



**FULTON
COUNTY**

CONTRACT DOCUMENTS

FOR

REQUEST FOR PROPOSAL 22RFP051322C-MH

2022 VETERANS SERVICES PROGRAM

FOR

YOUTH AND COMMUNITY SERVICES DIVISION

OF

FULTON COUNTY, GEORGIA

CONTRACT AGREEMENT

THIS AGREEMENT (“Agreement”), entered into this **1st day of June 2022**, by and between **FULTON COUNTY**, Georgia (hereinafter referred to as “Fulton County” or “County”), a political subdivision of the State of Georgia, acting by and through its Community Development Department’s Youth and Community Services Division (“YCS”), and **Gateway Performance Productions** (hereinafter referred to as “Contractor”), a corporation organized as a nonprofit, tax exempt 501(c) (3) agency, authorized to conduct business within the state of Georgia (hereinafter collectively referred to as the “Parties”).

WITNESSETH

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

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

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

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

The Agreement was approved by the Fulton County Board of Commissioners on **June 15, 2022, BOC#22-0442**.

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

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ARTICLE I - PARTIES AND TERM:

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

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

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

(d) This Agreement will remain in effect from **June 1, 2022**, until midnight **December 31, 2022**.

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

ARTICLE II - SCOPE OF CONTRACTOR'S DUTIES:

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

SCOPE OF WORK:

Veterans Services Program (VSP)

VSP Service Category: Health and Wellness

VSP Funding Priority(ies):

Health and Wellness: Health and Wellness Veterans Post Traumatic Stress Disorder|Health and Wellness Veterans Disability Benefits|Health and Wellness Veterans Family Members and Caregivers|Health and Wellness Other

Gateway Performance Productions, Online and Outreach Creative Classes for Veterans will provide services at the following locations at specified times during the contract period of **06/01/2022** through **12/31/2022**:

Service Delivery Site(s):

Name of Program Site:	Program Location (complete physical address):	Program City	Program State	Program Zip code	Fulton County District of the program (Facility) location:	District(s) of Fulton County Residents Served by the program (facility) location:
The Mask Center Video Studio	1083 Austin Ave. NE, # 008	Atlanta	Georgia	30307		4

Approach and Design:

Gateway Performance Productions, Online and Outreach Creative Classes for Veterans will provide services to **50** clients that reside in Fulton County, with VSP funding.

Gateway Performance Productions, Online and Outreach Creative Classes for Veterans will provide the following activities and services in Fulton County with VSP funding:

Gateway's will work to enhance the quality of life and promote relief from PTSD-related stress, as well as physical and mental health for veterans and family members/caregivers living with service-related mental, emotional or physical trauma as well as isolation, anxiety, isolation and/or suicidal ideation due to pandemic conditions and beyond, Gateway will provide (5) ongoing weekly virtual/in-person hybrid and (1) in-person only creative arts classes/workshops for 24 weeks. For veterans and family members/caregivers living with service-related mental, emotional or physical trauma, as well as living in isolation, anxiety, and/or suicidal ideation due to pandemic conditions and beyond, Gateway will provide creative arts classes/workshops for 24 weeks (by way of (5) ongoing weekly virtual/in-person hybrid classes, and (1) in-person only class). The aim of these classes is to enhance the quality of life and promote relief from PTSD-related stress, as well as physical and mental health for these people.

Classes/Workshops
Creative Writing - Designed to support, stimulate and facilitate your writing process. Writers at all stages of development are welcome. **Acting** - Explore the world of theater. Keep yourself sharp and ready for speaking and acting opportunities. Beginning, emerging and established actors welcomed. **Mime** - Have fun, experience mind/body performance skills. Inspired by the methods of Marcel Marceau, Sandra Hughes, Juki Arkin, Jango Edwards. Suitable for all. **Drawing/Sketching from Life** (2 identical sessions available) Learn to see the real. Enhance the artist eye. Train the artist hand. Explore visual journaling. Keep your brain limber. **Mask-making** - Explore the face behind the face. Find the truth that exists beneath the surface. **One on One Sessions with Instructors** - Provides uninterrupted, focused, constructive feedback as well as time to answer questions and set any goals participants may have. Programs will be presented as zoom-type classes and/or hybrid classes for those with no access to video virtual platforms as well as in-person classes and workshops at community sites. Classes will be adapted to the needs and possible physical limitations of the participants (for instance, ?Chair Mime?). Gateway will work to ensure ease of participation by hearing-impaired participants through the use of a closed-captioning scribe. **Instructors** - Create class content Conduct instruction Assist students in skill acquisition and creative expression An average of two hours of preparation for every hour of instruction is required Veteran facilities and other Fulton County facilities, such as the Helene S. Mills Senior Multipurpose Facility will serve as in-person teaching sites. Virtual classes will be conducted as zoom-type meetings or other online platforms with some in-person participants. Veterans with no access to computers or laptops will be reached through in-person classes at outreach sites. All classes offered are effective, regardless of presentation mode: virtual, in-person, or hybrid live/zoom. Gateway will utilize its studio, The Mask Center, located in Fulton County, as a virtual class site. Gateway will utilize the services of a video/audio technician and a closed captioning scribe to manage the technicalities of the platform and attendance. **Technician/Scribe** - Emails links to the virtual classes to participants Texts weekly reminders of the class links Admits all participants on the roster into the classes Facilitates all technical functions during class, such as breakout rooms, transcripts, video recording, screen sharing, closed captioning, etc. Emails, utilizes the chat, and texts additional resources and notices to participants before, during, and after the classes Starts and ends each class session Maintains and updates the roster for each class Is available to meet with instructors at a mutually agreeable time, when requested. A technician and real-time closed captioning scribe will leave the instructors unencumbered and free to focus on

teaching and the needs of veterans. To best serve participants, class size will be limited to a maximum of 12 students per class to encourage active interaction both between instructors and participants, and participant to participant. Student turnover in any single class will ensure that the most students possible will be served by each class/instructor. At the end of a session approximately 10% of students leave and the same number of new members join the next session. Classes will be presented in two segments (summer, fall) from July, 2022 to December, 2022. Gateway and its community partners will encourage new students to take part. 50 veterans will be served annually on an ongoing basis throughout 2022. The ? All People are Self Sufficient? strategic priority areas that this proposal addresses are: All people are self-sufficient All people are culturally enriched All people are healthy All people are safe By providing veterans and family members/caregivers with online skill acquisition, self exploration, recreation, social interaction, mental stimulation and stress reduction, this proposal encourages self-sufficiency in our participants. During these pandemic times, they are encouraged to remain safe and stay healthy through classes they can attend in their own homes. As they learn new skills in the performing and visual arts they receive cultural enrichment and a sense of accomplishment as arts culture participants. By providing Veterans and family members/caregivers with online social interaction, mental stimulation and stress reduction, this program encourages improved mental and emotional health. This proposed program will work to address these issues: Veterans Post Traumatic Stress Disorder. Includes healthcare services, mental health counseling, and recreational and spiritual programs. Programs should focus on promoting wellness and improving outcomes for Veterans facing unique, military-related health challenges caused by PTSD. Veterans Family Members/Caregivers. Includes counseling and support, family readiness groups, education and information services, wellness programs, crisis programs, peer monitoring programs, and substance abuse and support programs. Family Members and caregivers provide crucial support in maintaining households and caring for aging and disabled Veterans. Programs should focus on supporting and assisting those who undertake this important role. Other. Any social services, programs, or other resources provided to Veterans, family members, and/or caregivers not covered in the other categories. As veterans acquire new skills in the performing and visual arts, they will experience cultural enrichment and a sense of accomplishment as creative arts participants. Virtual classes will facilitate participation (in most instances) with in-person programming occurring at community sites. The proposed classes will provide mental, physical and spiritual stimulation, skill acquisition and mastery, all of which promote an increased sense of self-pride and self-worth, and a connection with other people and the outside world. All of this promotes health and wellness as well as independence and self-sufficiency. In addition, the skills acquired can provide Seniors with interesting new skills and talents that can be shared with grandchildren, thereby promoting kinship activities. Community Relationships Since 1981 Gateway has had a longtime partnership with the Fulton County Commissioners under the guidance of Fulton County Arts and Culture Department, providing programs that meet the needs of Fulton County residents. Other ongoing partnerships located in Fulton County that serve the needs of Fulton County residents: Fulton County Facilities -1. Helene S. Mills Senior Multipurpose Facility, since 20122. Auburn Senior Center, since 20133. Harriett G. Darnell Senior Facility, 20144. Dorothy Benson Multipurpose Senior Facility, 2014Fulton County Public Library System -5. Watley Branch, since 2017 6. Central Library, since 1982Other:7. Little 5 Points Community Center, AKA Little 5 Points Center for Arts and Community, since 20008. The Consulate General of Ireland, Atlanta, since 2016Community Relationships Since 1981 Gateway has had a longtime partnership with the Fulton County Commissioners under the guidance of Fulton County Arts and Culture Department, providing programs that meet the needs of Fulton County residents. Other ongoing partnerships located in Fulton County that serve the needs of Fulton County residents: Fulton County Facilities -1. Helene S. Mills Senior Multipurpose Facility, since 20122. Auburn Senior Center, since 20133. Harriett G. Darnell Senior Facility, 20144. Dorothy Benson Multipurpose Senior Facility, 2014Fulton County Public Library System -5. Watley Branch, since 2017 6. Central Library, since 1982Other:7. Little 5 Points Community Center, AKA Little

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Designation of VSP Funds:

Based on the awarded amount of **\$100,000.00**, the VSP funds are designated according to the following cost categories: Administrative, Operational, and Direct Services.

- ***Administrative Expenses-*** VSP Funds that are spent on Executive/Management Staff and Administrative Support Staff salaries, salary fringe and benefits ONLY. (Note: Not more than 5% of grant award can be used for administrative costs. Includes direct and indirect charges for administration of the grant)
- ***Operational Expenditures-*** VSP funds used to conduct agency/ organizational functions that are secondary to program service delivery such as: office/warehouse lease or mortgage expenses, office supplies (pens, toner, paper, etc.), agency's utility expenses, staff transportation expenses, marketing/catalogues, etc.
- ***Direct Service Expenditures-*** VSP funds utilized to provide services directly to agency/program participants such as payments made on behalf of participants for rent, utilities, food, shelter, transportation (rentals, gas, and parking, bus drivers, participant's public transportation costs, etc.) , scholarships and day care vouchers, salaries and fringe benefits for direct service personnel (Case Managers, Educators, Subcontractors, etc.), program supplies (educational/instructional materials, paper, pencils, markers, etc.) directly consumed by participants. Program materials that may be pertinent to the scope of services of a funded program and that aid in contractor meeting contracted program outcomes are included in this definition (i.e. children's story books, educational games, puzzles, and flash cards).

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

Cost Category	Designation of VSP Funding Award	Detailed Explanation of how the Funding Award will be Expended
Administrative (5% Admin max of funds awarded.)	\$5,000.00	Project Director
Operational	\$28,800.00	Costs for Rent, Office Supplies, Production Supplies and infrastructure, Internet, Zoom platform, Insurance
Direct Services	\$66,200.00	Instructors (2), Zoom Technician, Closed Captioning Scribe
Totals	\$100,000.00	

Additional Explanation of Funding Details:

ADMINISTRATIVE FEES

Project Director	\$ 5,000.00
Subtotal	\$ 5,000.00

OPERATIONAL COSTS

Space Rental	\$ 5,600.00
Internet Access	\$ 1,200.00
Office expenses	\$ 1,400.00
Travel (two vehicles)	\$ 2,200.00

Marketing	\$ 2,000.00
Equipment upkeep	\$ 3,000.00
Zoom Type platform	\$ 400.00
Production Expenses/Supplies	\$ 3,000.00
Insurance	\$ 5,000.00
Documentation	\$ 5,000.00
Subtotal	\$ 28,800.00

DIRECT SERVICES FEES

Instructor @ \$100. X 36 60 min. classes/workshops	\$ 3,600.00
Instructor @ \$150. X 36 90 min. classes/workshops	\$ 5,400.00
Instructor @ \$150. x 72 90 min. classes/workshops	\$ 10,800.00
Instructor (2) @100. x 77 prep hrs.	\$ 14,400.00
Instructor @100. x 77 prep hrs.	\$ 7,200.00
Zoom Technician @ \$75. X 36 60 min. classes	\$ 2,700.00
Zoom Technician @ \$100. X 108 90 min. classes	\$ 10,800.00
Closed Caption Scribe @ \$75. X 36 60 min .classes	\$ 2,700.00
Closed Caption Scribe @ \$100. X 108 90 min. classes	\$ 10,800.00
Accountant Services	\$ 5,000.00
Subtotal	\$ 66,200.00

TOTAL EXPENSES	\$100,000.00
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Program Performance Measures:

Gateway Performance Productions agrees to track and report program performance to the Fulton County Department of Community Development.

County Defined Performance Measure(s):

Health and Wellness: |Health and Wellness Number of individuals connected to available resources to help mitigate illness and health disparities|Health and Wellness Number of individuals who report or demonstrate improved health related outcomes or other quality of life measures|Health and Wellness Number of persons participating in programs focusing on Veterans Family Members and Caregivers

The following program measures/ Key Performance Indicators (“KPI’s”) will be utilized to track and report program outcomes for the Fulton County residents supported with VSP funding, during the funding period (June 1, 2022-December 31, 2022):

Individual progress by the class participants during 2022 will use virtual survey platforms provided by Zoom and in-person surveys to receive feedback from participants and instructors. Gateway’s specific goals include: Skills acquisition on the part of class participants Providing the tools of the art form being taught so that the participant can continue to enjoy the production of that art after the class concludes Enhanced quality of life for class participants Enhanced sense of self-worth for class participants Enhanced sense of connectedness to the wider community for participants. Major milestones for the project: Reaching out to our target participants with the help of our community partners (by June, 2022) Reaching our target number of participants (by June, 2022) The participants in the individual classes acquire the necessary skills to achieve entry level success in the production of that art form (by week 3 of any given class) The participants actively produce their own original works of art (by week 6 of any given class) The participants continue to produce art works after the classes are over (week 6 and beyond) Class participants begin reporting positive emotional, mental, physical and spiritual changes in their wellbeing. (by week 6 of any given class) KPI data will be collected through the utilization of survey tools provided by Zoom Surveys will be included as part of each class, recording responses by class participants Surveys will be kept short to ensure maximum participation by participants Pre-class survey to collect data on participants’ expectations will be included at the start of every class session Post three-week survey to ascertain the participants’ progress and reaction to the class and to allow for adaptation in the delivery of our services End-of-session survey to collect data on the participants’ experience of the classes Data will be analyzed by the Project Director, Advisors and Program Designer and distributed to the community partners and Fulton County Adjustments in services delivery that are deemed warranted by the data will be made by the Project Director and Instructors All surveys will be set up to go directly to participants before or after classes while they are still on the zoom call or present at the outreach site. Gateway will report on these County performance measures: All people are self-sufficient All people are culturally enriched All people are healthy Gateway Performance Measures Number of veterans receiving referrals to behavioral health and other supportive services Number of veterans who report or demonstrate improved health-related outcomes or other “quality of life” measures Number of veterans participating in programs focusing on Veterans Family members/caregivers Goals to be assessed: Improved quality of life for Veteran and family member/caregiver participants as reported by participants Sense of independence on the part of Veteran and family member/caregiver participants as reported by participants Increased sense of both community and kinship connection for Senior participants as reported by Veteran and family member/caregiver participants. Acquisition of arts

skills by Veteran and family member/caregiver participants as reported by both instructors and participants
Development of an independent artistic sensibility by Veteran and family member/caregiver participants as reported by instructors and participants
Development of a sense of pride in accomplishment by Veteran and family member/caregiver participants as reported by instructors and participants.

Agency Defined Performance Measure(s):


N/A

ADDITIONAL REQUIREMENTS

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

1. Contractor agrees to develop, in conjunction with Fulton County, a process of accepting and serving Fulton County residents referred by the Youth and Community Services Division of Fulton County Government.
2. Contractor agrees to allow staff from the Fulton County Department of Community Development to conduct contract compliance site visits as necessary (announced or unannounced).
3. During the site visit, Contractor will be required to allow staff to monitor programming, as well as review client rosters / sign-in sheets and/ or Registration information that should include complete addresses of Fulton County residents served by this funding.
4. Contractor agrees to comply with the Operational Specifications outlined in the 2022 Veterans Services Program RFP 22RFP051322C-MH
5. Contractor agrees that advertising, promotions and other publicity in connection with the supported program(s) shall include the following acknowledgement: **“Funding provided in part by the Fulton County Board of Commissioners under the guidance of the Department of Community Development.”**

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

County Logo  .

Reporting

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

6. Contractor will be required to submit a completed performance report (with deadline of January 13, 2023) to adhere to the requirements outlined in the Performance Report Instructions, as well as the format provided by the Fulton County Department of Community Development. Future funding will be affected if performance reports are not submitted by stipulated due dates.
7. Contractor will be required to provide demographic information concerning the Fulton County residents served, including, but not limited to age, race/ethnicity and gender.
8. Contractor will be required to report the number of UNDUPLICATED/NEW participants directly served through the Veterans Services Program funding. **Please note:** Failure to serve the total number of participants contracted to be served with VSP funding may result in reimbursement of VSP funding to Fulton County. Failure to reimburse the funding requested will result in the ineligibility to receive future funding.
9. Contractor will be required to submit unduplicated client rosters in a spreadsheet format that includes the complete residential addresses of the Fulton County residents served with VSP funding, and LEDGERS demonstrating how Veterans Services Program funds were expended for the specified reporting period.

Expenditure of Funds

10. Contractor is prohibited from utilizing VSP funds for capital expenditures. (A “capital expenditure” is defined as: any resource not completely consumed during the contract year, i.e. computers, printers, construction, vehicles, cell phones, etc.) Program materials that may be pertinent to the scope of services of a funded program and that aid in contractor meeting contracted program outcomes are excluded from the definition of “capital expenditure” (e.g., children's story books, educational materials, games, puzzles, and flash cards).
11. Veterans Services Program funds must be expended by December 31, 2022. All funds that are not spent by this date must be reimbursed to Fulton County Government within 30 days of written request. A Contractor’s failure to adhere to this requirement will result in one or more of the following: inability to receive future funding from Fulton County, and/or legal action against the agency to recoup funding that are not reimbursed by the deadline.

ARTICLE III - COMPENSATION FOR SERVICES

(a) Fulton County agrees to pay Contractor a maximum sum of **\$100,000.00**.

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

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

(d) The Contractor agrees and understands that all expenditures must be consistent with the scope and purpose of this Agreement, and expenditures must be consistent with the guidelines and definitions established in the **Veterans Services Program Request for Proposal ("RFP")**

22RFP051322C-MH, which is hereby incorporated by reference herein and made a part of this agreement. The County reserves the right to approve and reject payment for expenditures which are not consistent with the scope and purpose of this Agreement, and which the County determines are not consistent with the guidelines and definitions established in the Veterans Services Program RFP.

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

ARTICLE IV - RECORD KEEPING

(a) Contractor shall maintain accurate records of the expenditure and disposition of funds, and such records must be in accordance with good accounting practices, and made available for inspection and audit by Fulton County at a time mutually agreeable to parties and upon thirty (30) days' notice to contractor.

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

(c) A performance report, with supportive documentation consistent with provisions of the Agreement outlined in Article II, must be provided to Fulton County no later than **January 13, 2023, for the period June 1, 2022-December 31, 2022.**

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

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

**Youth and Community Services Division
Veterans Services Program
c/o: Grants Administration
hsd.grants@fultoncountygva.gov
137 Peachtree Street, SW
Atlanta, Georgia 30303**

To Contractor:

**Gateway Performance Productions
PO Box 8062
Atlanta, Georgia 31106**

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

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

ARTICLE V - INDEMNIFICATION

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

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

(a) This Agreement is effective on **June 1, 2022**, and shall terminate on **December 31, 2022**, unless earlier terminated in accordance with the provisions of this Agreement. Notwithstanding termination of the Agreement, Contractor is obligated to fulfill all of its obligations, including its reporting requirements.

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

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

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

(e) In the event that this agreement is terminated by Fulton County or Contractor, following the Fulton County’s determination that Contractor is not or has not been in substantial compliance with any provision of this agreement, Contractor agrees that Fulton County shall have the right to terminate this Agreement between Fulton County and Contractor without penalty. Contractor acknowledges and agrees

that Fulton County's right to terminate includes, but is not limited to, the right to withhold any and all future compensation due to Contractor pursuant to the terms of any and all other agreements between Fulton County and Contractor.

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

ARTICLE VII - INDEPENDENT CONTRACTOR STATUS

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

(b) Contractor acknowledges that **Gateway Performance Productions**, its directors, officers, employees, agents and assigns shall have no right of redress pursuant to the Personnel Rules and Regulations of Fulton County.

(c) The Contractor shall pay all sales, retail, occupational, service, excise, old age benefit and unemployment compensation taxes, consumer, use and other similar taxes, as well as any other taxes or duties on the materials, equipment, and labor for the work provided by the Contractor which are legally enacted by any municipal, county, state or federal authority, department or agency at the time bids are received, whether or not yet effective. The Contractor shall maintain records pertaining to such taxes as well as payment thereof and shall make the same available to Fulton County at all reasonable times for inspection and copying. The Contractor shall apply for any and all tax exemptions which may be applicable and shall timely request from Fulton County such documents and information as may be necessary to obtain

such tax exemptions. Fulton County shall have no liability to the Contractor for payment of any tax from which it is exempt.

ARTICLE VIII - INSURANCE

Contractor agrees to obtain, maintain and furnish to Fulton County, a Certificate of Insurance (COI) showing the required coverage during the entire term of this Agreement. All insurance limits are listed in the “Insurance and Risk Management Provisions” document, Attachment “A”, with Fulton County, Georgia added as an “Additional Insured”. The 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 IX – AMENDMENTS AND MODIFICATIONS TO CONTRACT

(a) This Agreement constitutes the entire agreement between Fulton County and Contractor, and there are no further written or oral agreements with respect thereto, no variations, amendments or modifications of this Agreement, and no waiver of its provisions, shall be valid unless in writing and signed by Fulton County’s and Contractor’s duly authorized representatives and entered into on the minutes of the Fulton County Board of Commissioners meeting.

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

ARTICLE X - SUBCONTRACTING

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

ARTICLE XI - ASSIGNABILITY

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

ARTICLE XII - SEVERABILITY OF TERMS

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

ARTICLE XIII – PRECEDENCE OF AGREEMENT

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

ARTICLE XIV - EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

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

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

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

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

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

ARTICLE XV - CAPTIONS

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

ARTICLE XVI - GOVERNING LAW

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

ARTICLE XVII - JURISDICTION

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

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

[SIGNATURES ON FOLLOWING PAGE]


Attachment A

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:

CONTRACTOR:

FULTON COUNTY, GEORGIA

DocuSigned by:

 14E1B4AA5F6A44A
 Robert L. Pitts, Chairman
 Fulton County Board of Commissioners

VENDOR NAME Gateway Performance Productions

DocuSigned by: Name of Signatory: **Michael E. Hickey**

 FCEE1208A404432...
 Michael E. Hickey, Treasurer
 Authorized Signature

Please select Attest OR Notary from the checkbox☒ Attest

Notary

ATTEST:

DocuSigned by:

 EEC476C4837648D...
 Tonya R. Grier
 Clerk to the Commission

(Affix County Seal)



ATTEST:

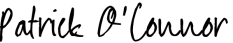
DocuSigned by: 2nd Signatory Name: **Thomas Spach**

 D9C88E324CCE421...
 Thomas Spach, Board Chair
 Second Authorized Signature

(Affix Corporate Seal)



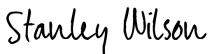
APPROVED AS TO FORM:

DocuSigned by:

 68048E0EDCEC451...
 Patrick O'Connor
 Office of the County Attorney

ATTEST:

Notary Public

APPROVED AS TO CONTENT:

DocuSigned by:

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

County: _____

Commission Expires: _____

(Affix Notary Seal)

Please select RCS or RM from the checkbox☒ RCS

RM

ITEM#: 2022-0442	RCS: 6/15/2022	ITEM#: _____	RM: _____
RECESS MEETING		REGULAR MEETING	

#22RFP051322C-MH
2022 Veterans Services Program

Purchasing Forms & Instructions

STATE OF GEORGIA

COUNTY OF FULTON

FORM F: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services¹ under a contract with [insert name of prime contractor] Gateway Performance Productions, Inc. on behalf of Fulton County Government has registered with and is participating in a federal work authorization program*,² in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

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

User ID: MHIC 4852 - Company ID: 510392
EEV/Basic Pilot Program* User Identification Number

Michael E. Hickey
BY: Authorized Officer of Agent
(Insert Contractor Name)

Company Manager
Title of Authorized Officer or Agent of Contractor

Michael E. Hickey
Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this 12 day of May, 2022

Notary Public: Bunny R Vrooman

County: Fulton

Commission Expires: JAN 13, 2023

BUNNY R VROOMAN
NOTARY PUBLIC
FULTON COUNTY, GEORGIA
MY COMMISSION EXPIRES JANUARY 13, 2023



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

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

#22RFP051322C-MH
2022 Veterans Services Program

Purchasing Forms & Instructions

STATE OF GEORGIA

COUNTY OF FULTON

FORM G: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services³ under a contract with [insert name of prime contractor] Gateway Performance Productions, Inc. behalf of Fulton County Government has registered with and is participating in a federal work authorization program*,⁴ in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

User ID:

MHIC 4852 - COMPANY ID: 510392

EEV/Basic Pilot Program* User Identification Number


BY: Authorized Officer of Agent
(Insert Subcontractor Name)

COMPANY MANAGER

Title of Authorized Officer or Agent of Subcontractor

MICHAEL E. HICKEY

Printed Name of Authorized Officer or Agent

BUNNY R. VROOMAN
NOTARY PUBLIC
FULTON COUNTY, GEORGIA
MY COMMISSION EXPIRES JANUARY 13, 2023

Sworn to and subscribed before me this 12 day of May, 2022Notary Public: 
BUNNY R. VROOMANCounty: FultonCommission Expires: JAN 13, 2023

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

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/24/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Gillman Insurance Problem Solvers 11175 Cicero Drive Building 200, Suite 575 Alpharetta GA 30022	CONTACT NAME: Jennifer Matheson PHONE (A/C, No, Ext): (678) 297-7977 FAX (A/C, No): (678) 297-9575 E-MAIL ADDRESS: jen@gillmanins.com														
INSURED Gateway Performance Productions, Inc. PO Box 8062 Atlanta GA 31106	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: United States Liability Insurance Comp</td> <td>25895</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: United States Liability Insurance Comp	25895	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: United States Liability Insurance Comp	25895														
INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES**CERTIFICATE NUMBER:** MSTR Liab USLI 8-15-22/23**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	X	Y	NPP1613262	8/15/2022	8/15/2023	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 2,000,000
	OTHER:						PRODUCTS - COMP/OP AGG \$ Included
							D&O and EPL \$ \$1,000,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE \$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
A	Specified Professions Professional Liability			SP 1577921	8/5/2022	8/5/2023	Each Claim/Aggregate \$1mil/\$3mil Retroactive Date 8/5/2022

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

ADDITIONAL INSURED ENTITIES: Fulton County Government for General Liability is included as additional insured per written contract on primary & noncontributory basis with waiver of subrogation

CERTIFICATE HOLDER**CANCELLATION**

Fulton County Government
 Purchasing Department
 130 Peachtree Str SW Ste 1168
 Atlanta, GA 30303

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

Ed Gillman/EI

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**UNITED STATES LIABILITY INSURANCE GROUP
WAYNE, PENNSYLVANIA**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Primary And Non-Contributory - Written Contract

Name of Person or Organization:

Effective Date: 08/15/2022

FULTON COUNTY GOVERNMENT
PURCHASING DEPARTMENT
130 PEACHTREE STREET, S.W., SUITE 1168
ATLANTA, GA 30303

(If no entry appears above, the information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement)

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph 4. OTHER INSURANCE, a. Primary Insurance is amended with the addition of the following:

The coverage afforded by this policy to the person(s) or organization(s) listed above is primary and non-contributory if:

1. This insurance is required to be primary and non-contributory under a written contract; and
2. The loss to be covered occurs on or after the effective date of the written contract; and
3. The loss to be covered resulted solely and exclusively from your ongoing acts or omissions or the ongoing acts or omissions of those acting on your behalf in performing "your work" under a written contract referred to above.
4. The person(s) or organization(s) is an additional insured under this policy.

