social Services Coordinator I	Admin	As Needed	\$22.00	\$28.60	\$29.54	\$27.72
Cashier	Admin	As Needed	\$11.42	\$14.85		\$14.39
Fitness Instructor	Professional	As Needed	\$17.63	\$22.57	\$22.31 \$25.60	\$22.04
Line Dance Instructor	Professional	As Needed	\$17.63	\$22.57		\$22.04
Art Instructor	Professional	As Needed	\$17.63	\$22.57	\$23.29	\$22.04
Aquatics Instructor	Professional	As Needed	\$17.63	\$22.57		\$22.04
Computer Instructor	Professional	As Needed	\$17.63	\$22.57	\$23.82	\$22.04
Senior Center Supervisor	Admin	As Needed	\$19.10	\$24.83		\$24.07
Senior Center Assistant	Admin	As Needed	\$11.42	\$14.85		\$14.39

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

Position Title	Category	# of Positions	Employee Hourly Rates	HF Hourly Rates	Amended Hourly Rates	HF Hourly Rates on Referred Staff
Administrative Specialist	Admin	As Needed	\$16.15	\$21.00		\$20.35
Administrative Clerk	Admin	As Needed	\$13.71	\$17.82	\$19.50	\$17.27
Licensed Practical Nurse	Healthcare	As Needed	\$20.77	\$27.00		\$25.96
Certified Nurse Assistant	Healthcare	As Needed	\$15.53	\$20.19		\$19.41
Lifeguard	Professional	As Needed	\$13.41	\$17.16		\$16.76
Custodian	Industrial	As Needed	\$11.42	\$14.96		\$14.50
Cook	Industrial	As Needed	\$12.18	\$15.96		\$15.47

The positions and number of instructors must be approved by Fulton County in writing prior to Happy Faces engaging the position. No payment will be made or the County obligated to pay until and unless prior approval is granted by the County.

INVOICING AND PAYMENT

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

Time of Payment: The County shall make payments to Contractor approximately thirty (30) days after receipt of a proper invoice. - Parties hereto expressly agree that the above contract term shall supersede the rates of interest, payment periods, and contract and subcontract terms provided for under the Georgia Prompt Pay Act, O.C.G.A. 13-11-1 et seq., pursuant to 13-11-7(b), and the rates of interest, payment periods, and contract and subcontract terms provided for under the Prompt Pay Act shall have no application to this Agreement; parties further agree that the County shall not be liable for any interest or penalty arising from late payments.

Submittal of Invoices: Invoices shall be submitted as follows:

Via Mail:

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

OR

Via Email:

Email: Accounts.Payable@fultoncountyga.gov

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

- 1) Vendor Information
 - a. Vendor Name
 - b. Vendor Address
 - c. Vendor Code
 - d. Vendor Contact Information
 - e. Remittance Address
- 2) Invoice Details
 - a. Invoice Date
 - b. Invoice Number (uniquely numbered, no duplicates)
 - c. Purchase Order Reference Number
 - d. Date(s) of Services Performed
 - e. Itemization of Services Provided/Commodity Units
- 3) Fulton County Department Information (needed for invoice approval)
 - a. Department Name
 - b. Department Representative Name

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

INVOICING AND PAYMENT

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

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

Submittal of Invoices: Invoices shall be submitted as follows:

Via Mail:

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

OR

Via Email:

Email: Accounts.Payable@fultoncountyga.gov

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

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 - a. Vendor Name
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 - e. Remittance Address
- 2) Invoice Details
 - a. Invoice Date
 - b. Invoice Number (uniquely numbered, no duplicates)
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 - d. Date(s) of Services Performed
 - e. Itemization of Services Provided/Commodity Units
- 3) Fulton County Department Information (needed for invoice approval)
 - a. Department Name
 - b. Department Representative Name

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

EXHIBIT 1
FULTON COUNTY PAY AND HOLIDAY
SCHEDULE

FULTON COUNTY 2022 PAY AND HOLIDAY OBSERVANCES CALENDAR

■ PAY DAY
 ■ HOLIDAY
 ● PAY PERIOD ENDING

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

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

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

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

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

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

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

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

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

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

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

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



2022
New Year's Day
Monday
January 3



I HAVE A DREAM
MLK JR.
Monday
January 17



President's Day
Monday
February 21



Memorial Day
Monday
May 30



FREEDOM DAY!
June 19
JUNETEENTH
Monday
June 20



HAPPY INDEPENDENCE DAY
Monday
July 4



LABOR DAY
Monday
September 5



Veterans Day
Friday
November 11



Thanksgiving
Thursday & Friday
November 24 & 25



Christmas
Friday & Monday
December 23 & 26



Welcome 2023
Friday
December 30



FULTON COUNTY

EXHIBIT 2

CERTIFICATE OF INSURANCE