However, the coverage provided by this endorsement does not apply to any coverage provided for an "auto" on a "non-owned auto", "hired auto", uninsured motorists coverage, underinsured motorists coverage, personal injury protection, property protection or similar no-fault coverage by whatever name called and/or an "auto" coverage of any type.

SECTION V - DEFINITIONS is hereby amended by the addition of the following:

"Hired auto" means any "auto" you lease, hire, rent or borrow. This does not include any "auto" you lease for a period of more than thirty (30) consecutive days nor does it include any "auto" you lease, hire, rent or borrow from any of your "employees", your partner or your "executive officers" or members of their household.

"Non-owned auto" means any "auto" you do not own, lease, hire, rent or borrow which is used in connection with your business. However, if you are a partnership, a "non-owned auto" does not include any "auto" owned by any partner.

All other terms and conditions of this policy remain unchanged. This endorsement is a part of your policy and takes effect on the effective date of your policy unless another effective date is shown.

POLICY NUMBER: **NPP1613262**

COMMERCIAL GENERAL LIABILITY

CG 24 04 05 09

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name of Person Or Organization:

Effective Date: 08/15/2022
FULTON COUNTY GOVERNMENT
PURCHASING DEPARTMENT
130 PEACHTREE STREET, S.W., SUITE 1168
ATLANTA, GA 30303

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

The following is added to Paragraph 8. **Transfer Of
Rights of Recovery Against Others To Us of
Section IV - Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

ADDITIONAL COVERAGES

Ref #	Description EMPLOYMENT PRATICES LIAB				Coverage Code *EPLI	Form No.	Edition Date
Limit 1 1,000,000	Limit 2	Limit 3	Deductible Amount 0	Deductible Type	Premium		

Ref #	Description Directors Officers Liab				Coverage Code DO	Form No.	Edition Date
Limit 1 1,000,000	Limit 2	Limit 3	Deductible Amount 0	Deductible Type	Premium		

Ref #	Description Data Breach Expense				Coverage Code	Form No.	Edition Date
Limit 1 50,000	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium		

Ref #	Description				Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium		

Ref #	Description				Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium		

Ref #	Description				Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium		

Ref #	Description				Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium		

Ref #	Description				Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium		

Ref #	Description				Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium		

Ref #	Description				Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium		

COMMENTS/REMARKS

The aforementioned entities are included as additional insureds for GENERAL LIABILITY when required in a written contract or agreement per form L744 NPP.

**INFORMATION PROVIDED ON A CERTIFICATE OF INSURANCE IS REGULATED BY THE GEORGIA DEPARTMENT OF INSURANCE. FOR INFORMATION REGARDING FURTHER REQUESTS FOR CHANGES TO THIS CERTIFICATE OF INSURANCE, PLEASE REFER TO THE FOLLOWING GEORGIA DEPARTMENT OF INSURANCE WEBSITE FOR GOVERNING RULES:

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

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

UNITED STATES LIABILITY INSURANCE GROUP
WAYNE, PENNSYLVANIA

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

BLANKET ADDITIONAL INSURED ENDORSEMENT

Section II Who Is An Insured is amended to include as an insured any person, entity or organization that is:

1. A franchisor under a franchise agreement with the Named Insured as franchisee relating to ☐ your work ☐ or
2. A licensor under a license agreement with the Named Insured as licensee relating to ☐ your work ☐ or
3. A co-owner with the Named Insured in premises used for ☐ your work ☐ or
4. A majority owner with a controlling interest in the Named Insured but only with respect to liability arising out of such owner's (i) financial or operational control of the Named Insured; or (ii) ownership, maintenance or use of premises leased or occupied by the Named Insured for purposes of ☐ your work ☐ or
5. A mortgagee, assignee or receiver of the Named Insured relating to ☐ your work ☐ or
6. A lessor, or an agent of a lessor, under a lease agreement with the Named Insured as lessee relating to ☐ your work ☐ or
7. A grantor of a permit to the Named Insured as permittee relating to ☐ your work ☐
However, if the grantor of a permit is a federal, state or local government or political subdivision, there is coverage under this endorsement only for liability arising from:
 - a. The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures; or
 - b. The construction, erection or removal of elevators; or
 - c. The ownership, maintenance or use of any elevators covered by this insurance; or
8. A lessor of equipment leased to the Named Insured relating to ☐ your work ☐; or
9. A contributor, benefactor, or supporter who provides financial assistance to the Named Insured in connection with ☐ your work ☐

but only to the extent the Named Insured is required to add such person, entity or organization as an additional insured to this policy under a written contract, written permit or written agreement relating to ☐ your work ☐

Such person, entity or organization is an insured only with respect to liability for ☐ bodily injury ☐ ☐ property damage ☐ or ☐ personal and advertising injury ☐ that is caused, in whole or in part by your acts or omissions or the acts or omissions of those acting on your behalf in connection with ☐ your work ☐ while such written contract, written permit or written agreement is in effect.

EXCLUSIONS

There is no coverage under this endorsement for loss or expense, including but not limited to the cost of defense for "bodily injury" "property damage" or "personal and advertising injury"

1. That occurs after all of "your work" including materials, parts or equipment furnished in connection with "your work" and performed under a written contract, written permit or written agreement has ended; or
When that portion of "your work" out of which the "bodily injury" "property damage" or "personal and advertising injury" arises and performed under a written contract, written permit or written agreement has been put to its intended use by any person(s) or organization(s);
whichever occurs first.
2. Arising directly or indirectly from construction or demolition operations of any kind performed by you.
3. Caused or alleged to be caused by the sole negligence of an additional insured under this endorsement.
4. Arising out of "your work" performed for a federal, state or local government or political subdivision under a written permit.
5. Included within the "products-completed operations hazard"

CONDITIONS

Coverage provided by this endorsement will be excess over any insurance available to any additional insured under this endorsement unless a written contract, written permit or written agreement specifically requires that coverage under this endorsement is primary.

All other terms and conditions of this policy remain unchanged. This endorsement is a part of your policy and takes effect on the effective date of your policy unless another effective date is shown.

From: [HSD Grants](#)
To: [mike hickey](#)
Subject: (Gateway Performance) RE: Insurance
Date: Wednesday, June 29, 2022 2:45:16 PM
Attachments: [image001.png](#)

Greetings Mr. Hickey,

Workers Comp is not mandatory for agencies that do not have more than three employees. Excerpts from your e-mail below may be uploaded in WebGrants submitted along with the certificate of insurance that your agency will be obtaining. This will allow a waiver to be given so that the contract may move forward for signature.

Thanks



Department of Community Development
Youth and Community Services Division
404-613-6759 (office) | 404-612-3503 (fax)
HSD.Grants@fultoncountyga.gov
Connect with Fulton County:
[Website](#) | [Facebook](#) | [Twitter](#) | [Instagram](#) | [FGTV](#) | [#OneFulton E-News](#)

From: mike hickey <mikegatewaypp@yahoo.com>
Sent: Wednesday, June 29, 2022 1:57 PM
To: HSD Grants <HSD.Grants@fultoncountyga.gov>
Subject: Insurance

Dear HSD

I was told during the webinar that there was someone I could speak to concerning insurance coverage. Please direct me to that person.

Specifically, we have no employees - so Workman's Comp etc... doesn't make sense for us.

Also, there is something called Professional Coverage that doesn't seem to apply.

Also, we own no vehicles. However, we are getting coverage for contract artists' personal vehicles while being used for the project.

Once I have spoken to someone and resolved these issues, I'll be able to finalize insurance coverage.

Thanks,

Mike Hickey

From: [Thomas, Carlos](#)
To: gatewaypp.masktheatre.org
Bcc: "Carlos S. Thomas"; "Henderson, Atif"
Subject: (Gateway Performance Productions) RE: Fulton County WebGrants-Notification of Application Negotiation
Date: Wednesday, August 3, 2022 11:00:00 AM
Attachments: [image001.png](#)

Hello Mr. Hickey,

Yes it can be waived. In addition, if needed you may reduce the coverage amounts if those stated are not applicable for the online services being provided. Some coverage is better than no coverage.

Thanks



Carlos S. Thomas, CPM®

Division Manager
Youth and Community Services Division | Department of Community Development
137 Peachtree Street, SW, Atlanta | Georgia 30303
404-612-0749 (office) | 404-612-1113 (efax)
Connect with Fulton County:
[Website](#) | [Facebook](#) | [Twitter](#) | [Instagram](#) | [FGTV](#) | [#OneFulton E-News](#)

From: gatewaypp.masktheatre.org <gatewaypp@masktheatre.org>
Sent: Tuesday, August 2, 2022 4:01 PM
To: fultoncountywebgrants@webgrantsmail.com; Thomas, Carlos <Carlos.Thomas@fultoncountyga.gov>
Subject: Re: Fulton County WebGrants-Notification of Application Negotiation

This Message Is From an External Sender

This message came from outside Fulton County Government. Use caution with links/attachments.

[Report Suspicious](#)

Mr. Thomas,

We at Gateway are still working with our insurance brokers to put a policy in place.

We are almost there.

In so far as this is a online project with any outreach being done in organized group settings, I'm writing to ask if the sexual abuse coverage requirement can be waived?

Thank you,

Mike Hickey

Gateway Performance Productions

From: fultoncountywebgrants@webgrantsmail.com <fultoncountywebgrants@webgrantsmail.com>
Sent: Monday, June 27, 2022 3:51 PM
To: gatewaypp.masktheatre.org <gatewaypp@masktheatre.org>
Subject: Fulton County WebGrants-Notification of Application Negotiation

**** Do Not Respond to This Email ****

Application ID Number: 20476

Program Title: Online and Outreach Creative Classes for Veterans

Dear Michael Hickey,

Please incorporate requested information via Fulton County WebGrants (<http://fulton.dullestech.net>).

To view a read-only version of your entire application select "Print" icon that will be located at the top of the page.

Click "**Mark as Complete**" following your review and modification of each applicable section. Once "Mark as Complete" has been selected for ALL sections, click the "**Submit**" icon.

If there are additional instructions/comments from staff, they will appear below:

Section released to provide updated insurance document once received from the Ins Broker. Please also note the following pertaining to "Worker's Comp"

Worker's Comp is not included in the previous Certificate of Insurance document submitted by your agency.

- **Worker's Comp is not mandatory for agencies that do not have more than three employees.**
- **If your agency is not required under state law to have Worker's Comp? insurance please include a cover note stating such when you submit your COI**
- **If your agency is required to have Worker's Comp insurance, please included it in the COI.**

If you have any questions or concerns, please contact the respective staff member for your agency's program.

Arts and Culture-Contracts for Services (CFS)

For Contracts for Services, please contact the Fulton County Arts and Culture Department staff:

via phone at 404-612-5780 or via e-mail at

Shantras.Lakes@fultoncountyga.gov

cfs@fultoncountyga.gov

Department of Community Development-Community Services Program (CSP)

For the Community Services Program please contact the Fulton County Youth and Community Services staff:

via phone at 404-613-7944 or via e-mail at

Doris.Edwards@fultoncountyga.gov

Tawanda.Everhart@fultoncountyga.gov

Myoshi.Primo@fultoncountyga.gov

Cherie.Williams@fultoncountyga.gov



**FULTON
COUNTY**

CONTRACT DOCUMENTS

FOR

REQUEST FOR PROPOSAL 22RFP051322C-MH

2022 VETERANS SERVICES PROGRAM

FOR

YOUTH AND COMMUNITY SERVICES DIVISION

OF

FULTON COUNTY, GEORGIA

CONTRACT AGREEMENT

THIS AGREEMENT (“Agreement”), entered into this **1st day of June 2022**, by and between **FULTON COUNTY**, Georgia (hereinafter referred to as “Fulton County” or “County”), a political subdivision of the State of Georgia, acting by and through its Community Development Department’s Youth and Community Services Division (“YCS”), and **Atlanta Educational Telecommunications Collaborative, Inc.** (hereinafter referred to as “Contractor”), a corporation organized as a nonprofit, tax exempt 501(c) (3) agency, authorized to conduct business within the state of Georgia (hereinafter collectively referred to as the “Parties”).

WITNESSETH

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

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

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

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

The Agreement was approved by the Fulton County Board of Commissioners on **June 15, 2022, BOC#22-0442**.

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

INDEX OF ARTICLES

- ARTICLE 1. PARTIES AND TERM**
- ARTICLE 1. SCOPE OF CONTRACTOR'S DUTIES**
- ARTICLE 2. COMPENSATION FOR SERVICES**
- ARTICLE 3. RECORD KEEPING**
- ARTICLE 4. INDEMNIFICATION**
- ARTICLE 5. TERMINATION OF AGREEMENT FOR CAUSE**
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- ARTICLE 8. AMENDMENTS AND MODIFICATIONS TO AGREEMENT**
- ARTICLE 9. SUBCONTRACTING**
- ARTICLE 10. ASSIGNABILITY**
- ARTICLE 11. SEVERABILITY OF TERMS**
- ARTICLE 12. PRECEDENCE OF AGREEMENT**
- ARTICLE 13. EQUAL EMPLOYMENT OPPORTUNITY**
- ARTICLE 14. CAPTIONS**
- ARTICLE 15. GOVERNING LAW**
- ARTICLE 16. JURISDICTION**

ARTICLE I - PARTIES AND TERM:

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

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

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

(d) This Agreement will remain in effect from **June 1, 2022**, until midnight **December 31, 2022**.

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

ARTICLE II - SCOPE OF CONTRACTOR'S DUTIES:

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

SCOPE OF WORK:

Veterans Services Program (VSP)

VSP Service Category: Health and Wellness

VSP Funding Priority(ies):

Health and Wellness: Health and Wellness Veterans Post Traumatic Stress Disorder|Health and Wellness Veterans Disability Benefits|Health and Wellness Veterans Long Term Care|Health and Wellness Veterans Family Members and Caregivers

Atlanta Educational Telecommunications Collaborative, Inc., WABE Passport for Fulton County Veterans will provide services at the following locations at specified times during the contract period of **06/01/2022** through **12/31/2022**:

Service Delivery Site(s):

Name of Program Site:	Program Location (complete physical address):	Program City	Program State	Program Zip code	Fulton County District of the program (Facility) location:	District(s) of Fulton County Residents Served by the program (facility) location:
Any home, care facility, or other location where veterans might access this programming online.	NA				NA	1, 2, 3, 4, 5, 6

Approach and Design:

Atlanta Educational Telecommunications Collaborative, Inc., WABE Passport for Fulton County Veterans will provide services to **700** clients that reside in Fulton County, with VSP funding.

Atlanta Educational Telecommunications Collaborative, Inc., WABE Passport for Fulton County Veterans will provide the following activities and services in Fulton County with VSP funding:

WABE Passport for Fulton County Veterans will provide veterans with a one-year membership with WABE, including access to the Passport streaming service. WABE will promote the program heavily, focusing especially on veterans organizations, but it will require veterans themselves to sign up and utilize the service.

To deliver this program to Fulton County veterans, WABE will actively seek veterans to sign up for membership either online or by calling our membership services team. WABE will create a landing page with a custom URL (WABEveterans.org or similar) for individuals who respond to this promotion, where they can learn more and sign up as a WABE member and access a free year of Passport. We will provide recognition of Fulton County's support on this landing page. In the sign-up process, veterans will be asked to provide basic contact information (name, address, email), branch and dates of military service, and a limited amount of demographic information (age, gender, race/ethnicity).

WABE already serves more than 42,000 members and can be prepared to deliver this program for veterans upon notification of funding. We will aim to have at least 500 veterans registered by September 30 and will register the remaining 200 by October 31.

Once veterans are signed up for WABE membership, they will be encouraged to set up Passport on their own device(s) – a television, computer, tablet, or phone. They will receive weekly emails from WABE with general Passport recommendations, as well as monthly emails (from August-December 2022) specifically to veterans, highlighting programs of special interest, and sharing links to additional resources on featured programs.

If funded, WABE will work with partners throughout Fulton County to share information about this program, beginning in July 2022:

Atlanta VA Medical Center
Fulton County Veterans Empowerment Commission
Johns Creek Veterans Association
Local VFW and American Legion chapters
North Fulton and South Fulton VA Clinics
Sons of Atlanta
VA Atlanta Regional Office
Veterans of Virtue
Vietnam Veterans of America
Other veteran-focused organizations

In addition, we will promote the program through the Fulton County Library System, a well-established partner of WABE, and promote it via on-air promos on our radio and television stations, digital ads, and in our own e-newsletters and social media.

To support this outreach, WABE will create and share wording and graphics that can be inserted into existing communications and/or amplified on social media by these organizations.

WABE Passport for Fulton County Veterans addresses two of the four VSP Health and Human Services Strategic Objectives:

Help residents realize their educational potential through our community services and library programs. Support vulnerable residents in our social services.

WABE Passport for Fulton County Veterans addresses four of the VSP Health and Wellness Priorities:

Veterans Post Traumatic Stress Disorder. As explained and documented in Questions 10 and 11, programming on Passport may contextualize the experiences of military service, provide veterans a sense of validation or connection, offer veterans and their families an opportunity to embrace and celebrate their military experience in a positive way, or help to bridge the divide between veterans and civilians. In addition, Passport content – especially arts and humanities based programs – can bring comfort, meaning, knowledge, or inspiration to veterans and their families. In all these ways, this program would improve the health and well-being of veterans and their families.

Veterans Disability Benefits. Passport can improve the quality of life for disabled veterans as described in Priority 1.

Veterans Long-Term Care. Passport can be a support for veterans in long-term care facilities, and those receiving care at home. It is accessible from home, care facilities, treatment centers, or other locations.

Veterans Family Members/Caregivers. Passport is available to all members of veterans' households, and can be a valuable resource and support for caregivers.

WABE will offer at least one in-person or virtual discussion for veterans, targeted for November (near Veterans' Day) centered around a specific program or series on Passport.

Designation of VSP Funds:

Based on the awarded amount of **\$50,000.00**, the VSP funds are designated according to the following cost categories: Administrative, Operational, and Direct Services.

- ***Administrative Expenses-*** VSP Funds that are spent on Executive/Management Staff and Administrative Support Staff salaries, salary fringe and benefits ONLY. (Note: Not more than 5% of grant award can be used for administrative costs. Includes direct and indirect charges for administration of the grant)
- ***Operational Expenditures-*** VSP funds used to conduct agency/ organizational functions that are secondary to program service delivery such as: office/warehouse lease or mortgage expenses, office supplies (pens, toner, paper, etc.), agency's utility expenses, staff transportation expenses, marketing/catalogues, etc.
- ***Direct Service Expenditures-*** VSP funds utilized to provide services directly to agency/program participants such as payments made on behalf of participants for rent, utilities, food, shelter, transportation (rentals, gas, and parking, bus drivers, participant's public transportation costs, etc.) , scholarships and day care vouchers, salaries and fringe benefits for direct service personnel (Case Managers, Educators, Subcontractors, etc.), program supplies (educational/instructional materials, paper, pencils, markers, etc.) directly consumed by participants. Program materials that may be pertinent to the scope of services of a funded program and that aid in contractor meeting contracted program outcomes are included in this definition (i.e. children's story books, educational games, puzzles, and flash cards).

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

Cost Category	Designation of VSP Funding Award	Detailed Explanation of how the Funding Award will be Expended
Administrative (5% Admin max of funds awarded.)	\$2,500.00	Administration of Passport sign-ups
Operational	\$5,500.00	Marketing and community engagement, measurement and evaluation
Direct Services	\$42,000.00	700 Passport accounts
Totals	\$50,000.00	

Additional Explanation of Funding Details:

The majority of these funds (\$42,000) will provide free WABE Passport access to 1,000 Fulton County veterans, allowing WABE to waive the typical \$60 minimum annual donation. This grant will support our organization's programming costs, which are a significant part of our \$15 million operating budget, second only to staff salaries. In FY23, our total television and radio programming costs will exceed \$3.1 million, with \$1.3 million for PBS programming alone.

The \$5,500 in operational funds will support WABE's marketing and community engagement efforts with Fulton County veterans, which will include widely promoting this special opportunity and establishing regular communication with those who sign up. Via a targeted e-newsletter to veterans who sign up for

Passport, we will share programming guides and recommendations tailored to this audience, links to educational resources and discussion guides that accompany many PBS programs, invitations to virtual engagement events around upcoming PBS premieres, and links to video of past virtual events. These funds will cover staffing costs (senior marketing coordinator, senior community engagement manager, digital brand manager), paid media, printing costs for marketing and community engagement, and a contract position to conduct measurement and evaluation (detailed in question 16).

Finally, \$2,500 of the grant will fund a contract position to handle the administration and activation of 1,000 new Passport accounts and field customer service inquiries from new users.

Program Performance Measures:

Atlanta Educational Telecommunications Collaborative, Inc. agrees to track and report program performance to the Fulton County Department of Community Development.

County Defined Performance Measure(s):

Health and Wellness: Health and Wellness Number of individuals who report or demonstrate improved health related outcomes or other quality of life measures

The following program measures/ Key Performance Indicators (“KPI’s”) will be utilized to track and report program outcomes for the Fulton County residents supported with VSP funding, during the funding period (June 1, 2022-December 31, 2022):

As described in Question 12, WABE will gather basic contact and demographic information about veterans upon registration for the program, beginning in July. We will work with a public health program evaluation professional or a graduate student in Emory University’s Rollins School of Public Health to design a survey and track and report on outcomes. The county-defined performance measure that will be the focus of our evaluation will be the number of veterans who report improved health-related outcomes or other “quality of life” measures. Such a survey will be conducted in November and December so results may be reported in our January 13, 2023 Performance Report. Through the Passport system, WABE is able to track usage, including programs viewed, and length and frequency of viewing. We will overlay this data, along with demographic information gathered in the registration process, with the survey results. This will provide an in-depth and revealing report on how usage patterns and factors such as age, gender, or race/ethnicity impact improved health-related outcomes or other “quality of life” measures.

Milestones for the program are as follows:

July 1 – begin promotion and registration of participants; begin promotion of Passport content to those who register.

July/August – identify/recruit public health program evaluator; continue promotion of Passport content.

September 30 – reach at least 500 registrations.

September/October – design survey; plan and promote November event; continue promotion of Passport content.

October 31 – reach 700 registrations.

November 15 – send survey to veterans who have registered by September 30. These participants will have utilized Passport for at least six weeks, and some as long as 19 weeks.

November/December – conduct 1:1 interviews with participants to gather feedback (if evaluator sees this as necessary).

December 5 – January 6 – analyze survey responses.

January 12-13, 2023 – submit Performance Report to Fulton County.

Note: Passport access will continue for one full year from the date of registration.

Agency Defined Performance Measure(s):


In addition to the performance measures above, WABE will track and report on the number of registrations, Passport usage, open rates and click-through rates for emails sent to participating veterans, event attendance, and event survey responses.

ADDITIONAL REQUIREMENTS

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

1. Contractor agrees to develop, in conjunction with Fulton County, a process of accepting and serving Fulton County residents referred by the Youth and Community Services Division of Fulton County Government.
2. Contractor agrees to allow staff from the Fulton County Department of Community Development to conduct contract compliance site visits as necessary (announced or unannounced).
3. During the site visit, Contractor will be required to allow staff to monitor programming, as well as review client rosters / sign-in sheets and/ or Registration information that should include complete addresses of Fulton County residents served by this funding.
4. Contractor agrees to comply with the Operational Specifications outlined in the 2022 Veterans Services Program RFP 22RFP051322C-MH
5. Contractor agrees that advertising, promotions and other publicity in connection with the supported program(s) shall include the following acknowledgement: **“Funding provided in part by the Fulton County Board of Commissioners under the guidance of the Department of Community Development.”**

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

County Logo  .

Reporting

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

6. Contractor will be required to submit a completed performance report (with deadline of January 13, 2023) to adhere to the requirements outlined in the Performance Report Instructions, as well as the format provided by the Fulton County Department of Community Development. Future funding will be affected if performance reports are not submitted by stipulated due dates.
7. Contractor will be required to provide demographic information concerning the Fulton County residents served, including, but not limited to age, race/ethnicity and gender.
8. Contractor will be required to report the number of UNDUPLICATED/NEW participants directly served through the Veterans Services Program funding. **Please note:** Failure to serve the total number of participants contracted to be served with VSP funding may result in reimbursement of VSP funding to Fulton County. Failure to reimburse the funding requested will result in the ineligibility to receive future funding.
9. Contractor will be required to submit unduplicated client rosters in a spreadsheet format that includes the complete residential addresses of the Fulton County residents served with VSP funding, and LEDGERS demonstrating how Veterans Services Program funds were expended for the specified reporting period.

Expenditure of Funds

10. Contractor is prohibited from utilizing VSP funds for capital expenditures. (A “capital expenditure” is defined as: any resource not completely consumed during the contract year, i.e. computers, printers, construction, vehicles, cell phones, etc.) Program materials that may be pertinent to the scope of services of a funded program and that aid in contractor meeting contracted program outcomes are excluded from the definition of “capital expenditure” (e.g., children's story books, educational materials, games, puzzles, and flash cards).
11. Veterans Services Program funds must be expended by December 31, 2022. All funds that are not spent by this date must be reimbursed to Fulton County Government within 30 days of written request. A Contractor’s failure to adhere to this requirement will result in one or more of the following: inability to receive future funding from Fulton County, and/or legal action against the agency to recoup funding that are not reimbursed by the deadline.

ARTICLE III - COMPENSATION FOR SERVICES

(a) Fulton County agrees to pay Contractor a maximum sum of **\$50,000.00**.

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

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

(d) The Contractor agrees and understands that all expenditures must be consistent with the scope and purpose of this Agreement, and expenditures must be consistent with the guidelines and definitions established in the **Veterans Services Program Request for Proposal ("RFP")**

22RFP051322C-MH, which is hereby incorporated by reference herein and made a part of this agreement. The County reserves the right to approve and reject payment for expenditures which are not consistent with the scope and purpose of this Agreement, and which the County determines are not consistent with the guidelines and definitions established in the Veterans Services Program RFP.

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

ARTICLE IV - RECORD KEEPING

(a) Contractor shall maintain accurate records of the expenditure and disposition of funds, and such records must be in accordance with good accounting practices, and made available for inspection and audit by Fulton County at a time mutually agreeable to parties and upon thirty (30) days' notice to contractor.

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

(c) A performance report, with supportive documentation consistent with provisions of the Agreement outlined in Article II, must be provided to Fulton County no later than **January 13, 2023, for the period June 1, 2022-December 31, 2022.**

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

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

**Youth and Community Services Division
Veterans Services Program
c/o: Grants Administration
hsd.grants@fultoncountyga.gov
137 Peachtree Street, SW
Atlanta, Georgia 30303**

To Contractor:

**Atlanta Educational Telecommunications Collaborative, Inc.
740 Bismark Rd. NE
Atlanta, Georgia 30324**

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

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

ARTICLE V - INDEMNIFICATION

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

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

(a) This Agreement is effective on **June 1, 2022**, and shall terminate on **December 31, 2022**, unless earlier terminated in accordance with the provisions of this Agreement. Notwithstanding termination of the Agreement, Contractor is obligated to fulfill all of its obligations, including its reporting requirements.

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

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

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

(e) In the event that this agreement is terminated by Fulton County or Contractor, following the Fulton County’s determination that Contractor is not or has not been in substantial compliance with any provision of this agreement, Contractor agrees that Fulton County shall have the right to terminate this Agreement between Fulton County and Contractor without penalty. Contractor acknowledges and agrees

that Fulton County's right to terminate includes, but is not limited to, the right to withhold any and all future compensation due to Contractor pursuant to the terms of any and all other agreements between Fulton County and Contractor.

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

ARTICLE VII - INDEPENDENT CONTRACTOR STATUS

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

(b) Contractor acknowledges that **Atlanta Educational Telecommunications Collaborative, Inc.**, its directors, officers, employees, agents and assigns shall have no right of redress pursuant to the Personnel Rules and Regulations of Fulton County.

(c) The Contractor shall pay all sales, retail, occupational, service, excise, old age benefit and unemployment compensation taxes, consumer, use and other similar taxes, as well as any other taxes or duties on the materials, equipment, and labor for the work provided by the Contractor which are legally enacted by any municipal, county, state or federal authority, department or agency at the time bids are received, whether or not yet effective. The Contractor shall maintain records pertaining to such taxes as well as payment thereof and shall make the same available to Fulton County at all reasonable times for inspection and copying. The Contractor shall apply for any and all tax exemptions which may be applicable and shall timely request from Fulton County such documents and information as may be necessary to obtain

such tax exemptions. Fulton County shall have no liability to the Contractor for payment of any tax from which it is exempt.

ARTICLE VIII - INSURANCE

Contractor agrees to obtain, maintain and furnish to Fulton County, a Certificate of Insurance (COI) showing the required coverage during the entire term of this Agreement. All insurance limits are listed in the “Insurance and Risk Management Provisions” document, Attachment “A”, with Fulton County, Georgia added as an “Additional Insured”. The 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 IX – AMENDMENTS AND MODIFICATIONS TO CONTRACT

(a) This Agreement constitutes the entire agreement between Fulton County and Contractor, and there are no further written or oral agreements with respect thereto, no variations, amendments or modifications of this Agreement, and no waiver of its provisions, shall be valid unless in writing and signed by Fulton County’s and Contractor’s duly authorized representatives and entered into on the minutes of the Fulton County Board of Commissioners meeting.

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

ARTICLE X - SUBCONTRACTING

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

ARTICLE XI - ASSIGNABILITY

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

ARTICLE XII - SEVERABILITY OF TERMS

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

ARTICLE XIII – PRECEDENCE OF AGREEMENT

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

ARTICLE XIV - EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

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

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

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

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

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

ARTICLE XV - CAPTIONS

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

ARTICLE XVI - GOVERNING LAW

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

ARTICLE XVII - JURISDICTION

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

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


[SIGNATURES ON FOLLOWING PAGE]

Attachment A

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

OWNER:

FULTON COUNTY, GEORGIA

DocuSigned by:

 14F1B4AA5F6A44A...
 Robert L. Pitts, Chairman
 Fulton County Board of Commissioners

ATTEST:

DocuSigned by:

 EEC476C4837648D...
 Tonya R. Grier
 Clerk to the Commission

(Affix County Seal)

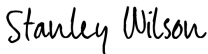


APPROVED AS TO FORM:

DocuSigned by:

 68048E0EDCEC451...
 Office of the County Attorney

APPROVED AS TO CONTENT:


DocuSigned by:

 5F4D76DFB4A0450...
 Stanley Wilson, Director
 Fulton County Department of
 Community Development

Please select RCS or RM from the checkbox

☒ **RCS**

CONTRACTOR:

Atlanta Educational
VENDOR NAME Telecommunications Collaborative, Inc.


DocuSigned by: Name of Signatory: **Jennifer Dorian**

 57BAAA50E528443...
 Authorized Signature

Please select Attest OR Notary from the checkbox

☒ **Attest**

☐ **Notary**

ATTEST:

DocuSigned by: 2nd Signatory Name: **Scott Woelfel**

 B8DDE076DE6C4E1...
 Second Authorized Signature

DocuSigned by: Second Authorized Signature

(Affix Corporate Seal)



ATTEST:

Notary Public

County: _____

Commission Expires: _____

(Affix Notary Seal)

ITEM#: 2022-0442	RCS: 6/15/2022	ITEM#: _____	RM: _____
RECESS MEETING		REGULAR MEETING	

#22RFP051322C-MH
2022 Veterans Services Program

Purchasing Forms & Instructions

STATE OF GEORGIA

COUNTY OF FULTON

FORM F: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT AND AGREEMENT

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

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

501957
EEV/Basic Pilot Program* User Identification Number

Atlanta Educational Telecommunications Collaborative, Inc.
BY: Authorized Officer of Agent

Chief Executive Officer
Title of Authorized Officer or Agent of Contractor

Jennifer Doran
Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this 12 day of May, 2022

Notary Public: [Signature]

County: Fulton

Commission Expires: January 1st, 2024



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

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

#22RFP051322C-MH
2022 Veterans Services Program

Purchasing Forms & Instructions

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

Instructions:

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/23/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Relation Insurance, Inc. 5825 Medlock Bridge Parkway Johns Creek GA 30022	CONTACT NAME: Kim Langley PHONE (A/C, No, Ext): (678) 740-0241 FAX (A/C, No): (678) 740-0241 E-MAIL ADDRESS: kim.langley@relationinsurance.com <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: Vigilant Insurance Company</td> <td>20397</td> </tr> <tr> <td>INSURER B: Federal Insurance Company</td> <td>20281</td> </tr> <tr> <td>INSURER C: Axis Insurance Company</td> <td>37273</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Vigilant Insurance Company	20397	INSURER B: Federal Insurance Company	20281	INSURER C: Axis Insurance Company	37273	INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
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INSURER C: Axis Insurance Company	37273														
INSURER D:															
INSURER E:															
INSURER F:															
INSURED Atlanta Educational Telecommunications Collaborative, Inc. dba Public Broadcasting Atlanta 740 Bismark Road Atlanta GA 30324															

COVERAGES**CERTIFICATE NUMBER:** 2021-2022 COI**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	Y		3581-45-94	07/01/2021	07/01/2022	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
							MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 2,000,000
	OTHER:						PRODUCTS - COMP/OP AGG \$ excluded
B	AUTOMOBILE LIABILITY			7353-29-69	07/01/2021	07/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/>						PROPERTY DAMAGE (Per accident) \$
							\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB			7984-58-35	07/01/2021	07/01/2022	EACH OCCURRENCE \$ 5,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB						AGGREGATE \$ 5,000,000
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE						\$
	DED RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y / N	N / A				PER STATUTE OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
C	Media Professional Liability			P-001-000138815-03	07/01/2021	07/01/2022	Total Each Loss: \$1,000,000 Total Policy Limit: \$3,000,000 Retention: \$25,000

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

RE: 2022 Veterans Services Program Grant Award

Those usual to the Insured's Operations. Certificate holder is included as an additional insured under the general liability as required by written contract per form 80-02-2367 attached.

CERTIFICATE HOLDER**CANCELLATION**

Fulton County Government 141 Pryor Street, SW Atlanta GA 30303-3408	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p> <p style="text-align: center;"><i>Kim Langley</i></p>
---	--

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/23/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

Aon Risk Services, Inc of Florida
1001 Brickell Bay Drive, Suite #1100
Miami, FL 33131-4937

CONTACT

NAME: Aon Risk Services, Inc of Florida

PHONE
(A/C, No, Ext): 800-743-8130FAX
(A/C, No): 800-522-7514EMAIL
ADDRESS: ADP.COI.Center@Aon.com**INSURER(S) AFFORDING COVERAGE****NAIC #****INSURER A :** New Hampshire Ins Co

23841

INSURER B :**INSURER C :****INSURER D :****INSURER E :****INSURER F :****INSURED**

ADP TotalSource I, Inc.
10200 Sunset Drive
Miami, FL 33173
ALTERNATE EMPLOYER
Atlanta Educational Telecommunications Collaborative Inc DBA Public Broadcasting Atlanta
740 Bismark Rd. NE,
Atlanta, GA 30324

COVERAGES**CERTIFICATE NUMBER:** 3320817**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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEC <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC 038361534 GA	07/01/2021	07/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000

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

All worksite employees working for ATLANTA EDUCUCATIONAL TELECOMMUNICATIONS COLLABORATIVE INC DBA PUBLIC BROADCASTING ATLANTA, paid under ADP TOTALSOURCE, INC.'s payroll, are covered under the above stated policy. ATLANTA EDUCUCATIONAL TELECOMMUNICATIONS COLLABORATIVE INC DBA PUBLIC BROADCASTING ATLANTA is an alternate employer under this policy.

CERTIFICATE HOLDER

Atlanta Educational Telecommunications Collaborative Inc DBA Public Broadcasting Atlanta
740 Bismark Rd. NE
Atlanta, GA 30324

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Services, Inc of Florida

CHUBB®**Liability Insurance****Endorsement**

Policy Period JULY 1, 2021 TO JULY 1, 2022

Effective Date JULY 1, 2021

Policy Number 3581-45-94 ECE

Insured ATLANTA EDUCATIONAL TELECOMMUNICATION
COLLABORATIVE INC.

Name of Company VIGILANT INSURANCE COMPANY

Date Issued JUNE 23, 2022

This Endorsement applies to the following forms:

GENERAL LIABILITY

Under Who Is An Insured, the following provision is added.

Who Is An Insured**Additional Insured -
Scheduled Person
Or Organization**

Persons or organizations shown in the Schedule are **insureds**; but they are **insureds** only if you are obligated pursuant to a contract or agreement to provide them with such insurance as is afforded by this policy.

However, the person or organization is an **insured** only:

- if and then only to the extent the person or organization is described in the Schedule;
- to the extent such contract or agreement requires the person or organization to be afforded status as an **insured**;
- for activities that did not occur, in whole or in part, before the execution of the contract or agreement; and
- with respect to damages, loss, cost or expense for injury or damage to which this insurance applies.

No person or organization is an **insured** under this provision:

- that is more specifically identified under any other provision of the Who Is An Insured section (regardless of any limitation applicable thereto).
- with respect to any assumption of liability (of another person or organization) by them in a contract or agreement. This limitation does not apply to the liability for damages, loss, cost or expense for injury or damage, to which this insurance applies, that the person or organization would have in the absence of such contract or agreement.



Liability Endorsement
(continued)

Under Conditions, the following provision is added to the condition titled Other Insurance.

Conditions

**Other Insurance –
Primary, Noncontributory
Insurance – Scheduled
Person Or Organization**

If you are obligated, pursuant to a contract or agreement, to provide the person or organization shown in the Schedule with primary insurance such as is afforded by this policy, then in such case this insurance is primary and we will not seek contribution from insurance available to such person or organization.

Schedule

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

All other terms and conditions remain unchanged.

Authorized Representative



**FULTON
COUNTY**

CONTRACT DOCUMENTS

FOR

REQUEST FOR PROPOSAL 22RFP051322C-MH

2022 VETERANS SERVICES PROGRAM

FOR

YOUTH AND COMMUNITY SERVICES DIVISION

OF

FULTON COUNTY, GEORGIA

CONTRACT AGREEMENT

THIS AGREEMENT (“Agreement”), entered into this **1st day of June 2022**, by and between **FULTON COUNTY**, Georgia (hereinafter referred to as “Fulton County” or “County”), a political subdivision of the State of Georgia, acting by and through its Community Development Department’s Youth and Community Services Division (“YCS”), and **Pianos For Peace** (hereinafter referred to as “Contractor”), a corporation organized as a nonprofit, tax exempt 501(c) (3) agency, authorized to conduct business within the state of Georgia (hereinafter collectively referred to as the “Parties”).

WITNESSETH

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

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

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

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

The Agreement was approved by the Fulton County Board of Commissioners on **June 15, 2022, BOC#22-0442**.

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

INDEX OF ARTICLES

ARTICLE 1.	<u>PARTIES AND TERM</u>
ARTICLE 1.	<u>SCOPE OF CONTRACTOR'S DUTIES</u>
ARTICLE 2.	<u>COMPENSATION FOR SERVICES</u>
ARTICLE 3.	<u>RECORD KEEPING</u>
ARTICLE 4.	<u>INDEMNIFICATION</u>
ARTICLE 5.	<u>TERMINATION OF AGREEMENT FOR CAUSE</u>
ARTICLE 6.	<u>INDEPENDENT CONTRACTOR STATUS</u>
ARTICLE 7.	<u>INSURANCE</u>
ARTICLE 8.	<u>AMENDMENTS AND MODIFICATIONS TO AGREEMENT</u>
ARTICLE 9.	<u>SUBCONTRACTING</u>
ARTICLE 10.	<u>ASSIGNABILITY</u>
ARTICLE 11.	<u>SEVERABILITY OF TERMS</u>
ARTICLE 12.	<u>PRECEDENCE OF AGREEMENT</u>
ARTICLE 13.	<u>EQUAL EMPLOYMENT OPPORTUNITY</u>
ARTICLE 14.	<u>CAPTIONS</u>
ARTICLE 15.	<u>GOVERNING LAW</u>
ARTICLE 16.	<u>JURISDICTION</u>

ARTICLE I - PARTIES AND TERM:

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

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

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

(d) This Agreement will remain in effect from **June 1, 2022**, until midnight **December 31, 2022**.

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

ARTICLE II - SCOPE OF CONTRACTOR'S DUTIES:

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

SCOPE OF WORK:

Veterans Services Program (VSP)

VSP Service Category: Health and Wellness

VSP Funding Priority(ies):

Health and Wellness: Health and Wellness Veterans Post Traumatic Stress Disorder|Health and Wellness Veterans Disability Benefits|Health and Wellness Veterans Long Term Care

Pianos For Peace, Pianos for Peace Healing Arts and Peace Festival will provide services at the following locations at specified times during the contract period of **06/01/2022** through **12/31/2022**:

Service Delivery Site(s):

Name of Program Site:	Program Location (complete physical address):	Program City	Program State	Program Zip code	Fulton County District of the program (Facility) location:	District(s) of Fulton County Residents Served by the program (facility) location:
Pianos for Peace Healing Arts	Virtual Program	Atlanta	GA	30309	3	1, 2, 3, 4, 5, 6
Branan Towers	1200 Glenwood Ave SE	Atlanta	GA	30316	5	4, 5, 6
Adamsville Recreation Center	3201 M.L.K. Jr Dr SW	Atlanta	GA	30331	5	5, 6
Hamilton E. Holmes MARTA Station	70 Hamilton E Holmes Dr NW	Atlanta	GA	30311	4	4, 5, 6
College Park MARTA Station	3800 Main St	College Pak	GA	30337	6	3, 4, 5, 6
Doraville MARTA Station	6000 New Peachtree Rd	Doraville	GA	30340	3	1, 2, 3, 4, 5, 6
Five Points MARTA Station	30 Alabama St SW	Atlanta	GA	30303	4	1, 2, 3, 4, 5, 6
Sandy Springs MARTA Station	7010 Peachtree Dunwoody Rd	Sandy Springs	GA	30328	3	1, 2, 3
The King Center	449 Auburn Ave NE	Atlanta	GA	30312	5	1, 2, 3, 4, 5, 6
National Center for Civil and Human Rights	100 Ivan Allen Jr Blvd NW	Atlanta	GA	30313	4	1, 2, 3, 4, 5, 6
Fulton County Government Building	141 Pryor St. SW Atlanta, GA 30303	Atlanta	GA	30303	4	1, 2, 3, 4, 5, 6
Atlanta BeltLine	672-600 Virginia Ave NE	Atlanta	GA	30306	3	1, 2, 3, 4, 5, 6
Preserve Black Atlanta / Washington Park	1020 Lena Street, NW	Atlanta	GA	30314	4	3, 4, 5, 6
Fulton County Accountability Courts - VETS	1135-A Jefferson Street, N.W	Atlanta	GA	30318	5	1, 2, 3, 4, 5, 6

Approach and Design:

Pianos For Peace, Pianos for Peace Healing Arts and Peace Festival will provide services to **1500** clients that reside in Fulton County, with VSP funding.

Pianos For Peace, Pianos for Peace Healing Arts and Peace Festival will provide the following activities and services in Fulton County with VSP funding:

P4P leverages the power of art, music, and culture to advance its DEI programming by connecting people and communities to cultural and social justice movements. Its art education, therapy programs, and community engagement are purposefully designed to allow people to enjoy and create art and music, including veterans who experience marginalization, disenfranchisement, discrimination, or oppression.

Peace Festival

P4P's annual Peace Festival is one of Atlanta's most prominent public art displays. For three weeks every fall, we bring beautifully painted pianos to public parks and high traffic areas throughout metro Atlanta for anyone to play and everyone to enjoy, including Atlanta's veteran population. P4P has impacted more than 1.2 million Atlantans and visitors through the Peace Festival and arts programming. Today, P4P maintains five permanent piano installations across Atlanta for community members, including veterans, their families, and caregivers, to enjoy.

This year, the Peace Festival will run from September 1 through the 21st, with more than 200 designated public piano locations for people to enjoy, including veterans, their families, and caregivers. Notable location sites include:

- MARTA stations
- Hartsfield-Jackson International Airport
- Atlanta Beltline
- The King Center
- National Center for Civil and Human Rights
- Fulton County Government Building Art Gallery
- Fulton County Accountability Courts
- Veterans Empowerment Organization
- African American Philharmonic Orchestra
- Preserve Black Atlanta – Washington Park

In addition, P4P will hire veteran artist Darryl Peek to recruit and commission local veteran artists to design and paint four pianos for the annual Peace Festival. P4P will donate these pianos to The African American Philharmonic Orchestra (AAPO), Veterans Empowerment Organization (VEO), Preserve Black Atlanta, and the Fulton County Accountability Courts once the festival ends. P4P will donate the remaining painted pianos to local schools, nursing homes, healthcare facilities, and community centers to be used in P4P's art therapy and education programming.

Healing Arts Program

Beginning in June 2022, P4P will engage a minimum of 35 local artists and musicians in our Healing Arts Program through virtual visits and bedside performances to at least ten nursing homes, treatment facilities, and community centers, including:

- Pianos for Peace Virtual Arts Healing Program
- Branan Towers
- Adamsville Recreation Center
- United Military Care

Our dynamic Healing Arts Program facilitates peace and well-being, enhances society, celebrates cultures, and brings healing to under-served communities and organizations in need. P4P volunteer and Founder of Music from the Heart Justin Clay will oversee our concerts, workshops, and bedside performances. A joint venue with P4P, the Fulton County Government Building, and AAPO will culminate in a special musical event honoring veterans.

Funding Priorities

P4P has identified three areas that align with Fulton County's funding priorities, including veterans with post-traumatic stress disorder, disabilities, and those in long-term care.

P4P's Healing Arts Program serves the veteran community and uplifts lives through meaningful healing arts programs, bedside performances, and music therapy workshops. We engage local volunteer artists—including veteran artists—to share their time and talents with disabled and aging veterans in nursing homes, special care centers, and hospital treatment centers. The Healing Arts Program also targets veterans with PTSD and other co-occurring mental conditions such as depression, anxiety, and suicide ideation.

Strategic Program Objectives

Through its programming and services, P4P also aligns with the county's strategic priority areas program objectives, including:

1) Health and Human Services: through art therapy, we help veterans process their emotions and adopt healthier behaviors while improving their quality of life and living environment via art and music exposure. P4P provides veterans—one of the most vulnerable populations—care, empathy, social connections, and support through its Peace Festival and Healing Arts Program. The project will also increase health equity and resiliency and help mitigate physical and mental health issues. We provide homeless individuals and veterans equal opportunities to engage in art and music expression and appreciation via our annual Peace Festival.

2) Arts and Libraries: By providing opportunities to participate in high-quality art and music events and educational programming, we increase citizen and visitor engagement, including veterans, while spreading awareness about the benefits and importance of art, music, and culture. Each year, P4P establishes new partnerships throughout the community to foster social connections, artistic expression, and appreciation.

Collaboration

P4P is a catalyst for innovative, diverse, and thought-provoking artistic expression, inspiring the metro-Atlanta community to engage and connect in profound and meaningful ways. By promoting vibrant cooperative partnerships that represent diverse cultures, people of all ages and backgrounds have the opportunity to engage in artistic expression and enjoy the myriad of benefits that art can generate.

P4P collaborates with over 25 partner organizations, including Fulton County Arts and Culture, Georgia Council of the Arts, City of Atlanta Office of Cultural Affairs, Atlanta Beltline, Center for Civil and Human Rights, the Atlanta Police Department, United Military Care, and Atlanta Fulton Public Library. We cooperate with the Fulton County Government Building and MARTA transit system, community organizations, nursing homes, community care centers, the local VA Medical Center, hospitals, and treatment centers to ensure that veterans have access to art and music experiences.

Since its inception, P4P has partnered with more than 34 nonprofit organizations, engaged more than 475 artists in community volunteer programs, and donated over 200 pianos to local community-based organizations in metro Atlanta. P4P has served close to 4,500 veterans, patients, and senior citizens through its Healing Arts Program.

For this project, P4P will be partnering with AAPO, VEO, and Alchemy Sky Foundation (ASF) to present a special musical concert honoring veterans. ASF relies on a robust network of mental health professionals, skilled volunteers, diverse partners, and Atlanta's thriving music industry to create needs-based programs for partners like the Veterans Affairs, Veterans Empowerment Organization (VEO), and Wounded Warrior Project. P4P will also be partnering with VEO, which specializes in veteran housing, optimal wellness, and workforce development to reach more veterans.

Designation of VSP Funds:

Based on the awarded amount of **\$58,500.00**, the VSP funds are designated according to the following cost categories: Administrative, Operational, and Direct Services.

- ***Administrative Expenses-*** VSP Funds that are spent on Executive/Management Staff and Administrative Support Staff salaries, salary fringe and benefits ONLY. (Note: Not more than 5% of grant award can be used for administrative costs. Includes direct and indirect charges for administration of the grant)
- ***Operational Expenditures-*** VSP funds used to conduct agency/ organizational functions that are secondary to program service delivery such as: office/warehouse lease or mortgage expenses, office supplies (pens, toner, paper, etc.), agency's utility expenses, staff transportation expenses, marketing/catalogues, etc.
- ***Direct Service Expenditures-*** VSP funds utilized to provide services directly to agency/program participants such as payments made on behalf of participants for rent, utilities, food, shelter, transportation (rentals, gas, and parking, bus drivers, participant's public transportation costs, etc.) , scholarships and day care vouchers, salaries and fringe benefits for direct service personnel (Case Managers, Educators, Subcontractors, etc.), program supplies (educational/instructional materials, paper, pencils, markers, etc.) directly consumed by participants. Program materials that may be pertinent to the scope of services of a funded program and that aid in contractor meeting contracted program outcomes are included in this definition (i.e. children's story books, educational games, puzzles, and flash cards).

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

Cost Category	Designation of VSP Funding Award	Detailed Explanation of how the Funding Award will be Expended
Administrative (5% Admin max of funds awarded.)	\$750.00	Jandali's salary for acting Artistic Director
Operational	\$12,000.00	Piano tuning, transport, and maintenance; marketing
Direct Services	\$45,750.00	Expenses associated with the Peace Festival, Documentary, and Healing Arts Program
Totals	\$58,500.00	

Additional Explanation of Funding Details:

The VSP funds will cover the following expenses:

Administrative:

- CEO Salary (Malek Jandali as acting Artistic Director): \$750

Operational:

- Piano Moving, Truck, Gas and Moving Supplies: \$8,000
- Professional Piano Tuning and Maintenance: \$2,750
- Marketing: \$1,250

Direct Services:

- Program Director (Darryl Peek): \$1,500 stipend for the documentary
- Technical Production: \$500
- Artist Commissions and Fees: \$20,500
- Musicians and Orchestra Fees: \$19,750
- Festival and Art Supplies: \$3,500

Program Performance Measures:

Pianos For Peace agrees to track and report program performance to the Fulton County Department of Community Development.

County Defined Performance Measure(s):

Health and Wellness: Health and Wellness Number of individuals who report or demonstrate improved health related outcomes or other quality of life measures

The following program measures/ Key Performance Indicators (“KPI’s”) will be utilized to track and report program outcomes for the Fulton County residents supported with VSP funding, during the funding period (June 1, 2022-December 31, 2022):

The overarching aim of this project is to provide veterans with valuable opportunities to participate in and enjoy arts, music, and culture. To accomplish this, we have identified the following goals and intended outcomes:

Goal One: P4P will present the annual Peace Festival September 1-21, 2022, with 25 locations throughout Fulton County and Metro Atlanta. Areas include MARTA stations, Hartsfield-Jackson International Airport, and Atlanta Beltline.

Milestones: P4P will accomplish the following milestones:

- Secure 15 locations in the community to host a painted piano during the festival
- Donate a minimum of 50 pianos to local organizations during fiscal year
- Design, paint, tune, and transport pianos to designated locations

Outcome: The Peace Festival will:

- Unite and engage the community, including veterans, bringing beauty to the community, and creating a sense of pride and ownership among residents
- Provide a focal point for community building where veterans and others can gather and interact with one another
- Improve the quality of life for veterans and other citizens who participate in the event and foster peace and vibrancy in the community
- Positively impact more than one million people through art and music engagement, including a minimum of 1,500 veterans

Goal Two: By June 2022, P4P will commission veteran artists to design and paint four pianos that will be part of the Peace Festival and become a permanent installation at the VEO, AAPO, Fulton County Accountability Court, and Preserve Black Atlanta. P4P has also hired Darryl to produce a short documentary film about this project and its impact on the veteran community.

Milestones: P4P will accomplish the following milestones:

- Obtain four piano donations for this effort
- Veterans will paint the pianos
- Transport the pianos to their designated locations for veterans and others to enjoy
- Filming and production of the documentary to be released by December 2022

Outcome: This effort will:

- Demonstrate that veteran artists can contribute to creating an inclusive and vibrant community
- Veteran artists will have an opportunity to participate in creative expression while honoring fellow veterans
- Bring like-minded organizations and community resources together to create more impact among veterans and the community

The documentary will:

- Engage veterans in the filming process giving them a voice to tell their stories
- Demonstrate how P4P has impacted their lives
- Provide veterans a platform to advocate for themselves and their peers
- Increase understanding and empathy for veterans and raise awareness about the invisible wounds of war, such as post-traumatic stress disorder (PTSD) and its detrimental effects
- Increase awareness about Atlanta's homeless veteran population

Goal Three: Between June and December 2022, P4P will engage a minimum of 50 local artists and musicians in our Healing Arts Program through virtual visits and bedside performances to at least ten nursing homes, hospitals, long-term treatment facilities, and community centers.

Milestones: P4P will accomplish the following milestones:

- Recruit a minimum of 35 local artists and musicians to participate in our Healing Arts Program
- Identify a minimum of eight facilities willing to participate in the program

- Set up and provide virtual programming option
- Carry out a minimum of two performances at participating facilities per month
- Reach a minimum of 1,250 veterans through its Healing Arts Program

Outcome: This effort will:

- Provide veterans and other residents the opportunity to experience and enjoy art and music
- Facilitate well-being and healing among veteran residents
- Provide social connections and emotional support to veteran residents
- Reduce depression, anxiety, and symptoms associated with PTSD
- Provide veterans an outlet to process feelings and emotions in a healthy way

Data and Evaluation

Data collection and evaluation are essential for improving the organization's efficiency and increasing its capacity to serve more people. To measure its program effectiveness and outcomes, P4P collects and tracks the following data regarding its programs and services:

- The number of piano donations, partner sites, performances, and workshops
- Qualitative data regarding outcomes, including testimonies, feedback from surveys, and impact stories from ambassadors, school administrators, teachers, students, caretakers, and other community stakeholders
- The number of nursing homes, hospitals, and community centers served
- The number of volunteers and artists recruited
- The Peace Festival's overall reach and engagement of participants, including festival attendance and community feedback.
- General demographic and socioeconomic data on Atlanta to glean useful information and determine how to build upon program successes and outcomes

P4P collects population data by compiling data from our strategic partners and sources such as our mobile app, surveys, and social media platforms. P4P also gathers diversity data from our strategic partners such as MARTA, the City of Atlanta, Atlanta Public Schools, Atlanta BeltLine, The King Center, and Hartsfield-Jackson Atlanta International Airport.

Recently P4P began utilizing the innovative "Impact Genome Project" to assess the impact of its programming and for our internal monitoring system and evaluation. Staff uses this relevant data to

empower its board of directors to make informed decisions in the nonprofit's best interest and in the interest of the people it serves.

P4P seeks to provide a high standard of service and programming. To do this, we embody the following qualities towards peace, access, and equity:

- offer meaningful experiences and opportunities for people to engage in music via our pianos, which are quality works of art in and of themselves
- encourage experimentation and exploration, and embrace emotional transparency, authenticity, and intentionality
- open communication, aligned collaboration, and respect among all involved
- supportive environments (physically and emotionally), quality artists, sufficient resources

Agency Defined Performance Measure(s):


Not applicable

ADDITIONAL REQUIREMENTS

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

1. Contractor agrees to develop, in conjunction with Fulton County, a process of accepting and serving Fulton County residents referred by the Youth and Community Services Division of Fulton County Government.
2. Contractor agrees to allow staff from the Fulton County Department of Community Development to conduct contract compliance site visits as necessary (announced or unannounced).
3. During the site visit, Contractor will be required to allow staff to monitor programming, as well as review client rosters / sign-in sheets and/ or Registration information that should include complete addresses of Fulton County residents served by this funding.
4. Contractor agrees to comply with the Operational Specifications outlined in the 2022 Veterans Services Program RFP 22RFP051322C-MH
5. Contractor agrees that advertising, promotions and other publicity in connection with the supported program(s) shall include the following acknowledgement: **“Funding provided in part by the Fulton County Board of Commissioners under the guidance of the Department of Community Development.”**

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

County Logo  .

Reporting

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

6. Contractor will be required to submit a completed performance report (with deadline of January 13, 2023) to adhere to the requirements outlined in the Performance Report Instructions, as well as the format provided by the Fulton County Department of Community Development. Future funding will be affected if performance reports are not submitted by stipulated due dates.
7. Contractor will be required to provide demographic information concerning the Fulton County residents served, including, but not limited to age, race/ethnicity and gender.
8. Contractor will be required to report the number of UNDUPLICATED/NEW participants directly served through the Veterans Services Program funding. **Please note:** Failure to serve the total number of participants contracted to be served with VSP funding may result in reimbursement of VSP funding to Fulton County. Failure to reimburse the funding requested will result in the ineligibility to receive future funding.
9. Contractor will be required to submit unduplicated client rosters in a spreadsheet format that includes the complete residential addresses of the Fulton County residents served with VSP funding, and LEDGERS demonstrating how Veterans Services Program funds were expended for the specified reporting period.

Expenditure of Funds

10. Contractor is prohibited from utilizing VSP funds for capital expenditures. (A “capital expenditure” is defined as: any resource not completely consumed during the contract year, i.e. computers, printers, construction, vehicles, cell phones, etc.) Program materials that may be pertinent to the scope of services of a funded program and that aid in contractor meeting contracted program outcomes are excluded from the definition of “capital expenditure” (e.g., children's story books, educational materials, games, puzzles, and flash cards).
11. Veterans Services Program funds must be expended by December 31, 2022. All funds that are not spent by this date must be reimbursed to Fulton County Government within 30 days of written request. A Contractor’s failure to adhere to this requirement will result in one or more of the following: inability to receive future funding from Fulton County, and/or legal action against the agency to recoup funding that are not reimbursed by the deadline.

ARTICLE III - COMPENSATION FOR SERVICES

(a) Fulton County agrees to pay Contractor a maximum sum of **\$58,500.00.**

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

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

(d) The Contractor agrees and understands that all expenditures must be consistent with the scope and purpose of this Agreement, and expenditures must be consistent with the guidelines and definitions established in the **Veterans Services Program Request for Proposal ("RFP")**

22RFP051322C-MH, which is hereby incorporated by reference herein and made a part of this agreement. The County reserves the right to approve and reject payment for expenditures which are not consistent with the scope and purpose of this Agreement, and which the County determines are not consistent with the guidelines and definitions established in the Veterans Services Program RFP.

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

ARTICLE IV - RECORD KEEPING

(a) Contractor shall maintain accurate records of the expenditure and disposition of funds, and such records must be in accordance with good accounting practices, and made available for inspection and audit by Fulton County at a time mutually agreeable to parties and upon thirty (30) days' notice to contractor.

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

(c) A performance report, with supportive documentation consistent with provisions of the Agreement outlined in Article II, must be provided to Fulton County no later than **January 13, 2023, for the period June 1, 2022-December 31, 2022.**

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

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

**Youth and Community Services Division
Veterans Services Program
c/o: Grants Administration
hsd.grants@fultoncountyga.gov
137 Peachtree Street, SW
Atlanta, Georgia 30303**

To Contractor:

**Pianos For Peace
1795 Peachtree Road NE
Atlanta, Georgia 30309**

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

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

ARTICLE V - INDEMNIFICATION

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

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

(a) This Agreement is effective on **June 1, 2022**, and shall terminate on **December 31, 2022**, unless earlier terminated in accordance with the provisions of this Agreement. Notwithstanding termination of the Agreement, Contractor is obligated to fulfill all of its obligations, including its reporting requirements.

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

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

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

(e) In the event that this agreement is terminated by Fulton County or Contractor, following the Fulton County’s determination that Contractor is not or has not been in substantial compliance with any provision of this agreement, Contractor agrees that Fulton County shall have the right to terminate this Agreement between Fulton County and Contractor without penalty. Contractor acknowledges and agrees

that Fulton County's right to terminate includes, but is not limited to, the right to withhold any and all future compensation due to Contractor pursuant to the terms of any and all other agreements between Fulton County and Contractor.

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

ARTICLE VII - INDEPENDENT CONTRACTOR STATUS

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

(b) Contractor acknowledges that **Pianos For Peace**, its directors, officers, employees, agents and assigns shall have no right of redress pursuant to the Personnel Rules and Regulations of Fulton County.

(c) The Contractor shall pay all sales, retail, occupational, service, excise, old age benefit and unemployment compensation taxes, consumer, use and other similar taxes, as well as any other taxes or duties on the materials, equipment, and labor for the work provided by the Contractor which are legally enacted by any municipal, county, state or federal authority, department or agency at the time bids are received, whether or not yet effective. The Contractor shall maintain records pertaining to such taxes as well as payment thereof and shall make the same available to Fulton County at all reasonable times for inspection and copying. The Contractor shall apply for any and all tax exemptions which may be applicable and shall timely request from Fulton County such documents and information as may be necessary to obtain

such tax exemptions. Fulton County shall have no liability to the Contractor for payment of any tax from which it is exempt.

ARTICLE VIII - INSURANCE

Contractor agrees to obtain, maintain and furnish to Fulton County, a Certificate of Insurance (COI) showing the required coverage during the entire term of this Agreement. All insurance limits are listed in the “Insurance and Risk Management Provisions” document, Attachment “A”, with Fulton County, Georgia added as an “Additional Insured”. The 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 IX – AMENDMENTS AND MODIFICATIONS TO CONTRACT

(a) This Agreement constitutes the entire agreement between Fulton County and Contractor, and there are no further written or oral agreements with respect thereto, no variations, amendments or modifications of this Agreement, and no waiver of its provisions, shall be valid unless in writing and signed by Fulton County’s and Contractor’s duly authorized representatives and entered into on the minutes of the Fulton County Board of Commissioners meeting.

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

ARTICLE X - SUBCONTRACTING

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

ARTICLE XI - ASSIGNABILITY

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

ARTICLE XII - SEVERABILITY OF TERMS

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

ARTICLE XIII – PRECEDENCE OF AGREEMENT

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

ARTICLE XIV - EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

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

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

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

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

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

ARTICLE XV - CAPTIONS

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

ARTICLE XVI - GOVERNING LAW

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

ARTICLE XVII - JURISDICTION

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

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

[SIGNATURES ON FOLLOWING PAGE]


Attachment A

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:

CONTRACTOR:

FULTON COUNTY, GEORGIA

DocuSigned by:

 14F1B4AA5F6A44A...
 Robert L. Pitts, Chairman
 Fulton County Board of Commissioners

ATTEST:

DocuSigned by:

 EEC476C4837648D...
 Tonya R. Grier
 Clerk to the Commission

(Affix County Seal)




APPROVED AS TO FORM:

DocuSigned by:

 68048E0EDCEC451...
 Office of the County Attorney

APPROVED AS TO CONTENT:

DocuSigned by:

 5F4D76DFB4A0450...
 Stanley Wilson, Director
 Fulton County Department of
 Community Development

Please select RCS or RM from the checkbox


☒ **RCS**

☐ **RM**

ITEM#: 2022-0442 RCS: 6/15/2022
RECESS MEETING

ITEM#: _____ RM: _____
REGULAR MEETING

VENDOR NAME Pianos For Peace

DocuSigned by: Name of Signatory: **Malek Jandali**

 Title of Signatory: **Executive Director**
 B03E013DBA76415...
 Authorized Signature

Please select Attest OR Notary from the checkbox

Attest

☒ Notary

ATTEST:

2nd Signatory Name:

2nd Signatory Title:

Second Authorized Signature

(Affix Corporate Seal)

ATTEST:

Sandra Poulter

Notary Public

Dawson

County: _____

8/1/2022

Commission Expires: _____

(Affix Notary Seal)

DocuSigned by:


#22RFP051322C-MH
2022 Veterans Services Program

Purchasing Forms & Instructions

STATE OF GEORGIA

COUNTY OF FULTON

FORM F: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services¹ under a contract with [insert name of prime contractor] Pianos for Peace, Inc. on behalf of Fulton County Government has registered with and is participating in a federal work authorization program*,² in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

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

1294568

EEV/Basic Pilot Program* User Identification Number

[Signature]
BY: Authorized Officer of Agent
(Insert Contractor Name)

Executive Director

Title of Authorized Officer or Agent of Contractor

Malek Jandali

Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this 25th day of April, 2022.

Notary Public: Deniell Fitzgerald

County: Forsyth

Commission Expires: 12-16-2023



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

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

#22RFP051322C-MH
2022 Veterans Services Program

Purchasing Forms & Instructions

STATE OF GEORGIA

COUNTY OF FULTON

FORM G: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services³ under a contract with **[insert name of prime contractor]** Pianos for Peace, Inc. behalf of Fulton County **Government** has registered with and is participating in a federal work authorization program*,⁴ in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

1294568

EEV/Basic Pilot Program* User Identification Number

[Signature]
BY: Authorized Officer of Agent
(Insert Subcontractor Name)

Executive Director
Title of Authorized Officer or Agent of Subcontractor

Malek Jandali
Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this 25th day of April, 2022

Notary Public: [Signature]

County Forsyth

Commission Expires: 12-16-2023



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

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/29/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hamby & Aloisio Inc. 53 Perimeter Center East #400 Atlanta GA 30346	CONTACT NAME: Judith Davis, CISR, CPSR PHONE (A/C, No, Ext): (770) 551-3270 FAX (A/C, No): (770) 551-3289 E-MAIL ADDRESS: judith@hains.com INSURER(S) AFFORDING COVERAGE INSURER A: Alliance of Nonprofits for Ins. NAIC # 10023 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Pianos for Peace, Inc. 1795 Peachtree St. NE Suite 200 Atlanta GA 30309	

COVERAGES**CERTIFICATE NUMBER:** 2021-2022**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			2021-48619	09/01/2021	09/01/2022	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						MED EXP (Any one person) \$ 20,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PERSONAL & ADV INJURY \$ 1,000,000
	OTHER:						GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							Liquor \$ 1,000,000
A	AUTOMOBILE LIABILITY			2021-48619	09/01/2021	09/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y / N	N / A				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
A	Directors & Officers Liability Accident			2021-48619	09/01/2021	09/01/2022	Limit \$1,000,000 \$50,000

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

Fulton County Government is Additional Insured for General Liability.

CERTIFICATE HOLDER**CANCELLATION**

Fulton County Government 141 Pryor St SW Atlanta GA 30303-3408	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p> <p style="text-align: center;"><i>Vicki M. Henry</i></p>
--	---

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June 29, 2022

To whom it may concern:

This letter is to confirm that Pianos for Peace is an agency that does not have more than three (3) employees and therefore Workers Comp is not required.

Respectfully,

A handwritten signature in blue ink, appearing to read "MJ.", is placed over a light blue rectangular background.

Malek Jandali
Executive Director



**FULTON
COUNTY**

CONTRACT DOCUMENTS

FOR

REQUEST FOR PROPOSAL 22RFP051322C-MH

2022 VETERANS SERVICES PROGRAM

FOR

YOUTH AND COMMUNITY SERVICES DIVISION

OF

FULTON COUNTY, GEORGIA

CONTRACT AGREEMENT

THIS AGREEMENT (“Agreement”), entered into this **1st day of June 2022**, by and between **FULTON COUNTY**, Georgia (hereinafter referred to as “Fulton County” or “County”), a political subdivision of the State of Georgia, acting by and through its Community Development Department’s Youth and Community Services Division (“YCS”), and **HouseProud Atlanta, Inc.** (hereinafter referred to as “Contractor”), a corporation organized as a nonprofit, tax exempt 501(c) (3) agency, authorized to conduct business within the state of Georgia (hereinafter collectively referred to as the “Parties”).

WITNESSETH

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

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

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

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

The Agreement was approved by the Fulton County Board of Commissioners on **June 15, 2022, BOC#22-0442**.

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

INDEX OF ARTICLES

ARTICLE 1.	<u>PARTIES AND TERM</u>
ARTICLE 1.	<u>SCOPE OF CONTRACTOR'S DUTIES</u>
ARTICLE 2.	<u>COMPENSATION FOR SERVICES</u>
ARTICLE 3.	<u>RECORD KEEPING</u>
ARTICLE 4.	<u>INDEMNIFICATION</u>
ARTICLE 5.	<u>TERMINATION OF AGREEMENT FOR CAUSE</u>
ARTICLE 6.	<u>INDEPENDENT CONTRACTOR STATUS</u>
ARTICLE 7.	<u>INSURANCE</u>
ARTICLE 8.	<u>AMENDMENTS AND MODIFICATIONS TO AGREEMENT</u>
ARTICLE 9.	<u>SUBCONTRACTING</u>
ARTICLE 10.	<u>ASSIGNABILITY</u>
ARTICLE 11.	<u>SEVERABILITY OF TERMS</u>
ARTICLE 12.	<u>PRECEDENCE OF AGREEMENT</u>
ARTICLE 13.	<u>EQUAL EMPLOYMENT OPPORTUNITY</u>
ARTICLE 14.	<u>CAPTIONS</u>
ARTICLE 15.	<u>GOVERNING LAW</u>
ARTICLE 16.	<u>JURISDICTION</u>

ARTICLE I - PARTIES AND TERM:

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

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

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

(d) This Agreement will remain in effect from **June 1, 2022**, until midnight **December 31, 2022**.

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

ARTICLE II - SCOPE OF CONTRACTOR'S DUTIES:

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

SCOPE OF WORK:

Veterans Services Program (VSP)

VSP Service Category: Homeless and Housing

VSP Funding Priority(ies):

Homelessness: Homelessness and Housing Veterans Home Repair

HouseProud Atlanta, Inc., HouseProud Atlanta - No-Cost Repairs and Support for Veterans will provide services at the following locations at specified times during the contract period of **06/01/2022** through **12/31/2022**:

Service Delivery Site(s):

Name of Program Site:	Program Location (complete physical address):	Program City	Program State	Program Zip code	Fulton County District of the program (Facility) location:	District(s) of Fulton County Residents Served by the program (facility) location:
N/A	410 Englewood Avenue	Atlanta	GA	30315	1	1, 2, 3, 4, 5, 6

Approach and Design:

HouseProud Atlanta, Inc., HouseProud Atlanta - No-Cost Repairs and Support for Veterans will provide services to **12** clients that reside in Fulton County, with VSP funding.

HouseProud Atlanta, Inc., HouseProud Atlanta - No-Cost Repairs and Support for Veterans will provide the following activities and services in Fulton County with VSP funding:

HouseProud Atlanta will utilize highly skilled, licensed and insured tradespeople to provide critical no-cost repairs and disability accessibility modifications for disabled and/or senior veterans living in Fulton County. Housing is a basic need, and we seek to assist these homeowners to remain 'warm, safe and dry' in their homes. HouseProud will collaborate with other veteran organizations to acquire referrals when necessary, and will seek to work with other nonprofits such as Mission Continues to acquire assistance with working with the veterans. This addresses economic stability/veterans living in poverty by assisting veterans to have their basic housing need met while protecting the equity in their homes. It also addresses homelessness and housing by preventing veterans from being homeless through providing minor modifications.

Designation of VSP Funds:

Based on the awarded amount of **\$100,000.00**, the VSP funds are designated according to the following cost categories: Administrative, Operational, and Direct Services.

- ***Administrative Expenses-*** VSP Funds that are spent on Executive/Management Staff and Administrative Support Staff salaries, salary fringe and benefits ONLY. (Note: Not more than 5% of grant award can be used for administrative costs. Includes direct and indirect charges for administration of the grant)
- ***Operational Expenditures-*** VSP funds used to conduct agency/ organizational functions that are secondary to program service delivery such as: office/warehouse lease or mortgage expenses, office supplies (pens, toner, paper, etc.), agency's utility expenses, staff transportation expenses, marketing/catalogues, etc.
- ***Direct Service Expenditures-*** VSP funds utilized to provide services directly to agency/program participants such as payments made on behalf of participants for rent, utilities, food, shelter, transportation (rentals, gas, and parking, bus drivers, participant's public transportation costs, etc.) , scholarships and day care vouchers, salaries and fringe benefits for direct service personnel (Case Managers, Educators, Subcontractors, etc.), program supplies (educational/instructional materials, paper, pencils, markers, etc.) directly consumed by participants. Program materials that may be pertinent to the scope of services of a funded program and that aid in contractor meeting contracted program outcomes are included in this definition (i.e. children's story books, educational games, puzzles, and flash cards).

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

Cost Category	Designation of VSP Funding Award	Detailed Explanation of how the Funding Award will be Expended
Administrative (5% Admin max of funds awarded.)	\$5,000.00	Administrative for Operation of Program
Operational	\$0.00	N/A
Direct Services	\$95,000.00	Cost for Program Management and Contractors and Materials
Totals	\$100,000.00	

Additional Explanation of Funding Details:

\$5,000 - Administrative and Overhead Costs

\$85,000 - Direct Service for Roofers, Plumbers, Electricians and Other Trades

\$10,000 - Direct Service Case Management for Veterans to pay Program Case Manager that will assist veterans with intake, education and accompany them to Code Court

Program Performance Measures:

HouseProud Atlanta, Inc. agrees to track and report program performance to the Fulton County Department of Community Development.

County Defined Performance Measure(s):

Homelessness: Homelessness - Number of Veterans with Disabilities benefiting from minor home modification projects, renovations, and/or repairs to increase availability and accessibility

The following program measures/ Key Performance Indicators (“KPI’s”) will be utilized to track and report program outcomes for the Fulton County residents supported with VSP funding, during the funding period (June 1, 2022-December 31, 2022):

HouseProud will serve a minimum of 12 senior or disabled veterans. Health and Wellness County Defined Performance Measure to be measured - A minimum of 8 veterans will self report through surveys an increased health and wellness and increased quality of life due to reduced stress after receiving no-cost home repairs and minor renovations. Homeless and Housing County Defined Performance Measure to be measured - A minimum of 6 clients served through this grant will self report increased accessibility due to minor modifications provided through this grant.

Agency Defined Performance Measure(s):


100% of those returning surveys will self report that the repairs provided will allow them to age in place or remain in their home longer. At least 90% will self report that they are satisfied with the repairs provided.

ADDITIONAL REQUIREMENTS

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

1. Contractor agrees to develop, in conjunction with Fulton County, a process of accepting and serving Fulton County residents referred by the Youth and Community Services Division of Fulton County Government.
2. Contractor agrees to allow staff from the Fulton County Department of Community Development to conduct contract compliance site visits as necessary (announced or unannounced).
3. During the site visit, Contractor will be required to allow staff to monitor programming, as well as review client rosters / sign-in sheets and/ or Registration information that should include complete addresses of Fulton County residents served by this funding.
4. Contractor agrees to comply with the Operational Specifications outlined in the 2022 Veterans Services Program RFP 22RFP051322C-MH
5. Contractor agrees that advertising, promotions and other publicity in connection with the supported program(s) shall include the following acknowledgement: **“Funding provided in part by the Fulton County Board of Commissioners under the guidance of the Department of Community Development.”**

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

County Logo  .

Reporting

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

6. Contractor will be required to submit a completed performance report (with deadline of January 13, 2023) to adhere to the requirements outlined in the Performance Report Instructions, as well as the format provided by the Fulton County Department of Community Development. Future funding will be affected if performance reports are not submitted by stipulated due dates.
7. Contractor will be required to provide demographic information concerning the Fulton County residents served, including, but not limited to age, race/ethnicity and gender.
8. Contractor will be required to report the number of UNDUPLICATED/NEW participants directly served through the Veterans Services Program funding. **Please note:** Failure to serve the total number of participants contracted to be served with VSP funding may result in reimbursement of VSP funding to Fulton County. Failure to reimburse the funding requested will result in the ineligibility to receive future funding.
9. Contractor will be required to submit unduplicated client rosters in a spreadsheet format that includes the complete residential addresses of the Fulton County residents served with VSP funding, and LEDGERS demonstrating how Veterans Services Program funds were expended for the specified reporting period.

Expenditure of Funds

10. Contractor is prohibited from utilizing VSP funds for capital expenditures. (A “capital expenditure” is defined as: any resource not completely consumed during the contract year, i.e. computers, printers, construction, vehicles, cell phones, etc.) Program materials that may be pertinent to the scope of services of a funded program and that aid in contractor meeting contracted program outcomes are excluded from the definition of “capital expenditure” (e.g., children's story books, educational materials, games, puzzles, and flash cards).
11. Veterans Services Program funds must be expended by December 31, 2022. All funds that are not spent by this date must be reimbursed to Fulton County Government within 30 days of written request. A Contractor’s failure to adhere to this requirement will result in one or more of the following: inability to receive future funding from Fulton County, and/or legal action against the agency to recoup funding that are not reimbursed by the deadline.

ARTICLE III - COMPENSATION FOR SERVICES

(a) Fulton County agrees to pay Contractor a maximum sum of **\$100,000.00**.

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

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

(d) The Contractor agrees and understands that all expenditures must be consistent with the scope and purpose of this Agreement, and expenditures must be consistent with the guidelines and definitions established in the **Veterans Services Program Request for Proposal ("RFP")**

22RFP051322C-MH, which is hereby incorporated by reference herein and made a part of this agreement. The County reserves the right to approve and reject payment for expenditures which are not consistent with the scope and purpose of this Agreement, and which the County determines are not consistent with the guidelines and definitions established in the Veterans Services Program RFP.

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

ARTICLE IV - RECORD KEEPING

(a) Contractor shall maintain accurate records of the expenditure and disposition of funds, and such records must be in accordance with good accounting practices, and made available for inspection and audit by Fulton County at a time mutually agreeable to parties and upon thirty (30) days' notice to contractor.

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

(c) A performance report, with supportive documentation consistent with provisions of the Agreement outlined in Article II, must be provided to Fulton County no later than **January 13, 2023, for the period June 1, 2022-December 31, 2022.**

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

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

**Youth and Community Services Division
Veterans Services Program
c/o: Grants Administration
hsd.grants@fultoncountygva.gov
137 Peachtree Street, SW
Atlanta, Georgia 30303**

To Contractor:

**HouseProud Atlanta, Inc.
410 Englewood Avenue
Atlanta, Georgia 30315**

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

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

ARTICLE V - INDEMNIFICATION

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

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

(a) This Agreement is effective on **June 1, 2022**, and shall terminate on **December 31, 2022**, unless earlier terminated in accordance with the provisions of this Agreement. Notwithstanding termination of the Agreement, Contractor is obligated to fulfill all of its obligations, including its reporting requirements.

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

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

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

(e) In the event that this agreement is terminated by Fulton County or Contractor, following the Fulton County’s determination that Contractor is not or has not been in substantial compliance with any provision of this agreement, Contractor agrees that Fulton County shall have the right to terminate this Agreement between Fulton County and Contractor without penalty. Contractor acknowledges and agrees

that Fulton County's right to terminate includes, but is not limited to, the right to withhold any and all future compensation due to Contractor pursuant to the terms of any and all other agreements between Fulton County and Contractor.

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

ARTICLE VII - INDEPENDENT CONTRACTOR STATUS

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

(b) Contractor acknowledges that **HouseProud Atlanta, Inc.**, its directors, officers, employees, agents and assigns shall have no right of redress pursuant to the Personnel Rules and Regulations of Fulton County.

(c) The Contractor shall pay all sales, retail, occupational, service, excise, old age benefit and unemployment compensation taxes, consumer, use and other similar taxes, as well as any other taxes or duties on the materials, equipment, and labor for the work provided by the Contractor which are legally enacted by any municipal, county, state or federal authority, department or agency at the time bids are received, whether or not yet effective. The Contractor shall maintain records pertaining to such taxes as well as payment thereof and shall make the same available to Fulton County at all reasonable times for inspection and copying. The Contractor shall apply for any and all tax exemptions which may be applicable and shall timely request from Fulton County such documents and information as may be necessary to obtain

such tax exemptions. Fulton County shall have no liability to the Contractor for payment of any tax from which it is exempt.

ARTICLE VIII - INSURANCE

Contractor agrees to obtain, maintain and furnish to Fulton County, a Certificate of Insurance (COI) showing the required coverage during the entire term of this Agreement. All insurance limits are listed in the “Insurance and Risk Management Provisions” document, Attachment “A”, with Fulton County, Georgia added as an “Additional Insured”. The 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 IX – AMENDMENTS AND MODIFICATIONS TO CONTRACT

(a) This Agreement constitutes the entire agreement between Fulton County and Contractor, and there are no further written or oral agreements with respect thereto, no variations, amendments or modifications of this Agreement, and no waiver of its provisions, shall be valid unless in writing and signed by Fulton County’s and Contractor’s duly authorized representatives and entered into on the minutes of the Fulton County Board of Commissioners meeting.

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

ARTICLE X - SUBCONTRACTING

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

ARTICLE XI - ASSIGNABILITY

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

ARTICLE XII - SEVERABILITY OF TERMS

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

ARTICLE XIII – PRECEDENCE OF AGREEMENT

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

ARTICLE XIV - EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

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

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

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

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

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

ARTICLE XV - CAPTIONS

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

ARTICLE XVI - GOVERNING LAW

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

ARTICLE XVII - JURISDICTION

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

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

[SIGNATURES ON FOLLOWING PAGE]

Attachment A

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:

CONTRACTOR:

FULTON COUNTY, GEORGIA

VENDOR NAME HouseProud Atlanta, Inc.

DocuSigned by:
Robert L. Pitts
14E1B4AA5F6A44A
Robert L. Pitts, Chairman
Fulton County Board of Commissioners

DocuSigned by: Name of Signatory: **Lisa Flowers Jones**
Lisa Jones
Title of Signatory: **Executive Director**
EAE26CCBCBD94DB...
Authorized Signature

Please select Attest OR Notary from the checkbox

☒ Attest

☐ Notary

ATTEST:

ATTEST:

DocuSigned by:
Tonya R. Grier
EEC476C4837648D...
Tonya R. Grier
Clerk to the Commission

DocuSigned by: 2nd Signatory Name: **Lori Lemanski**
Lori Lemanski
Signatory Title: **Program & Development Director**
E57E8ADE06504DC...

Second Authorized Signature

DocuSigned by:

(Affix County Seal)



(Affix Corporate Seal)



APPROVED AS TO FORM:

ATTEST:

DocuSigned by:
Patrick O'Connor
68048E0EDCEC451...
Office of the County Attorney

Notary Public

APPROVED AS TO CONTENT:

County: _____

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

Commission Expires: _____

(Affix Notary Seal)

Please select RCS or RM from the checkbox

☒ RCS

☐ RM

ITEM#: 2022-0442	RCS: 6/15/2022	ITEM#: _____	RM: _____
RECESS MEETING		REGULAR MEETING	

#22RFP051322C-MH
2022 Veterans Services Program

Purchasing Forms & Instructions

STATE OF GEORGIA

COUNTY OF FULTON

FORM F: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services¹ under a contract with [insert name of prime contractor] House Proud Atlanta, Inc. on behalf of Fulton County Government has registered with and is participating in a federal work authorization program²,² in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

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

#1385600
EEV/Basic Pilot Program* User Identification Number

House Proud Atlanta
BY: Authorized Officer of Agent
(Insert Contractor Name)

Executive Director
Title of Authorized Officer or Agent of Contractor

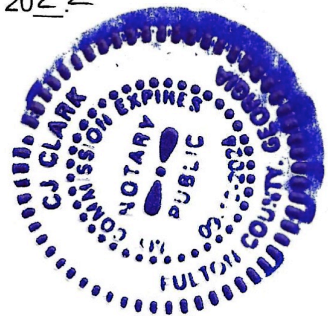
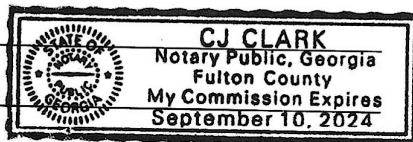
Lisa F Jones
Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this 13th day of MAY, 2022

Notary Public: _____

County: _____

Commission Expires: _____



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

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

#22RFP051322C-MH

2022 Veterans Services Program

Purchasing Forms & Instructions

STATE OF GEORGIA

COUNTY OF FULTON

FORM G: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services³ under a contract with [insert name of prime contractor] HouseProud Atlanta, Inc. behalf of Fulton County Government has registered with and is participating in a federal work authorization program⁴ in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

#1385600

EEV/Basic Pilot Program* User Identification Number

HouseProud AtlantaBY: Authorized Officer of Agent
(Insert Subcontractor Name)Executive Director

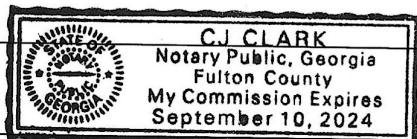
Title of Authorized Officer or Agent of Subcontractor

Lisa F Jones

Printed Name of Authorized Officer or Agent

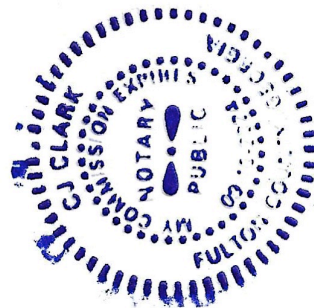
Sworn to and subscribed before me this 13th day of MAY, 2022

Notary Public:



County:

Commission Expires:

[Signature]

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

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/23/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Cherokee Insurance Center, LLC 3060 Holly Springs Pkwy Canton GA 30115	CONTACT NAME: Kyle Anderson PHONE (A/C, No, Ext): 770-720-1314 x104 E-MAIL ADDRESS: kyle@insurecherokee.com FAX (A/C, No): 770-648-1192
INSURER(S) AFFORDING COVERAGE	
INSURER A: Clear Blue Insurance Company	
INSURER B: Western Surety	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 1742000544

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		BGGA0024140400	9/23/2021	9/23/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			BXGA0024140400	9/23/2021	9/23/2022	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Errors & Omissions			900718916	9/23/2021	9/23/2022	1,000,000

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

Fulton County Government is covered as an additional insured by the blanket endorsement to the general liability policy per the written contract.

CERTIFICATE HOLDER

CANCELLATION

 Fulton County Government
 141 Pryor Street SW
 Atlanta GA 30303-3408

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

VSP Other Supporting Documents

File Name	Description	File Size
HouseProud Insurance Cert.pdf (101 KB)	HouseProud Insurance HOUSEPROUD HAS ONLY 2 full time W-2 employees, and therefore is not required to have worker's comp insurance	101 KB



**FULTON
COUNTY**

CONTRACT DOCUMENTS

FOR

REQUEST FOR PROPOSAL 22RFP051322C-MH

2022 VETERANS SERVICES PROGRAM

FOR

YOUTH AND COMMUNITY SERVICES DIVISION

OF

FULTON COUNTY, GEORGIA

CONTRACT AGREEMENT

THIS AGREEMENT (“Agreement”), entered into this **1st day of June 2022**, by and between **FULTON COUNTY**, Georgia (hereinafter referred to as “Fulton County” or “County”), a political subdivision of the State of Georgia, acting by and through its Community Development Department’s Youth and Community Services Division (“YCS”), and **Self-Discovery: Pain, Positioning & Purpose, Inc.** (hereinafter referred to as “Contractor”), a corporation organized as a nonprofit, tax exempt 501(c) (3) agency, authorized to conduct business within the state of Georgia (hereinafter collectively referred to as the “Parties”).

WITNESSETH

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

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

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

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

The Agreement was approved by the Fulton County Board of Commissioners on **June 15, 2022, BOC#22-0442**.

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

INDEX OF ARTICLES

- ARTICLE 1. PARTIES AND TERM**
- ARTICLE 1. SCOPE OF CONTRACTOR'S DUTIES**
- ARTICLE 2. COMPENSATION FOR SERVICES**
- ARTICLE 3. RECORD KEEPING**
- ARTICLE 4. INDEMNIFICATION**
- ARTICLE 5. TERMINATION OF AGREEMENT FOR CAUSE**
- ARTICLE 6. INDEPENDENT CONTRACTOR STATUS**
- ARTICLE 7. INSURANCE**
- ARTICLE 8. AMENDMENTS AND MODIFICATIONS TO AGREEMENT**
- ARTICLE 9. SUBCONTRACTING**
- ARTICLE 10. ASSIGNABILITY**
- ARTICLE 11. SEVERABILITY OF TERMS**
- ARTICLE 12. PRECEDENCE OF AGREEMENT**
- ARTICLE 13. EQUAL EMPLOYMENT OPPORTUNITY**
- ARTICLE 14. CAPTIONS**
- ARTICLE 15. GOVERNING LAW**
- ARTICLE 16. JURISDICTION**

ARTICLE I - PARTIES AND TERM:

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

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

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

(d) This Agreement will remain in effect from **June 1, 2022**, until midnight **December 31, 2022**.

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

ARTICLE II - SCOPE OF CONTRACTOR'S DUTIES:

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

SCOPE OF WORK:

Veterans Services Program (VSP)

VSP Service Category: Health and Wellness

VSP Funding Priority(ies):

Health and Wellness: Health and Wellness Veterans Post Traumatic Stress Disorder|Health and Wellness Veterans Family Members and Caregivers|Health and Wellness Other

Self-Discovery: Pain, Positioning & Purpose, Inc., SDp3 Fulton County Veterans and Family Members Mental Health and Wellness Initiative will provide services at the following locations at specified times during the contract period of **06/01/2022** through **12/31/2022**:

Service Delivery Site(s):

Name of Program Site:	Program Location (complete physical address):	Program City	Program State	Program Zip code	Fulton County District of the program (Facility) location:	District(s) of Fulton County Residents Served by the program (facility) location:
Virtual Programs for Fulton County Residents	Virtual	Atlanta	GA	30303	NA	NA

Approach and Design:

Self-Discovery: Pain, Positioning & Purpose, Inc., SDp3 Fulton County Veterans and Family Members Mental Health and Wellness Initiative will provide services to **400** clients that reside in Fulton County, with VSP funding.

Self-Discovery: Pain, Positioning & Purpose, Inc., SDp3 Fulton County Veterans and Family Members Mental Health and Wellness Initiative will provide the following activities and services in Fulton County with VSP funding:

SDp3 will support three VSP “**Health and Wellness**” funding priorities: 1) Veterans PTSD, 2) Veterans Family Members/Caregivers, and 3) Other social services, programs, or other resources provided to Veterans, family members, and/or caregivers not covered in the other categories.

1) PTSD

Regarding PTSD, our programs will support healthcare services, mental health counseling, recreational, and spiritual programs focused on promoting wellness and improving outcomes for veterans facing unique, military-related health challenges caused by PTSD. SDp3 has developed a 30-page curriculum with one of our Board members, a mental health professional, for veterans offerings called “Veterans Affairs, Adversities, Alliances”. It has three modules: 1 – Veterans Affairs (Analysis, Statistics, and Facts); 2 – Veterans Adversities (ACE’s, PTSD, TBI, etc.); and 3 – Veterans Alliances (Evidence-Based Supports and Resources).

Goals include for participants to:

- Gain understanding of veterans’ prevailing concerns, common diagnoses among veteran communities (Adverse Childhood Experiences, or “ACEs”, Addiction, PTSD, Traumatic Brain Injury (TBI), Moral Injury, etc.), insight into signs and symptoms of veterans in crisis and how to support them
- Gain insight into the female veteran community and homelessness
- Engage in practical exercises to better understand the subjective experiences of veterans
- Utilize knowledge gained from this course to support veterans and their families.

For PTSD specifically, this curriculum teaches about symptoms, “survivor’s guilt” and Military Sexual Trauma (“MST”) (what they are and symptoms in relation to PTSD), treatment options (e.g., counseling/therapy, medications, service animals, inpatient, art, group, and telehealth therapy, self-help, collaborative care models, etc.).

SDp3 addresses PTSD in all of our MH trainings, multiple times per week, e.g., with partners Mary Hall Freedom Village, Covenant House, and Nicholas House. Even when programs are not limited to veterans, if there are veteran participants, we allow them to share about PTSD if they are willing. We also discuss Post Traumatic Growth, how to become more resilient, tools, boundaries, not being afraid to ask

for help, different kinds of help depending on needs, crisis de-escalation, and key resources (e.g., veterans suicide prevention hotline, NAMI, American Foundation for Suicide Prevention, GA Mental Health Consumer Network).

2) **Regarding Veterans' Family Members and Caregivers**, our programs will include counseling and support, family readiness groups, education and information services, wellness programs, crisis programs, peer monitoring programs, and substance abuse/support programs.

The purpose of our "Veterans Affairs, Adversities, Alliances" curriculum is to educate, equip, and empower not just veterans, but also caregivers and communities with evidence-based resources to assist veterans and families. In it, we specifically address "family systems", goals to reduce distress of dealing with conflict or a family member's mental illness, improving patient-family relations, and decreasing the burden of mental illness on family members. We also address what "healthy support from family and friends" looks like and provide relevant ideas and resources.

3) **Regarding "Other"** social services, programs, and resources provided to Veterans, family members, and/or caregivers not covered in other categories, our programs will offer COVID-specific content and target high risk and underserved subcommunities, e.g., women, LGBT, and rural veterans.

Specifically, we intend to offer the following programs:

- "Ruddy's Café and Chew": Named after Executive Director Venessa Abrams's brother, a veteran who died from suicide, this offering recognizes that veterans frequently struggle to adjust to daily life. It will teach resilience and coping strategies via a wellness recovery perspective, utilizing peer-to-peer methods that normalize trauma-informed dialogue and provide tools/local resources. We will train volunteers as peer facilitators for dialogue and as MH, wellness, resiliency, and education-sharing resources.
- "Suicide Prevention: A Veteran's Journey": This program will focus on crisis intervention and suicide services for veterans throughout Fulton. It will provide guidance to critical resources, including TRICARE's specialized MH institutions and housing for individuals in recovery from suicide/addiction. We will train volunteers as suicide prevention and information-sharing resources.
- "Exercise Therapy for Veterans and Families: BT to PT (Basic Training to Physical Training)": Given the advantages of physical exercise on overall health, this program will assist veterans of all fitness levels to overcome hurdles, teach correct stretching, and introduce yoga for mental clarity. We will train volunteers as health/fitness facilitators and information-sharing resources.
- "Heroes and Sidekicks: Adolescent Veteran Wellness Education": Frequently, children of servicemembers suffer from separation anxiety, depression, and other MH concerns that cause withdrawal from everyday life while parents are serving. This interactive program will teach coping methods in a fun way to children aged 5 to 12 and 13 to 18. Volunteers will serve as teaching assistants.
- The "Other" programs and services will include: Bolstering MH services for rural, racial/ethnic minority, women, LGBTQIA, older, and "young adult" (age 30 and under) veterans; broadening telehealth services; improving access to care via MH screening and treatment referrals; using phone coaching to assist veterans' families, partnering with gateway services and organizations on national, state, and local levels to raise awareness of suicide prevention. We will partner with community MH providers to expand the network of local treatment resources, help veterans find

jobs, and manage claims/benefits. We will also partner with law enforcement and criminal justice agencies to help them understand the importance of veteran culture and integrate suicide prevention.

- As COVID persists, we will continue to offer programs and services virtually, which we have done successfully throughout the pandemic. We will offer COVID-specific programs and services as needed, as components of the above or in standalone fashion. For instance, we may develop veteran-specific offerings regarding vaccinations, boosters, treatment options, education about “long COVID”, coping with anxiety/loss/grief due to COVID, managing relationships that COVID has strained, etc.

We anticipate each program will happen at least once monthly for 90 minutes, with up to 25 volunteers with us 8 hours weekly. Venessa Abram, our new Veterans Programs Project Director (vacant, anticipated hire Summer 2022), two veteran Board Members, several other Board Members, and volunteers will focus on these Fulton programs.

As for volunteers, we will provide SDp3 Volunteer, Mental Wellness, and Resilience Trainings. They will not need prior certifications, but we will help them gain them depending on interest/availability. Depending on the program/service, volunteers will assist us with some/all of the following beyond what is mentioned above: Set up/tear down for events, marketing, mentoring, volunteer recruitment, contributing to handbooks/agreement forms, engaging/retaining/training volunteers, volunteer program branding/organization, creating leadership opportunities for other volunteers, and/or writing SDp3 program recommendation/testimonial letters and potential job recommendation letters.

Fulton County "Health & Human Services" Strategic Priority Area Program Objectives

Our proposal addresses three "Health & Human Services" strategic priority area program objectives:

1. Prevent illness by engaging in healthier behavior

Ruddy's Café and Chew will teach coping and resilience methods from a wellness perspective. Our Suicide Prevention programs will focus on crisis intervention and de-escalation to prevent veterans from engaging in acute harmful behavior. Our Exercise Therapy programs will engage participants in healthy physical behavior that also improves MH. Our “Heroes and Sidekicks” programs will help young family members of veterans engage in coping activities that improve MH. And our “Other” programs targeted to minority communities within the broader veteran community will help these underserved subcommunities engage in activities that improve MH. Moreover, our COVID-specific programs related to vaccines, boosters, etc. will help prevent those we serve from contracted and spreading COVID as the pandemic persists, while also engaging them in coping activities that improve MH related to PTSD from COVID-related experiences.

2. Prevent health disparities by educating residents and connecting them to available resources

Each of our programs will help prevent health disparities by educating Fulton residents and connecting them to available resources. Education and referrals are critical to all SDp3 programs, including those we

propose in this partnership with Fulton County. For instance, Ruddy's Café will include educating veterans about resilience and coping with peer facilitators who will serve as educators and resource providers/connectors. Our Suicide Prevention programs will educate veterans about suicide prevention techniques (e.g., firearm safety) and connect them to critical resources, including through TRICARE. Our Exercise Therapy programs will not only engage participants in physical activity, but will also include volunteer facilitators who educate participants and provide them further resources regarding physical and MH and the connection between the two. Our Adolescent programs will include education and referrals for coping strategies specific to children of those serving. Finally, our "Other" programs for targeted underserved communities will provide community-specific (e.g., for women, LGBT, rural) education and connections to resources specific to their identities, while our COVID-specific programs will educate residents about the constantly-changing information about vaccines/boosters eligibility and access, long-COVID treatments, and additional resources/access options in geographic areas where COVID resources can be harder to access.

3. Support vulnerable residents in our social services

Broadly speaking, veterans are among the most vulnerable residents of Fulton County. Our programs recognize this fact and offer specific support to veterans and their family members, including connecting them to social services (e.g., through partner organizations) to support their individual needs, both for "crisis" situations like suicide prevention and for longer-term support for mental and physical health. Moreover, our "Other" programs will be specifically tailored to support the "minorities within the minority" of veterans who are among the most vulnerable members of the broader veteran community. Thus, we will provide support to the full diverse spectrum of vulnerable Fulton County veterans and family members in a tailored way that supports their very specific needs and accounts for their intersectional identities, not merely as veterans.

Community Collaborative Relationships to Assist SDp3 in addressing the Need

To address the needs above, SDp3 will continue collaborating with other organizations. These include:

1) Southern Crescent Veterans Services

Southern Crescent partners with nonprofits to meet immediate needs of veterans in financial crises, seeking housing assistance/employment/job leads, help with resumes, and help with VA initial, compensation, and/or pension increase claim filings. They provide free assistance to all veterans, spouses, and dependent children from all branches. SDp3's Board Member MSG (Ret) Patricia Baisden is Southern Crescent's Vice President of Operations, and we enjoy a close working relationship.

SDp3 has successfully collaborated with Southern Crescent in '21 and is continuing in '22. At our recent Veterans Roundtable Summit, we had ~30 women veteran attendees, many of whom expressed interest in further engaging with us. We are deepening our partnership with peer-to-peer and virtual programs. Southern Crescent is connected with Wounded Warrior Project, and we hope that our continued partnership will serve veterans affiliated with both organizations.

2) Mary Hall Freedom Village, located in Fulton's Sandy Springs, empowers veterans, women, children, and families to end homelessness, addiction, and poverty. SDp3 has collaborated with them on programs twice weekly over past ~2 years and is continuing in '22.

3) Nicholas House is an ATL-based shelter that provides housing to Fulton homeless families. As with Mary Hall Freedom Village, many individuals they serve are veterans or family members of veterans. We collaborate on virtual programs with them each Wednesday.

4) Community Friendship Inc is a pioneer of psychiatric rehabilitative services, offering comprehensive recovery-based programs, support and training in self-sufficiency and independent living, career development, and full integration in the Fulton community. We collaborate with them on group sessions, mentoring, coaching, exercise, and healthy cooking demonstrations, as well as on our books for curricula, the past ~2 years and continuing now.

5) Covenant House GA provides “more than a bed” for Fulton youth experiencing homelessness. Trained speakers share personal experiences about living with MH conditions and recovery, information about the Helpline with additional resources, and a listening ear.

SDp3 has partnered with Covenant House these past few years. Our joint programs include substance abuse, peer support, life skills, talking circles, mentoring, “build a bear and share” talk sessions, and coaching. The group sessions tend to include 5-10 young adults, and new programs in ‘22 will introduce painting and vision boards.

6) Kate’s Club empowers Fulton children and teens facing life after the death of a parent, sibling, or caregiver. We plan to collaborate with them at least once monthly on virtual and in person programs that include MH (grief-focused) presentations, mentoring, fun learning experiences and book clubs, sharing additional resources (e.g., for therapy).

7) National Alliance on Mental Illness (“NAMI”) GA empowers affiliates to create communities where all affected by mental illness find hope, help, and acceptance through support, education, and advocacy. SDp3 partners with NAMI through “In our Own Voice” programs 3-4 times a week, and SDp3 Executive Director Venessa Abram shares about NAMI and their services in virtually all programs she leads/teaches.

8) We have also collaborated in the past with the Community Foundation for Greater ATL, GA Mental Health Consumer Network, and Resilient GA, and may continue collaborating with them to serve Fulton residents via this Veterans grant as well.

9) Finally, we partner with Wreaths Across America and Toys for Tots, raising funds for critical missions, and other veteran organizations.

In addition to collaborations with nonprofit above, SDp3 will complement existing government initiatives in important ways. For instance:

- SAMHSA has partnered with the VA to bring the Governor’s and Mayor’s Challenges to Prevent Suicide Among Service Members, Veterans, and Families to states and communities across the nation. 35 states (including GA) are taking part in the Governor’s challenge, but for the Mayor’s Challenge, not one of the 22 communities engaged is located in GA. (mentalhealth.va.gov.; samhsa.gov.)
- Together With Veterans (TWV) is a community-based suicide prevention program for rural veterans. TWV involves partnering with veterans and their communities to implement

community-based suicide prevention and is funded by the [Veterans Administration Office of Rural Health](https://mirecc.va.gov). (mirecc.va.gov.) However, according to their current Site List, they do not yet have any “active” or “graduated” cohorts in the entire state of GA.

- VA currently offers the Program of Comprehensive Assistance for Family Caregivers, which provides caregiver education and training, MH counseling, and travel/lodging/financial assistance when traveling with veterans to receive care, as well as potential monthly stipends for primary caregivers. However, eligibility requirements of this program (e.g., that veterans must have a 70% or higher VA disability rating, served before 1975 or after September 11, 2001, etc.) make many family members currently ineligible for this assistance.

Finally, our staff, Board members, and volunteers will learn about the above as well as the following, sharing resources with veterans/family members in need as we seek to support and partner with these:

- The VA Southeast Network, Veterans Integrated Service Network (VISN) 7, provides health care to veterans in AL, GA, and SC across 8 medical centers and 50 Community Based Outpatient Clinics. Their most recent strategic outlook specifically mentions “1.3 provide increased care to diverse veterans including those who are underserved and in urban and rural settings”, “1.4 increase access to, and use of, a broad spectrum of services that support and encourage lifelong health and wellness”, “2.1 integrate caregivers, families, and other support systems as key members of a veteran’s care team”, “2.3 enhancing continuity of care by strengthening and building relationships with internal and external partners” as key priorities. For local community action through interstate efforts, VA is expanding community-based efforts across all VISNs with the Community Engagement and Partnerships – Suicide Prevention program focused on community coalition-building combined with targeted outreach and education. VA has expanded to nine VISNs and will engage the remaining nine VISNs by the end of 2022. (southeast.va.gov.)
- On March 5, 2019, Executive Order 13861 established a 3-year effort known as PREVENTS to lead the development and implementation of a national, comprehensive roadmap to change how our nation treats mental health and understands suicide prevention. Key recommendations include “4. Develop effective partnerships across government agencies and nongovernment entities and organizations to increase capacity and impact of programs and research to empower Veterans and prevent suicide” and “7. Identify, evaluate, and promote community-based models effectively implementing evidence-informed mental health and suicide prevention programs across the country. In doing so, leverage relationships with community-based efforts, non-profit organizations, faith-based communities, and VSOs/MSOs focused on saving the lives of Veterans”. (National Veteran Suicide Prevention Annual Report; va.gov/PREVENTS/EO-13861.asp.)
- The COMPACT Act signed December 5, 2020 enables VA to implement programs, policies, and reports related to transitioning service members, suicide prevention, and crisis services; mental health education and treatment; and improvement of services for women veterans. Specific to emergency suicide care, this act will strengthen coordination of care between VCL and the Office of Community Care by furnishing emergent care to an eligible individual at a medical facility of the department, pay for emergent suicide care provided to an eligible individual at a non-department facility, and reimburse an eligible individual for emergent suicide care provided to the eligible individual at a non-department facility. (National Veteran Suicide Prevention Annual Report.)

- The Veterans Crisis Line provides 24/7 crisis services support through phone, chat, and text for all veterans, service members, National Guard and Reserve members, and their family members and friends. (veteranscrisisline.net.)

Designation of VSP Funds:

Based on the awarded amount of **\$50,000.00**, the VSP funds are designated according to the following cost categories: Administrative, Operational, and Direct Services.

- ***Administrative Expenses-*** VSP Funds that are spent on Executive/Management Staff and Administrative Support Staff salaries, salary fringe and benefits ONLY. (Note: Not more than 5% of grant award can be used for administrative costs. Includes direct and indirect charges for administration of the grant)
- ***Operational Expenditures-*** VSP funds used to conduct agency/ organizational functions that are secondary to program service delivery such as: office/warehouse lease or mortgage expenses, office supplies (pens, toner, paper, etc.), agency's utility expenses, staff transportation expenses, marketing/catalogues, etc.
- ***Direct Service Expenditures-*** VSP funds utilized to provide services directly to agency/program participants such as payments made on behalf of participants for rent, utilities, food, shelter, transportation (rentals, gas, and parking, bus drivers, participant's public transportation costs, etc.) , scholarships and day care vouchers, salaries and fringe benefits for direct service personnel (Case Managers, Educators, Subcontractors, etc.), program supplies (educational/instructional materials, paper, pencils, markers, etc.) directly consumed by participants. Program materials that may be pertinent to the scope of services of a funded program and that aid in contractor meeting contracted program outcomes are included in this definition (i.e. children's story books, educational games, puzzles, and flash cards).

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

Cost Category	Designation of VSP Funding Award	Detailed Explanation of how the Funding Award will be Expended
Administrative (5% Admin max of funds awarded.)	\$1,500.00	Consulting, Admin Support, Bank Fees, etc
Operational	\$8,000.00	Office expenses, staff transportation, marketing, insurance, etc
Direct Services	\$40,500.00	Direct payment assistance (food, mental health, etc.), program transportation, supplies, etc.
Totals	\$50,000.00	

Additional Explanation of Funding Details:

Administrative Expenses: \$1500 Total

- o \$500 Consulting Fees (Attorney, CPA, and Consultants Fees)
- o \$750 Administrative Support (administrative consultant time and Bi-weekly payroll fees)
- o \$250 Bank and Merchant Fees

Operational Expenditures: \$8000 total

- o \$2000 Office lease
- o \$200 Office supplies (Pens, toner, paper, etc.)

- o \$300 Office utilities
- o \$2100 Staff transportation expenses (Reimbursements for driving/transportation to program events, 600 miles per month @ \$.585 per mile over 6 months)
- o \$800 Marketing/catalogues (Proweaver website \$400, MS Office & Webroot \$400)
- o \$1200 Cell phone usage
- o \$1400 Insurance (General Liability and Volunteer Insurance)

Direct Service Expenses: \$40,500 total

- o \$2100 Reimbursements for program participant driving/transportation to program events (600 miles per month @ \$.585 per mile over 6 months)
- o \$13,500 Direct payment assistance (~600 of our Fulton County participants are at or below the poverty line; over 6 months, we project assisting 25% of them with rent, utilities, food, shelter, transportation; assuming average of \$15 per month each)
- o \$13,500 Direct Mental Health Reimbursement Assistance (~600 of our Fulton County participants are at or below the poverty line; over 6 months, we project assisting 25% of them with insurance co-pays, out of pocket payments to mental health professionals, etc.; assuming average of \$15 per month each)
- o \$4000 Fees for direct service personnel (MH counselors, facilitators, trainers) (\$1k continuing education certifications, \$1k professional development conference fees, \$2k Suicide Prevention/MH/Wellness courses/trainings)
- o \$2500 Program supplies directly consumed by Fulton County participants (for MH brochures, books, materials for public/clients, other office supplies e.g., paper, printer ink, children's materials for family member programs)
- o \$2100 Program Venue Space (For in-person Fulton workshops for suicide awareness, prevention and recovery if/when COVID-safe, avg ~\$300 per use, 7 times over 6 months)
- o \$400 Mailing and shipping fee for program materials
- o \$400 Criminal History Checks (for program volunteers)
- o \$1200 Program Seminar flyers, brochures, signage, printing, advertisements
- o \$800 Program Social Media expenses (Facebook, Instagram, other social media, and newspaper promotions/ad fees)

Program Performance Measures:

Self-Discovery: Pain, Positioning & Purpose, Inc. agrees to track and report program performance to the Fulton County Department of Community Development.

County Defined Performance Measure(s):

Health and Wellness: Health and Wellness Number of individuals connected to available resources to help mitigate illness and health disparities|Health and Wellness Number of individuals receiving referrals to behavioral health and other supportive services|Health and Wellness Number of individuals who report or demonstrate improved health related outcomes or other quality of life measures|Health and Wellness Number of individuals connected to Veterans Disability Benefits|Health and Wellness Number of persons participating in programs focusing on Veterans Family Members and Caregivers

The following program measures/ Key Performance Indicators (“KPI’s”) will be utilized to track and report program outcomes for the Fulton County residents supported with VSP funding, during the funding period (June 1, 2022-December 31, 2022):

Specifically, we will track and report on the following Fulton County Health and Wellness performance measures:

- Number of Veterans connected to available resources to help mitigate illness and health disparities
- Number of Veterans receiving referrals to behavioral health and other supportive services
- Number of Veterans who report or demonstrate improved health-related outcomes or other “quality of life” measures
- Number of Veterans connected to Veterans Disability Benefits
- Number of Veterans participating in programs focusing on Veterans Family Members/Caregivers

Methods and Data Collection Tools to Be Used, Goals to be Obtained

To measure outputs, we will use sign-in sheets from seminars and workshop trainings, call logs from program phonelines, and referral and client follow-up tracking logs. We will also evaluate outcomes with pre- and post-surveys to measure the transfer of knowledge to those we serve, round-table discussion and feedback notes from community trainings, and self-reports from individuals we help. We will track outcomes both for individuals we directly serve and volunteers/trainers that we train. We will seek to track these outputs and outcomes in terms of our key demographic breakdowns, asking those we serve to self-identify regarding their veteran status, racial/ethnic, religious, age, rural/suburban/urban, gender, and/or sexual preference identities, as we have already piloted with existing programs.

At present, our program evaluation form collects data with the following questions:

- 1) How strongly do you agree or disagree with this statement? After this presentation, I am more familiar with the warning signs for mental health conditions.
- 2) How strongly do you agree or disagree with this statement? After this presentation, I believe more strongly that recovery from mental illness is possible.
- 3) How strongly do you agree or disagree with this statement? After this presentation, I feel a greater sense of community with people who suffer from mental health conditions.
- 4) How strongly do you agree or disagree with this statement? I learned information that is helpful for me.
- 5) How strongly do you agree or disagree with this statement? The presenter communicated well.
- 6) How strongly do you agree or disagree with this statement? I would recommend this presentation to others.
- 7) How strongly do you agree or disagree with this statement? After this presentation, I feel that I am better able to cope with my mental health challenges.
- 8) In your own words, what information was most helpful to you? What issues do you know more about after this presentation?
- 9) Please describe the top three actions you plan to take that will help yourself or others who struggle with mental health challenges.
- 10) What other topics are you interested in learning about?
- 11) Would you like us to refer you to other mental health support services? Specifically, what kinds of mental health support do you most need help with?
- 12) Are there other organizations that you think we should partner with? Which one(s)? Do you have a contact person there? What is their name?
- 13) Would you be willing to help spread the word about SDp3 to your family, friends, community and/or share your personal experience at future events? If so, how would you most like to help?
- 14) Is there something we can do better? How did we do?

DEMOGRAPHICS

- 1) County:
- 2) Age:
- 3) Ethnicity: (Asian, Pacific Islander, African-American, Latino, Native American, Caucasian, Multi-Racial, and/or Other)

- 4) Gender Identity:
- 5) Are you a U.S. Veteran? (Yes/No and/or Family Member of Veteran)
- 6) Are you physically disabled?
- 7) Do you identify as a member of the mentally disabled community?
- 8) What language(s) do you speak?
- 9) If you have children, what is each child's age? Do you think they would benefit from our youth mental health programs?
- 10) Are you interested in becoming an SDp3 member in the following fields? (Volunteer, Trainer, Facilitator, Peer-to-Peer Mentor, and/or Photographer at Events)
- 11) For what types of issues/programs would you be most excited to engage in this way?
- 12) Please rate your SDp3 experience today
- 13) May we contact you to learn of your experience from this event?
- 14) Do you identify as low income (yearly income of \$14,000 total for a family of 1, \$18,000 for family of 2, \$23,000 for family of 3, or \$28,000 total for family of 4)

Regarding goals to be obtained, in terms of our staff, we will deem our efforts successful if Venessa Abram and key Board members achieve meaningful professional development improvements, if/when we hire additional staff to support Venessa Abram, and the extent to which staff develops professionally, supports and improves the quality of our veteran-focused offerings, helps us scale those offerings, and supports our relationships with veteran-focused partners.

In terms of those partners, we will deem our efforts successful if we end 2022 with several new partners and deepen our partnerships with them. We will have end-of-2022 evaluations for each partner relationship, determining if it remains mutually beneficial for us to continue the partnership, how to adjust our roles to better complement each other, new programs to develop/lead together, etc.

In terms of our fundraising, we will seek to enter the next fiscal year (beginning Jan 1, 2023) with net assets and cash on hand for several months' of operating expenses, just as we did entering the current fiscal year.

For each of our program offerings listed above, results we intend to track include:

- For "Ruddy's Café and Chew": Number of veterans referred to resources to help mitigate illness/health disparities, number of veterans referred to behavioral health/other supportive services, number of veterans reporting/demonstrating improved health/quality of life, number of veterans connected to Veterans Disability Benefits as well as number of veterans/volunteers engaged in mentoring/coaching and/or counseling

- For “Suicide Prevention: A Veteran's Journey”: Number of veterans referred to resources to help mitigate illness/health disparities, number of veterans referred to behavioral health/other supportive services, number of veterans reporting/demonstrating improved health/quality of life, number of veterans connected to Veterans Disability Benefits as well as number of veterans/volunteers engaged housing placement/assistance, mentoring, outreach, medical services, coaching/counseling, and/or referrals
- For “Exercise Therapy for Veterans and Families: Number of veterans/family members referred to resources to help mitigate illness/health disparities, number of veterans referred to behavioral health/other supportive services, number of veterans reporting/demonstrating improved health/quality of life, number of veterans participating in programs focusing on veterans family members/caregivers, as well as number of veterans/family members engaged in coaching/counseling, outreach, physical activities, and/or referrals
- For “Heroes and Sidekicks”: Number of veteran family members referred to resources to help mitigate illness/health disparities, number referred to behavioral health/other supportive services, number reporting/demonstrating improved health/quality of life, number participating in programs focusing on veterans family members/caregivers, as well as Number of veteran family members engaged in coaching/counseling, outreach, referrals and/or medical services
- For our targeted rural, racial/ethnic minority, women, LGBTQIA, and “young adult” (age 30 and under) veterans programs, as well as our COVID-specific offerings: Number of veterans/family members referred to resources to help mitigate illness/health disparities, number of veterans referred to behavioral health/other supportive services, number of veterans reporting/demonstrating improved health/quality of life, number of veterans participating in programs focusing on veterans family members/caregivers, as well as number of veterans/family members engaged in coaching/counseling, job placement, job training, legal services, mentoring, outreach, financial literacy education, and/or medical services.

We also aim to increase the engagement of those we serve. For instance, at our February Veterans Roundtable event with ~30 veteran women attendees, many expressed interest in taking the next step with SDp3, e.g. volunteering at our future events, participating on panels, becoming mentors, etc. One result we intend to achieve and track in 2022 is the extent to which individuals start as attendees at SDp3 events and then become volunteers or even “super volunteers” for our future offerings. We also intend to keep Board members and volunteers engaged in periodic gatherings just for them, so that they start to develop a sense of community with each other.

Another result we are focused on in 2022 is further developing our staff and Board Members. For instance, Board Member Paul Posey (detailed above) already has NAMI certification, but with your support, we hope for him to get further training this year, including WRAP and WHAM. Such training will enable him to become an even better facilitator/educator/mentor for his fellow veterans. Executive Director Venessa Abram also has professional development goals, including continuing with capacity building courses she is currently taking. We are also seeking to add more staff to support Venessa, currently our only full-time staff member.

In terms of our partners, we aim to engage with at least seven partners over the course of this Fulton County grant.

Of course, one of our top overarching goals is to prevent suicide among those we serve. To date, not one person (including veterans and those close to them) that we have served has committed suicide, and we aim to maintain this result in years to come.

Major Milestones and Schedule

SDp3 serves ~875 Fulton County residents annually. In the first three months of this project, we will focus on:

- Hiring/onboarding our new Veterans Programs Project Director (salary paid for almost entirely by our other committed veteran-program supporters, e.g., AmeriCorps)
- Developing new programs (including targeted programs for COVID and rural, racial/ethnic minority, women, LGBTQIA, and/or young adult veterans)
- Piloting our newest veterans/veteran family members programs
- Engaging evaluation and/or data consultants to enhance our outputs, outcomes, and tracking methods
- Recruiting more volunteers
- Strengthening our operating procedures (e.g., volunteer manuals) and financial systems (e.g., reimbursement methods for driving)
- Engaging with at least 150 unique Fulton County resident veterans, veteran family members, and/or veteran community members

In these first few months, our staff, Board, and volunteers will also learn more about the following resources mentioned above so that they can more knowledgeably share these resources with veterans/family members we serve, while we simultaneously seek to partner with these organizations:

- The VA Southeast Network, Veterans Integrated Service Network (VISN) 7, provides health care to veterans in AL, GA, and SC across 8 medical centers and 50 Community Based Outpatient Clinics. For local community action through interstate efforts, VA is expanding community-based efforts across all VISNs with the Community Engagement and Partnerships – Suicide Prevention program focused on community coalition-building combined with targeted outreach and education. VA has expanded to nine VISNs and will engage the remaining nine VISNs by the end of 2022. (southeast.va.gov.)
- On March 5, 2019, Executive Order 13861 established a 3-year effort known as PREVENTS to lead the development and implementation of a national, comprehensive roadmap to change how our nation treats mental health and understands suicide prevention.
- The COMPACT Act signed December 5, 2020 enables VA to implement programs, policies, and reports related to transitioning service members, suicide prevention, and crisis services; mental health education and treatment; and improvement of services for women veterans. Specific to emergency suicide care, this act will strengthen coordination of care between VCL and the Office of Community Care by furnishing emergent care to an eligible individual at a medical facility of the department, pay for emergent suicide care provided to an eligible individual at a non-department facility, and reimburse an eligible individual for emergent suicide care provided to the eligible individual at a non-department facility.
- The Veterans Crisis Line provides 24/7 crisis services support through phone, chat, and text for all veterans, service members, National Guard and Reserve members, and their family members and friends.

- Engaging with at least 300 more unique Fulton County resident veterans, veteran family members, and/or veteran community members.

About three months into this project, or halfway, we will hopefully have developed better baseline surveys for those we serve, successfully run at least 1 type of each main program monthly, engaged at least 25 unique volunteers in these programs, strengthened our procedures/systems, and deepened our relationships with prior and new partners.

In the remaining ~three months of the grant period, we intend to continue running our programs at least once monthly, tweak/improve program content and manuals, engage at least 25 more unique volunteers, evaluate/report on our output and outcome successes, and debrief/evaluate our relationships with our partners.

Finally, we also intend to hold SDp3's annual end-of-year event in December.

Agency Defined Performance Measure(s):

As for our Agency defined performance measures, we intend to evaluate impact in different ways, specific to each stakeholder. For instance, for Executive Director Venessa Abram, we will seek to evaluate her enhanced skills in volunteer recruitment/facilitation and management. For our volunteers, we will track outputs like the number of volunteers recruited, the number of volunteer "cohort" meetings, the number of community-facing SDp3 events/programs volunteers participate in, the number of events/programs volunteers develop/lead themselves, the number of organizations volunteers engage as partners, etc.

For these volunteers, we will also seek to evaluate impact in terms of outcomes, including their own greater confidence as leaders, feeling part of a community of leaders with the other volunteers, knowledge/skills/training as mental health educators/facilitators/resources, increased skills in managing their own volunteers, increased skills in developing/leading their own programs, enhanced awareness of cultural sensitivity, diversity, equity and inclusion considerations, and increased knowledge/skills when it comes to partnering with other volunteers and/or leaders/organizations outside of the SDp3 volunteers cohort.

For the broader community members that SDp3 serves, we will seek to evaluate the impact of our programs on their own feelings that they have someone "like them" to go to for mental health needs, feeling a greater sense of community with people who suffer from mental health conditions, greater confidence that recovery from mental health challenges is possible, feeling that they are better able to cope with their mental health challenges, better knowledge of warning signs for mental health conditions, increased awareness of mental health resources available/specific to their needs, practical/tangible actions they have taken/are taking/will take to improve their mental health after engaging with SDp3, interest in further engaging with SDp3 in the future, etc.

As our volunteer program continues with future cohorts, we will also seek to track the extent to which new volunteers were engaged somehow with prior cohorts of volunteers, as opposed to simply hearing of our volunteer opportunities independently. We may also track the number/percentage of programs that


newer volunteers co-lead with prior volunteers, other peer-to-peer/mentoring interactions between prior and newer volunteers, etc. We anticipate that the volunteers program will create an emerging leader pipeline, leading to longer-term, sustained impact for SDp3, volunteers, and the communities they represent.

ADDITIONAL REQUIREMENTS

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

1. Contractor agrees to develop, in conjunction with Fulton County, a process of accepting and serving Fulton County residents referred by the Youth and Community Services Division of Fulton County Government.
2. Contractor agrees to allow staff from the Fulton County Department of Community Development to conduct contract compliance site visits as necessary (announced or unannounced).
3. During the site visit, Contractor will be required to allow staff to monitor programming, as well as review client rosters / sign-in sheets and/ or Registration information that should include complete addresses of Fulton County residents served by this funding.
4. Contractor agrees to comply with the Operational Specifications outlined in the 2022 Veterans Services Program RFP 22RFP051322C-MH
5. Contractor agrees that advertising, promotions and other publicity in connection with the supported program(s) shall include the following acknowledgement: **“Funding provided in part by the Fulton County Board of Commissioners under the guidance of the Department of Community Development.”**

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

County Logo  .

Reporting

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

6. Contractor will be required to submit a completed performance report (with deadline of January 13, 2023) to adhere to the requirements outlined in the Performance Report Instructions, as well as the format provided by the Fulton County Department of Community Development. Future funding will be affected if performance reports are not submitted by stipulated due dates.
7. Contractor will be required to provide demographic information concerning the Fulton County residents served, including, but not limited to age, race/ethnicity and gender.
8. Contractor will be required to report the number of UNDUPLICATED/NEW participants directly served through the Veterans Services Program funding. **Please note:** Failure to serve the total number of participants contracted to be served with VSP funding may result in reimbursement of VSP funding to Fulton County. Failure to reimburse the funding requested will result in the ineligibility to receive future funding.
9. Contractor will be required to submit unduplicated client rosters in a spreadsheet format that includes the complete residential addresses of the Fulton County residents served with VSP funding, and LEDGERS demonstrating how Veterans Services Program funds were expended for the specified reporting period.

Expenditure of Funds

10. Contractor is prohibited from utilizing VSP funds for capital expenditures. (A “capital expenditure” is defined as: any resource not completely consumed during the contract year, i.e. computers, printers, construction, vehicles, cell phones, etc.) Program materials that may be pertinent to the scope of services of a funded program and that aid in contractor meeting contracted program outcomes are excluded from the definition of “capital expenditure” (e.g., children's story books, educational materials, games, puzzles, and flash cards).
11. Veterans Services Program funds must be expended by December 31, 2022. All funds that are not spent by this date must be reimbursed to Fulton County Government within 30 days of written request. A Contractor’s failure to adhere to this requirement will result in one or more of the following: inability to receive future funding from Fulton County, and/or legal action against the agency to recoup funding that are not reimbursed by the deadline.

ARTICLE III - COMPENSATION FOR SERVICES

(a) Fulton County agrees to pay Contractor a maximum sum of **\$50,000.00**.

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

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

(d) The Contractor agrees and understands that all expenditures must be consistent with the scope and purpose of this Agreement, and expenditures must be consistent with the guidelines and definitions established in the **Veterans Services Program Request for Proposal ("RFP")**

22RFP051322C-MH, which is hereby incorporated by reference herein and made a part of this agreement. The County reserves the right to approve and reject payment for expenditures which are not consistent with the scope and purpose of this Agreement, and which the County determines are not consistent with the guidelines and definitions established in the Veterans Services Program RFP.

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

ARTICLE IV - RECORD KEEPING

(a) Contractor shall maintain accurate records of the expenditure and disposition of funds, and such records must be in accordance with good accounting practices, and made available for inspection and audit by Fulton County at a time mutually agreeable to parties and upon thirty (30) days' notice to contractor.

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

(c) A performance report, with supportive documentation consistent with provisions of the Agreement outlined in Article II, must be provided to Fulton County no later than **January 13, 2023, for the period June 1, 2022-December 31, 2022.**

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

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

**Youth and Community Services Division
Veterans Services Program
c/o: Grants Administration
hsd.grants@fultoncountyga.gov
137 Peachtree Street, SW
Atlanta, Georgia 30303**

To Contractor:

**Self-Discovery: Pain, Positioning & Purpose, Inc.
P.O. Box 723
Suwanee, Georgia 30024**

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

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

ARTICLE V - INDEMNIFICATION

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

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

(a) This Agreement is effective on **June 1, 2022**, and shall terminate on **December 31, 2022**, unless earlier terminated in accordance with the provisions of this Agreement. Notwithstanding termination of the Agreement, Contractor is obligated to fulfill all of its obligations, including its reporting requirements.

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

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

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

(e) In the event that this agreement is terminated by Fulton County or Contractor, following the Fulton County’s determination that Contractor is not or has not been in substantial compliance with any

provision of this agreement, Contractor agrees that Fulton County shall have the right to terminate this Agreement between Fulton County and Contractor without penalty. Contractor acknowledges and agrees that Fulton County's right to terminate includes, but is not limited to, the right to withhold any and all future compensation due to Contractor pursuant to the terms of any and all other agreements between Fulton County and Contractor.

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

ARTICLE VII - INDEPENDENT CONTRACTOR STATUS

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

(b) Contractor acknowledges that **Self-Discovery: Pain, Positioning & Purpose, Inc.**, its directors, officers, employees, agents and assigns shall have no right of redress pursuant to the Personnel Rules and Regulations of Fulton County.

(c) The Contractor shall pay all sales, retail, occupational, service, excise, old age benefit and unemployment compensation taxes, consumer, use and other similar taxes, as well as any other taxes or duties on the materials, equipment, and labor for the work provided by the Contractor which are legally enacted by any municipal, county, state or federal authority, department or agency at the time bids are received, whether or not yet effective. The Contractor shall maintain records pertaining to such taxes as well as payment thereof and shall make the same available to Fulton County at all reasonable times for

inspection and copying. The Contractor shall apply for any and all tax exemptions which may be applicable and shall timely request from Fulton County such documents and information as may be necessary to obtain such tax exemptions. Fulton County shall have no liability to the Contractor for payment of any tax from which it is exempt.

ARTICLE VIII - INSURANCE

Contractor agrees to obtain, maintain and furnish to Fulton County, a Certificate of Insurance (COI) showing the required coverage during the entire term of this Agreement. All insurance limits are listed in the “Insurance and Risk Management Provisions” document, Attachment “A”, with Fulton County, Georgia added as an “Additional Insured”. The 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 IX – AMENDMENTS AND MODIFICATIONS TO CONTRACT

(a) This Agreement constitutes the entire agreement between Fulton County and Contractor, and there are no further written or oral agreements with respect thereto, no variations, amendments or modifications of this Agreement, and no waiver of its provisions, shall be valid unless in writing and signed by Fulton County’s and Contractor’s duly authorized representatives and entered into on the minutes of the Fulton County Board of Commissioners meeting.

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

ARTICLE X - SUBCONTRACTING

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

ARTICLE XI - ASSIGNABILITY

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

ARTICLE XII - SEVERABILITY OF TERMS

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

ARTICLE XIII – PRECEDENCE OF AGREEMENT

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

ARTICLE XIV - EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

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

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

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

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

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

ARTICLE XV - CAPTIONS

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

ARTICLE XVI - GOVERNING LAW

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

ARTICLE XVII - JURISDICTION

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

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


[SIGNATURES ON FOLLOWING PAGE]

Attachment A

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

OWNER:

FULTON COUNTY, GEORGIA

DocuSigned by:

 14E1B4AA5F6A44A...
 Robert L. Pitts, Chairman
 Fulton County Board of Commissioners

ATTEST:

DocuSigned by:

 EEC476C4837648D...
 Tonya R. Grier
 Clerk to the Commission

(Affix County Seal)

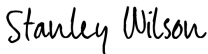


APPROVED AS TO FORM:

DocuSigned by:

 68048E0EDCEC451...
 Office of the County Attorney

APPROVED AS TO CONTENT:

DocuSigned by:

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


Please select RCS or RM from the checkbox

☒ **RCS**

CONTRACTOR:

**Self-Discovery: Pain, Positioning
& Purpose, Inc.**

VENDOR NAME

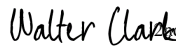
DocuSigned by: Name of Signatory: **Venessa D. Abram**

 Title of Signatory: **Executive Director**
 D0009D8685254F6...
 Authorized Signature

Please select Attest OR Notary from the checkbox

☒ **Attest**

☐ **Notary**

ATTEST:

DocuSigned by: 2nd Signatory Name: **Walter Clark**

 Title of Signatory: **Chair**
 D0009D8685254F6...

Second Authorized Signature

(Affix Corporate Seal)



ATTEST:

Notary Public

County: _____

Commission Expires: _____

(Affix Notary Seal)

ITEM#: 2022-0442	RCS: 6/15/2022	ITEM#: _____	RM: _____
RECESS MEETING		REGULAR MEETING	

STATE OF GEORGIA

COUNTY OF FULTON

FORM F: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services¹ under a contract with [insert name of prime contractor] Self Discovery: Pain, Positioning & Purpose ("SDp3") on behalf of Fulton County Government has registered with and is participating in a federal work authorization program², in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

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

1827498

EEV/Basic Pilot Program* User Identification Number

Venessa D. Abram

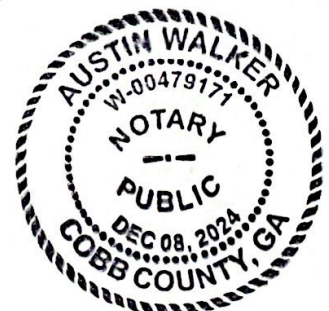
BY: Authorized Officer of Agent
(Insert Contractor Name)

SDp3 Executive Director

Title of Authorized Officer or Agent of Contractor

Venessa D. Abram

Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this 4 day of May, 2022Notary Public: [Signature]County: CobbCommission Expires: 12/08/2024

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

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/07/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER State Farm STATE FARM INSURANCE ANN PRICE AGENCY 3150 MAIN STREET SUITE 102 DULUTH GA 30096	CONTACT JOYCE ARCHER NAME: PHONE (A/C, No, Ext): 770-623-0817 FAX (A/C, No): E-MAIL ADDRESS: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td>INSURER A : State Farm Fire and Casualty Company</td> <td>25143</td> </tr> <tr> <td>INSURER B : State Farm Mutual Automobile Insurance Company</td> <td>25178</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : State Farm Fire and Casualty Company	25143	INSURER B : State Farm Mutual Automobile Insurance Company	25178	INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															
INSURED Self-Discovery: Pain, Positioning & Purpose, Inc. 4021 McGinnis Ferry Rd Apt 133 Suwanee, GA 30024															

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADD INSD	SUB WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY	X	X	91-AP-B648-2	06/26/2022	06/26/2023	EACH OCCURRENCE	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						\$ 1,000,000	
	<input checked="" type="checkbox"/> General Liability						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
B	AUTOMOBILE LIABILITY	X	X	11-1848-X42	07/07/2022	07/07/2023	COMBINED SINGLE LIMIT (Ea accident)	
	<input type="checkbox"/> ANY AUTO						\$	
	<input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY						BODILY INJURY (Per person)	\$ 1,000,000
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY						BODILY INJURY (Per accident)	\$ 1,000,000
							PROPERTY DAMAGE (Per accident)	\$ 1,000,000
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB	X	X	91-G8-D0426	07/07/2022	07/07/2023	EACH OCCURRENCE	
	<input type="checkbox"/> CLAIMS-MADE						\$ 1,000,000	
	DED <input type="checkbox"/> RETENTION \$						AGGREGATE	\$ 1,000,000
								\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N / A	N / A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N <input checked="" type="checkbox"/> N / A						\$	
	(Mandatory in NH)						E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

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

CERTIFICATE HOLDER**CANCELLATION**

Fulton Country Government 141 Pryor St SW Atlanta GA 30303-3408	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p> <p>Completed by an authorized State Farm representative. If signature is required, please contact a State Farm agent.</p>
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From: [Thomas, Carlos](#)
To: [Jed Rich](#)
Cc: stopsuicide@sd-ppp.com; "[Henderson, Atif](#)"
Subject: RE: Question re: Insurance for SDp3 for VSP
Date: Thursday, June 30, 2022 5:35:00 PM
Attachments: [image001.png](#)
[2022 VSP Insurance and Risk Management Provisions.pdf](#)

Hello Mr. Rich,

Thanks for your e-mail. The information provided appears to be sufficient. Workers Comp is not mandatory for agencies that do not have more than three employees. Please ensure that the Certificate of Insurance (COI) list Fulton County as a Certificate holder/additional insured as required in Article VIII of the contract. See sample below and on Page 2 of the attached document.

Fulton County Government
141 PRYOR ST SW
ATLANTA GA 30303-3408

Submit updated COI via the Fulton County WebGrants Online System
(<https://fulton.dullestech.net>).

Thanks



Carlos S. Thomas, CPM®

Division Manager
Youth and Community Services Division | Department of Community Development
137 Peachtree Street, SW, Atlanta | Georgia 30303
404-612-0749 (office) | 404-612-1113 (efax)
Connect with Fulton County:
[Website](#) | [Facebook](#) | [Twitter](#) | [Instagram](#) | [FGTV](#) | [#OneFulton E-News](#)

From: Jed Rich <jedrichconsulting@outlook.com>
Sent: Thursday, June 30, 2022 4:15 PM
To: Thomas, Carlos <Carlos.Thomas@fultoncountyga.gov>
Cc: stopsuicide@sd-ppp.com
Subject: Question re: Insurance for SDp3 for VSP
Importance: High

Dear Carlos,

Thanks again for your very helpful guidance when we spoke on June 22. We reached out that day to State Farm and they provided the attached quotes to us today. Self-Discovery: Pain, Positioning and Purpose ("SDp3") currently has one employee (Venessa Abram) and will soon be hiring a second, so is not subject to Georgia's Workers Comp rules.

If we move forward with the quoted policies attached, will those be sufficient for Fulton County's purposes for this grant?

Thanks in advance for your patience, as we are totally new to this!

Best,
Jed Rich (on behalf of Venessa Abram and SDp3, cc'd)

He/Him/His
JedRichConsulting@outlook.com



**FULTON
COUNTY**

CONTRACT DOCUMENTS

FOR

REQUEST FOR PROPOSAL 22RFP051322C-MH

2022 VETERANS SERVICES PROGRAM

FOR

YOUTH AND COMMUNITY SERVICES DIVISION

OF

FULTON COUNTY, GEORGIA

CONTRACT AGREEMENT

THIS AGREEMENT (“Agreement”), entered into this **1st day of June 2022**, by and between **FULTON COUNTY**, Georgia (hereinafter referred to as “Fulton County” or “County”), a political subdivision of the State of Georgia, acting by and through its Community Development Department’s Youth and Community Services Division (“YCS”), and **Veterans Empowerment Organization of Georgia, Inc.** (hereinafter referred to as “Contractor”), a corporation organized as a nonprofit, tax exempt 501(c) (3) agency, authorized to conduct business within the state of Georgia (hereinafter collectively referred to as the “Parties”).

WITNESSETH

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

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

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

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

The Agreement was approved by the Fulton County Board of Commissioners on **June 15, 2022, BOC#22-0442**.

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

INDEX OF ARTICLES

- ARTICLE 1. PARTIES AND TERM**
- ARTICLE 1. SCOPE OF CONTRACTOR'S DUTIES**
- ARTICLE 2. COMPENSATION FOR SERVICES**
- ARTICLE 3. RECORD KEEPING**
- ARTICLE 4. INDEMNIFICATION**
- ARTICLE 5. TERMINATION OF AGREEMENT FOR CAUSE**
- ARTICLE 6. INDEPENDENT CONTRACTOR STATUS**
- ARTICLE 7. INSURANCE**
- ARTICLE 8. AMENDMENTS AND MODIFICATIONS TO AGREEMENT**
- ARTICLE 9. SUBCONTRACTING**
- ARTICLE 10. ASSIGNABILITY**
- ARTICLE 11. SEVERABILITY OF TERMS**
- ARTICLE 12. PRECEDENCE OF AGREEMENT**
- ARTICLE 13. EQUAL EMPLOYMENT OPPORTUNITY**
- ARTICLE 14. CAPTIONS**
- ARTICLE 15. GOVERNING LAW**
- ARTICLE 16. JURISDICTION**

ARTICLE I - PARTIES AND TERM:

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

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

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

(d) This Agreement will remain in effect from **June 1, 2022**, until midnight **December 31, 2022**.

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

ARTICLE II - SCOPE OF CONTRACTOR'S DUTIES:

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

SCOPE OF WORK:

Veterans Services Program (VSP)

VSP Service Category: Homeless and Housing

VSP Funding Priority(ies):

Homelessness: Homelessness and Housing Veterans Homelessness

Veterans Empowerment Organization of Georgia, Inc., Operation Restoration will provide services at the following locations at specified times during the contract period of **06/01/2022** through **12/31/2022**:

Service Delivery Site(s):

Name of Program Site:	Program Location (complete physical address):	Program City	Program State	Program Zip code	Fulton County District of the program (Facility) location:	District(s) of Fulton County Residents Served by the program (facility) location:
Veterans Empowerment Organization of Georgia, Inc.	373 West Lake Avenue NW	Atlanta	GA	30318	4	1, 2, 3, 4, 5, 6

Approach and Design:

Veterans Empowerment Organization of Georgia, Inc., Operation Restoration will provide services to 36 clients that reside in Fulton County, with VSP funding.

Veterans Empowerment Organization of Georgia, Inc., Operation Restoration will provide the following activities and services in Fulton County with VSP funding:

The US Census reports that as of 2021, 42,309 veterans are living in Fulton County. More than 13% of those veterans are living in poverty.

With the support of the Fulton County Veteran Services Program, VEO intends to continue to provide transitional housing coupled with wrap around supportive services to veterans experiencing homelessness. Specifically, the Fulton County VSP funding will be used to help offset the cost of housing 36 veterans. VEO's shelter and housing models are not only designed to meet the immediate needs of the veteran of shelter, food and clothing, it provides the opportunity for the veteran to become stably housed. Once the veteran is stabilized, the veteran begins his/her journey to total restoration through the access of comprehensive supportive services including but not limited to: mental health and substance abuse assessment and counseling, assistance with obtaining vital records, accessing VA benefits, case management, job skills training, workforce development including access to training and certifications, employment placement support, employment retention support, transportation assistance and assistance with obtaining permanent housing. VEO's experienced and highly qualified staff facilitates these services to ensure the veterans receive the highest quality of care.

As a result of the VSP funding, VEO will be able to provide temporary housing coupled with supportive services to 36 Fulton County veteran residents who are either literally homeless or at risk of homelessness. Additionally, the VSP funding will support VEO's efforts of impacting the following Fulton County Government 2021-2025 Strategic Priority Areas:

- *Prevent illness by engaging in healthier behavior
- *Increase the number of individuals engaged in substance abuse treatment
- *Prevent health disparities by educating residents and connecting them to available resources
- *Increase the number of individuals receiving behavioral health services
- *Support the vulnerable residents in our social services
- *Percentage change in the homeless population.

Furthermore, with the support of the Fulton County Veterans Services Program VEO will focus on the following VSP Funding Priority:

- *Homeless and Housing Funding Priorities

1). Veterans Homelessness: includes basic needs, goods and services, emergency financial services, rental assistance, home ownership, homeless services, and transitional and permanent housing. Programs should focus on solutions to address needs to be met through existing programs.

Additionally, VEO's comprehensive wrap around programs and services address other VSP Funding Priorities including:

- *Economic Stability/Poverty

- 1). Veterans Living in Poverty
- 2). Veterans Employment and Employment Training
- 4). Veterans Financial Planning/Services

*Health and Wellness

- 1). Veteran Post Traumatic Stress Disorder
- 2). Veteran Disability Benefits
- 5). Veteran Transportation

Over the last 13 years of providing critical services to veterans, VEO has established strong partnerships with a myriad of organizations within the Fulton County area. We prioritize community relationships to jointly achieve our ambitious goals for veterans and the overall homeless population within Fulton County. Those partnerships include but are not limited to:

- *Fort McPherson VA Medical Center and Community Resource and Referral Center (CRRC)
- *United Way of Greater Atlanta - Housing Resources
- *HOPE Atlanta - CoC partner
- *Crossroads Community Ministry - housing partner
- *PCCI - SSVF partner
- *Open Doors Atlanta - housing navigating partner to access permanent housing
- *MARTA assistance program - transportation assistance
- *City of Refuge Innovation Hub - workforce certification training
- *Grady Path Team - access to additional mental health services
- *Kaiser Permanente - healthcare partner
- *Fulton County and Atlanta CoC - coordinated entry partners

Designation of VSP Funds:

Based on the awarded amount of **\$100,000.00**, the VSP funds are designated according to the following cost categories: Administrative, Operational, and Direct Services.

- ***Administrative Expenses-*** VSP Funds that are spent on Executive/Management Staff and Administrative Support Staff salaries, salary fringe and benefits ONLY. (Note: Not more than 5% of grant award can be used for administrative costs. Includes direct and indirect charges for administration of the grant)
- ***Operational Expenditures-*** VSP funds used to conduct agency/ organizational functions that are secondary to program service delivery such as: office/warehouse lease or mortgage expenses, office supplies (pens, toner, paper, etc.), agency's utility expenses, staff transportation expenses, marketing/catalogues, etc.
- ***Direct Service Expenditures-*** VSP funds utilized to provide services directly to agency/program participants such as payments made on behalf of participants for rent, utilities, food, shelter, transportation (rentals, gas, and parking, bus drivers, participant's public transportation costs, etc.) , scholarships and day care vouchers, salaries and fringe benefits for direct service personnel (Case Managers, Educators, Subcontractors, etc.), program supplies (educational/instructional materials, paper, pencils, markers, etc.) directly consumed by participants. Program materials that may be pertinent to the scope of services of a funded program and that aid in contractor meeting contracted program outcomes are included in this definition (i.e. children's story books, educational games, puzzles, and flash cards).

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

Cost Category	Designation of VSP Funding Award	Detailed Explanation of how the Funding Award will be Expended
Administrative (5% Admin max of funds awarded.)	\$4,998.00	to support the project management functions including grant compliance and financial reporting.
Operational	\$0.00	n/a
Direct Services	\$95,002.00	to support the overall cost of shelter and food for 36 veterans in the course of 6 months
Totals	\$100,000.00	

Additional Explanation of Funding Details:

Administrative - the costs associated with project management including grant compliance and reporting. - \$4,998.00

Operational - N/A

Direct Services - To support the overall costs associated with meeting the basic needs of shelter and food for 36 homeless veterans over the course of 6 months which in turn allows the veteran the opportunity to begin their journey to total restoration. \$14.46 per day x 182.5 days (a 6 month period) x 36 veterans = \$95,002

Program Performance Measures:

Veterans Empowerment Organization of Georgia, Inc. agrees to track and report program performance to the Fulton County Department of Community Development.

County Defined Performance Measure(s):

Homelessness: Homelessness Number of individuals placed in Transitional Housing

The following program measures/ Key Performance Indicators (“KPI’s”) will be utilized to track and report program outcomes for the Fulton County residents supported with VSP funding, during the funding period (June 1, 2022-December 31, 2022):

VEO's programs and services are outcome and data driven. Each program participant is assigned a Case Manager. This Case Manager works one-on-one with the veteran on a weekly basis to ensure that the veteran is accessing the supportive systems and are moving towards achieving independence and self-sufficiency. Case Managers track data on each veteran through the Homeless Management Information System (HMIS) Client Track, a collaboration of data and information sharing that is currently used by seven states to track more than 225,000 homeless individuals per year. This also helps to link consumers into the broader homelessness network of tracking and case management. Additionally, Case Managers meet with other VEO direct service delivery staff through an Interdisciplinary Team meeting to review program participant's status and determines areas of strength and where improvements and additional services are needed. This approach ensures that individual service plan (ISP) goals are met and the veteran successfully completes VEO's housing program and is able to move into permanent housing and live independently. VEO's monthly evaluative process determines program effectiveness of the selected interventions and strategies of current program participants. This allows for adjustments and realignment as necessary which documenting the process. All program staff are goal and objective driven with the knowledge that intervention is paramount in evaluating the outcomes and process of the performance measure. VEO's Case Managers utilize the Client Track (HMIS) system to enter veteran's information and data on a weekly basis. The tracking system provides a number of reports that VEO utilizes to evaluate program metrics, benchmarks and success. VEO's key performance indicators include: tracking each veteran's disabilities/barriers; the reason for homelessness; income upon entry to and exit from the program; the number of program participant's who participate in job skills training, financial literacy, life skills workshops, the number who receive benefits, the number of program participants who receive job training and certifications; the number of program participants who secure employment; the number who move into permanent or permanent supportive housing; the number of program participants who maintain housing stability and the number of family reunifications.

Agency Defined Performance Measure(s):

Through the support of the Fulton County Veteran Services Program (VSP) VEO will*Provide transitional housing to 36 veterans who are experiencing homelessness*Provide Case Management supportive services to these 36 veterans along with another 114 veterans being served through VEO's transitional housing program.*90-180 day average length of stay in transitional housing (national average is twenty-four months)*98% of program participants will successfully complete the VEO housing program.*80% of


program participants will obtain permanent or permanent supportive housing.*80% of program participants will obtain employment and maintain stability for a minimum of 9 months.

ADDITIONAL REQUIREMENTS

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

1. Contractor agrees to develop, in conjunction with Fulton County, a process of accepting and serving Fulton County residents referred by the Youth and Community Services Division of Fulton County Government.
2. Contractor agrees to allow staff from the Fulton County Department of Community Development to conduct contract compliance site visits as necessary (announced or unannounced).
3. During the site visit, Contractor will be required to allow staff to monitor programming, as well as review client rosters / sign-in sheets and/ or Registration information that should include complete addresses of Fulton County residents served by this funding.
4. Contractor agrees to comply with the Operational Specifications outlined in the 2022 Veterans Services Program RFP 22RFP051322C-MH
5. Contractor agrees that advertising, promotions and other publicity in connection with the supported program(s) shall include the following acknowledgement: **“Funding provided in part by the Fulton County Board of Commissioners under the guidance of the Department of Community Development.”**

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

County Logo  .

Reporting

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

6. Contractor will be required to submit a completed performance report (with deadline of January 13, 2023) to adhere to the requirements outlined in the Performance Report Instructions, as well as the format provided by the Fulton County Department of Community Development. Future funding will be affected if performance reports are not submitted by stipulated due dates.
7. Contractor will be required to provide demographic information concerning the Fulton County residents served, including, but not limited to age, race/ethnicity and gender.
8. Contractor will be required to report the number of UNDUPLICATED/NEW participants directly served through the Veterans Services Program funding. **Please note:** Failure to serve the total number of participants contracted to be served with VSP funding may result in reimbursement of VSP funding to Fulton County. Failure to reimburse the funding requested will result in the ineligibility to receive future funding.
9. Contractor will be required to submit unduplicated client rosters in a spreadsheet format that includes the complete residential addresses of the Fulton County residents served with VSP funding, and LEDGERS demonstrating how Veterans Services Program funds were expended for the specified reporting period.

Expenditure of Funds

10. Contractor is prohibited from utilizing VSP funds for capital expenditures. (A “capital expenditure” is defined as: any resource not completely consumed during the contract year, i.e. computers, printers, construction, vehicles, cell phones, etc.) Program materials that may be pertinent to the scope of services of a funded program and that aid in contractor meeting contracted program outcomes are excluded from the definition of “capital expenditure” (e.g., children's story books, educational materials, games, puzzles, and flash cards).
11. Veterans Services Program funds must be expended by December 31, 2022. All funds that are not spent by this date must be reimbursed to Fulton County Government within 30 days of written request. A Contractor’s failure to adhere to this requirement will result in one or more of the following: inability to receive future funding from Fulton County, and/or legal action against the agency to recoup funding that are not reimbursed by the deadline.

ARTICLE III - COMPENSATION FOR SERVICES

(a) Fulton County agrees to pay Contractor a maximum sum of **\$100,000.00**.

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

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

(d) The Contractor agrees and understands that all expenditures must be consistent with the scope and purpose of this Agreement, and expenditures must be consistent with the guidelines and definitions established in the **Veterans Services Program Request for Proposal ("RFP")**

22RFP051322C-MH, which is hereby incorporated by reference herein and made a part of this agreement. The County reserves the right to approve and reject payment for expenditures which are not consistent with the scope and purpose of this Agreement, and which the County determines are not consistent with the guidelines and definitions established in the Veterans Services Program RFP.

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

ARTICLE IV - RECORD KEEPING

(a) Contractor shall maintain accurate records of the expenditure and disposition of funds, and such records must be in accordance with good accounting practices, and made available for inspection and audit by Fulton County at a time mutually agreeable to parties and upon thirty (30) days' notice to contractor.

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

(c) A performance report, with supportive documentation consistent with provisions of the Agreement outlined in Article II, must be provided to Fulton County no later than **January 13, 2023, for the period June 1, 2022-December 31, 2022.**

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

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

**Youth and Community Services Division
Veterans Services Program
c/o: Grants Administration
hsd.grants@fultoncountyga.gov
137 Peachtree Street, SW
Atlanta, Georgia 30303**

To Contractor:

**Veterans Empowerment Organization of Georgia, Inc.
373 W. Lake Avenue, NW
Atlanta, Georgia 30318**

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

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

ARTICLE V - INDEMNIFICATION

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

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

(a) This Agreement is effective on **June 1, 2022**, and shall terminate on **December 31, 2022**, unless earlier terminated in accordance with the provisions of this Agreement. Notwithstanding termination of the Agreement, Contractor is obligated to fulfill all of its obligations, including its reporting requirements.

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

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

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

(e) In the event that this agreement is terminated by Fulton County or Contractor, following the Fulton County’s determination that Contractor is not or has not been in substantial compliance with any provision of this agreement, Contractor agrees that Fulton County shall have the right to terminate this Agreement between Fulton County and Contractor without penalty. Contractor acknowledges and agrees

that Fulton County's right to terminate includes, but is not limited to, the right to withhold any and all future compensation due to Contractor pursuant to the terms of any and all other agreements between Fulton County and Contractor.

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

ARTICLE VII - INDEPENDENT CONTRACTOR STATUS

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

(b) Contractor acknowledges that **Veterans Empowerment Organization of Georgia, Inc.**, its directors, officers, employees, agents and assigns shall have no right of redress pursuant to the Personnel Rules and Regulations of Fulton County.

(c) The Contractor shall pay all sales, retail, occupational, service, excise, old age benefit and unemployment compensation taxes, consumer, use and other similar taxes, as well as any other taxes or duties on the materials, equipment, and labor for the work provided by the Contractor which are legally enacted by any municipal, county, state or federal authority, department or agency at the time bids are received, whether or not yet effective. The Contractor shall maintain records pertaining to such taxes as well as payment thereof and shall make the same available to Fulton County at all reasonable times for inspection and copying. The Contractor shall apply for any and all tax exemptions which may be applicable and shall timely request from Fulton County such documents and information as may be necessary to obtain

such tax exemptions. Fulton County shall have no liability to the Contractor for payment of any tax from which it is exempt.

ARTICLE VIII - INSURANCE

Contractor agrees to obtain, maintain and furnish to Fulton County, a Certificate of Insurance (COI) showing the required coverage during the entire term of this Agreement. All insurance limits are listed in the “Insurance and Risk Management Provisions” document, Attachment “A”, with Fulton County, Georgia added as an “Additional Insured”. The 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 IX – AMENDMENTS AND MODIFICATIONS TO CONTRACT

(a) This Agreement constitutes the entire agreement between Fulton County and Contractor, and there are no further written or oral agreements with respect thereto, no variations, amendments or modifications of this Agreement, and no waiver of its provisions, shall be valid unless in writing and signed by Fulton County’s and Contractor’s duly authorized representatives and entered into on the minutes of the Fulton County Board of Commissioners meeting.

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

ARTICLE X - SUBCONTRACTING

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

ARTICLE XI - ASSIGNABILITY

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

ARTICLE XII - SEVERABILITY OF TERMS

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

ARTICLE XIII – PRECEDENCE OF AGREEMENT

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

ARTICLE XIV - EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

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

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

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

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

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

ARTICLE XV - CAPTIONS

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

ARTICLE XVI - GOVERNING LAW

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

ARTICLE XVII - JURISDICTION

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

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

[SIGNATURES ON FOLLOWING PAGE]

Attachment A

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

OWNER:

FULTON COUNTY, GEORGIA

DocuSigned by:

 14F1B4AA5F6A44A...
 Robert L. Pitts, Chairman
 Fulton County Board of Commissioners

ATTEST:

DocuSigned by:

 EEC476C4837648D...
 Tonya R. Grier
 Clerk to the Commission

(Affix County Seal)




APPROVED AS TO FORM:

DocuSigned by:

 68048E0EDCEC451...
 Office of the County Attorney

APPROVED AS TO CONTENT:

DocuSigned by:

 5F4D76DFB4A0450...
 Stanley Wilson, Director
 Fulton County Department of
 Community Development


Please select RCS or RM from the checkbox

☒ **RCS**

CONTRACTOR:

**Veterans Empowerment
 Organization of Georgia, Inc.**

VENDOR NAME


DocuSigned by: Name of Signatory: **Anthony Kimbrough**

 C4053A66F63B423...
 Tony Kimbrough, CEO
 Authorized Signature

Please select Attest OR Notary from the checkbox

☒ **Attest**

☐ **Notary**

ATTEST:

DocuSigned by: 2nd Signatory Name: **Don Gibson**

 354EEE64E48E448...
 Don Gibson, CFO
 Second Authorized Signature

DocuSigned by:

(Affix Corporate Seal)



ATTEST:

Notary Public

County: _____

Commission Expires: _____

(Affix Notary Seal)

ITEM#: 2022-0442	RCS: 6/15/2022	ITEM#: _____	RM: _____
RECESS MEETING		REGULAR MEETING	

STATE OF GEORGIA

COUNTY OF FULTON

FORM F: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services¹ under a contract with insert name of prime contractor VETERANS EMPOWERMENT ORGANIZATION on behalf of Fulton County Government has registered with and is participating in a federal work authorization program², in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

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

1480118
EEV/Basic Pilot Program* User Identification Number

[Signature]
BY: Authorized Officer of Agent
(Insert Contractor Name)

CHIEF EXECUTIVE OFFICER
Title of Authorized Officer or Agent of Contractor

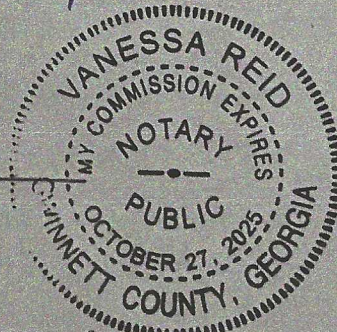
TONY KIMBROUGH
Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this 12th day of May, 2022

Notary Public: Vanessa Reid

County: Gwinnett

Commission Expires: October 27, 2025



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

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

STATE OF GEORGIA

COUNTY OF FULTON

FORM G: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services³ under a contract with [insert name of prime contractor] VETERANS EMPOWERMENT ORGANIZATION behalf of Fulton County Government has registered with and is participating in a federal work authorization program⁴, in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

1480110
EEV/Basic Pilot Program* User Identification Number

[Signature]
BY: Authorized Officer of Agent
(Insert Subcontractor Name)

CHIEF EXECUTIVE OFFICER
Title of Authorized Officer or Agent of Subcontractor

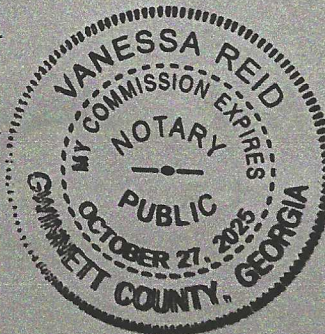
TONY KIMBROUGH
Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this 12th day of May, 2022

Notary Public: Vanessa Reid

County: Gwinnett

Commission Expires: October 27, 2025



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

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

VETEEMP-01

HERRINGJ



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/7/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Insurance Office of America 100 Galleria Parkway Suite 600 Atlanta, GA 30339	CONTACT NAME: Joshua Herring PHONE (A/C, No, Ext): (770) 250-0170 FAX (A/C, No): E-MAIL ADDRESS: Joshua.Herring@ioausa.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED Veterans Empowerment Organization of Georgia, Inc. 373 West Lake Avenue NW Atlanta, GA 30318	INSURER A: Arch Insurance Company	
	INSURER B: State Auto Mutual Ins. Co.	
	INSURER C: Service American Indemnity Company	
	INSURER D: Twin City Fire Insurance Company	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Professional Agg Limit <input checked="" type="checkbox"/> TRIA Included GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: Professional Liability Included	X		AAPKG0046603	7/1/2021	7/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 SEXUAL ABUSE \$ 1,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			10082914CA	7/1/2021	7/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			AAFXS0046603	7/1/2021	7/1/2022	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	SATIS0432800	5/8/2021	5/8/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Directors & Officers			20 KM 0330644 21	7/1/2021	7/1/2022	Aggregate 1,000,000
D	Employment Practices			20 KM 0330644 21	7/1/2021	7/1/2022	Aggregate 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Fulton County Government its Officials, Officers and Employees are Additional Insured for General Liability coverage per written contract per form 00 GL0295 00 11 17. The Umbrella policy has a \$0 retention.

CERTIFICATE HOLDER

CANCELLATION

Fulton County Government 141 Pryor Street SW Atlanta, GA 30303-3408	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE



**FULTON
COUNTY**

CONTRACT DOCUMENTS

FOR

REQUEST FOR PROPOSAL 22RFP051322C-MH

2022 VETERANS SERVICES PROGRAM

FOR

YOUTH AND COMMUNITY SERVICES DIVISION

OF

FULTON COUNTY, GEORGIA

CONTRACT AGREEMENT

THIS AGREEMENT (“Agreement”), entered into this **1st day of June 2022**, by and between **FULTON COUNTY**, Georgia (hereinafter referred to as “Fulton County” or “County”), a political subdivision of the State of Georgia, acting by and through its Community Development Department’s Youth and Community Services Division (“YCS”), and **Project Community Connections, Inc.** (hereinafter referred to as “Contractor”), a corporation organized as a nonprofit, tax exempt 501(c) (3) agency, authorized to conduct business within the state of Georgia (hereinafter collectively referred to as the “Parties”).

WITNESSETH

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

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

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

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

The Agreement was approved by the Fulton County Board of Commissioners on **June 15, 2022, BOC#22-0442**.

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

INDEX OF ARTICLES

- ARTICLE 1. PARTIES AND TERM**
- ARTICLE 1. SCOPE OF CONTRACTOR'S DUTIES**
- ARTICLE 2. COMPENSATION FOR SERVICES**
- ARTICLE 3. RECORD KEEPING**
- ARTICLE 4. INDEMNIFICATION**
- ARTICLE 5. TERMINATION OF AGREEMENT FOR CAUSE**
- ARTICLE 6. INDEPENDENT CONTRACTOR STATUS**
- ARTICLE 7. INSURANCE**
- ARTICLE 8. AMENDMENTS AND MODIFICATIONS TO AGREEMENT**
- ARTICLE 9. SUBCONTRACTING**
- ARTICLE 10. ASSIGNABILITY**
- ARTICLE 11. SEVERABILITY OF TERMS**
- ARTICLE 12. PRECEDENCE OF AGREEMENT**
- ARTICLE 13. EQUAL EMPLOYMENT OPPORTUNITY**
- ARTICLE 14. CAPTIONS**
- ARTICLE 15. GOVERNING LAW**
- ARTICLE 16. JURISDICTION**

ARTICLE I - PARTIES AND TERM:

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

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

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

(d) This Agreement will remain in effect from **June 1, 2022**, until midnight **December 31, 2022**.

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

ARTICLE II - SCOPE OF CONTRACTOR'S DUTIES:

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

SCOPE OF WORK:

Veterans Services Program (VSP)

VSP Service Category: Homeless and Housing

VSP Funding Priority(ies):

Homelessness: Homelessness and Housing Veterans Homelessness

Project Community Connections, Inc., PCCI Homeless Veterans Program will provide services at the following locations at specified times during the contract period of **06/01/2022** through **12/31/2022**:

Service Delivery Site(s):

Name of Program Site:	Program Location (complete physical address):	Program City	Program State	Program Zip code	Fulton County District of the program (Facility) location:	District(s) of Fulton County Residents Served by the program (facility) location:
Tenant-Based Scattered Site Apartments in Fulton County	302 Decatur Street SE	Atlanta	GA	30312	5	4, 5, 6

Approach and Design:

Project Community Connections, Inc., PCCI Homeless Veterans Program will provide services to **40** clients that reside in Fulton County, with VSP funding.

Project Community Connections, Inc., PCCI Homeless Veterans Program will provide the following activities and services in Fulton County with VSP funding:

PCCI will begin Homeless Prevention activities for Fulton County Veterans immediately upon confirmation of the funding award. While the Fulton VSP funded portion of this project will end December 31, 2022, clients enrolled will continue to receive SSVF support on average for 11 months after their initial enrollment. This project falls under the Homeless and Housing service category for the Veterans Services Program and aligns with Fulton County's commitment in making homelessness rare, brief and nonrecurring. Our work will address the funding priority of Veteran Homelessness by stabilizing the housing situation of 20 Veteran households in Fulton County using VSP funding while leveraging our traditional SSVF funding to connect these households to necessary ancillary services.

Project Approach and Design:

Client Screening and Enrollment

PCCI will target those households that are at imminent risk of literal homelessness within 30 days, have no subsequent residence identified, and lack the resources or support networks needed to obtain other housing. Using our Homeless Prevention Screening Tool, PCCI will identify and provide rental and arrear assistance for 20 Veteran households – 40 individuals – in Fulton County who meet this criteria. Veterans at imminent risk for losing their housing, Veterans with disabilities, with extremely low-income or no income, and Veterans with other barriers to stability (e.g., felony convictions) will be given priority in receiving services. PCCI will identify clients through collaboration with the VA's Community Resource and Referral Center, located at Fort McPherson in Atlanta, which regularly provides PCCI the contact information of Veterans that need services homelessness prevention intervention. Additionally, PCCI will make information regarding the Fulton County VSP funded project available on our website, with Fulton County Veteran clients having the ability to self-refer through an online referral link.

Once clients are enrolled, PCCI will immediately engage with landlords in order to advocate for the clients' housing stability and determine if a repayment plan for delinquent rent would be an option in order to maintain their current housing. PCCI will use Fulton County VSP funds to pay these arrears and provide rental assistance on average of \$4,750 per household. By paying these arrears and developing repayment plans with landlords, PCCI will immediately eliminate the risk of eviction and stabilize the housing situation for these households – aligning with Fulton County's *Homelessness and Housing* funding priority.

Additionally, PCCI will simultaneously enroll all clients into our Supportive Services for Veteran Families (SSVF) program. PCCI's SSVF program is not limited to Fulton County residents, but also serves Veterans in the City of Atlanta, Clayton County, DeKalb County, Douglas County, Gwinnet County, Henry County, and Rockdale Counties. By using Fulton County VSP funding, PCCI will be able to enroll more Fulton County residents than we otherwise would be able to into SSVF.

By leveraging SSVF funds, PCCI will be able to provide these 20 households with intensive case management, comprehensive legal services, healthcare navigation, as well as additional TFA assistance (rent, security deposits, utility deposits, and utility payments). Households that require less intensive case management may be assisted with SSVF shallow subsidy funds, which provide smaller rental assistant subsidies for 24 months.

Case Management and Follow-Up Services

PCCI participants achieve positive housing stability outcomes by offering flexible services tailored to household's needs, strengths and interests. Individualized Service Plans (ISP) are developed with participants in collaboration with a PCCI housing coordinator (case manager) and details the household's short and long term goals. We work with our clients to create housing stability plans to provide the financial blueprint to achieve the goals identified. ISPs set both short-and-long-term goals including but not limited to addressing credit issues, past evictions, utility arrears, legal issues, and securing employment or accessing benefits in order to stabilize in housing. Housing coordinators maintain regular contact with each household to ensure ongoing housing stability and preventing an occurrence of homelessness.

PCCI tracks a participant's progress on their ISP monthly and makes "warm handoffs" or "active referrals" to partner agencies in instances where the client's needs exceed our in-house skillsets.

Adhering to the Housing First program model with a progressive engagement approach - our first and primary concern is to assist participants in obtaining permanent and stable housing while providing the right amount of assistance. Services are not contingent on compliance with mandated therapies or other interventions. Supportive services that are offered (but not required) include the following: counseling participants about housing, assisting in understanding leases, securing utilities, making moving arrangements, mediation and outreach to property owners related to locating and retaining housing. Starting with the least amount of assistance and progressively increasing as needed, we also may provide rental assistance, security or utility deposits, moving costs, emergency housing or general housing stability assistance.

PCCI is committed to helping clients achieve permanent housing stability by providing coaching, training, and connecting clients to job opportunities so that clients can increase their earned income. One of the first things each housing coordinator/case manager will do is help remove barriers to employment for participants. For example, PCCI recognizes the importance of offering easily accessible "soft skills" training to clients who have little or no experience in the work force. These skill training sessions help prepare clients to seek and secure stable employment.

Additionally, PCCI works collaboratively with other community partners and agencies and actively refers clients to First Step, ACSS, Strive, Georgia Works, Atlanta Workforce Development and the VEO to provide eligible clients with employment and job placement services. PCCI will also refer clients for this project to Veteran specific employment programs such as the Goodwill Veterans program and the Compensated Work Therapy program where they can earn a supplemental income while gaining work experience and job placement. Coordinated services like these enable us to successfully move clients along the continuum from crisis to stability.

PCCI provides Veterans with Health Care Navigation services to assist Veterans in gaining entry to the VA health care system (including mental health care) or community care when Veterans are not eligible for VHA. We aid Veterans in identifying and overcoming challenges to accessing health care or adhering to recommended health care plans. We assist Veterans with their health care enrollment, help gain access to appointments, identify barriers to health goals, and ensure the coordination of care between health providers and our clients. Connecting Veterans to mental and primary care services is a crucial element in reaching stability.

PCCI has officially expanded its services to include legal referrals and direct legal assistance through work with the Atlanta Legal Aid Society. This new partnership will guarantee our SSVF program clients' direct access to legal services and counseling that will help veterans as they face legal challenges that have traditionally presented barriers to their housing stability.

Program Exit

Prior to program exit, program staff work with Veterans to create a "Reasonable Plan" for continued long-term housing stability. The plan addresses participants' ongoing needs and risk factors that can impact a household's stability. By providing Veterans with comprehensive, client-centered services that provide the right combination of resources and support, we are helping Veteran households make meaningful progress towards achieving long-term economic and housing stability.

To support our efforts we can proudly report that in the last year, 87.88% of veteran households targeted with homeless prevention using SSVF funding were permanently and stably housed at program exit.

Designation of VSP Funds:

Based on the awarded amount of **\$100,000.00**, the VSP funds are designated according to the following cost categories: Administrative, Operational, and Direct Services.

- ***Administrative Expenses-*** VSP Funds that are spent on Executive/Management Staff and Administrative Support Staff salaries, salary fringe and benefits ONLY. (Note: Not more than 5% of grant award can be used for administrative costs. Includes direct and indirect charges for administration of the grant)
- ***Operational Expenditures-*** VSP funds used to conduct agency/ organizational functions that are secondary to program service delivery such as: office/warehouse lease or mortgage expenses, office supplies (pens, toner, paper, etc.), agency's utility expenses, staff transportation expenses, marketing/catalogues, etc.
- ***Direct Service Expenditures-*** VSP funds utilized to provide services directly to agency/program participants such as payments made on behalf of participants for rent, utilities, food, shelter, transportation (rentals, gas, and parking, bus drivers, participant's public transportation costs, etc.) , scholarships and day care vouchers, salaries and fringe benefits for direct service personnel (Case Managers, Educators, Subcontractors, etc.), program supplies (educational/instructional materials, paper, pencils, markers, etc.) directly consumed by participants. Program materials that may be pertinent to the scope of services of a funded program and that aid in contractor meeting contracted program outcomes are included in this definition (i.e. children's story books, educational games, puzzles, and flash cards).

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

Cost Category	Designation of VSP Funding Award	Detailed Explanation of how the Funding Award will be Expended
Administrative (5% Admin max of funds awarded.)	\$5,000.00	Grant Management and Reporting Expenses
Operational	\$0.00	N/A
Direct Services	\$95,000.00	Fulton County Veteran Homeless Prevention - Temporary Financial Assistance (rental arrears, rental payments)
Totals	\$100,000.00	

Additional Explanation of Funding Details:

PCCI will spend 95% of VSP funding on Direct Services. The Direct Services line item will include the payment of arrears and rental assistance for 20 Veteran households (40 individuals) in Fulton County at an average of \$4,750 per household. By paying these arrears and developing repayment plans with landlords, PCCI will immediately eliminate the risk of homelessness and stabilize the housing situation for these households - aligning with Fulton County's Homelessness and Housing funding priority.

\$5,000 of the total award will go to Administrative, including grant management and reporting expenses.

Proposed Fulton County VSP Budgetary Schedule/Timeline

July - \$833.33 - Administration
\$23,750 - Direct Services

August - \$833.33 - Administration
\$23,750 - Direct Services

September - \$833.33 - Administration
\$23,750 - Direct Services

October - \$833.33 - Administration
\$14,250 - Direct Services

November - \$833.33 - Administration
\$4,750 - Direct Services

December - \$833.35 - Administration
\$4,750 - Direct Services

Program Performance Measures:

Project Community Connections, Inc. agrees to track and report program performance to the Fulton County Department of Community Development.

County Defined Performance Measure(s):

Homelessness: Homelessness Number of potential instances of homelessness prevented|Homelessness Number of individuals whose barriers to self sufficiency are eliminated or reduced paths to self sufficiency created

The following program measures/ Key Performance Indicators (“KPI’s”) will be utilized to track and report program outcomes for the Fulton County residents supported with VSP funding, during the funding period (June 1, 2022-December 31, 2022):

PCCI will begin Homeless Prevention activities for Fulton County Veterans immediately upon confirmation of the funding award. As envisioned, the VSP funded portion of this project will run from 07/01/2022 to 12/31/2022, but clients enrolled will continue to receive SSVF support on average for 11 months after their initial enrollment. (Please see attached comprehensive milestone timeline).

Project Goal Milestones:

(1) Immediately stabilize housing for 20 Fulton County Veteran households and prevent their literal homelessness.

As envisioned, VSP funding will be used to pay arrears and provide rental assistance for 5 households in July, 5 households in August, 5 households in September, 3 households in October, 1 household in November, and 1 household in December

(2) Enroll 20 Fulton County Veteran households into SSVF - All VSP funded households will be enrolled into SSVF.

(3) Provide Fulton County Veteran Households with SSVF funded Case Management and Follow-up Services

(4) Households increase or maintain household income during enrollment

(5) Households increase mainstream benefits for households served

(6) Connect households to mental and physical health services

(7) When applicable, connect Veteran household to SSVF Shallow Subsidy for 24 months

This project falls under the *Homeless and Housing Funding Priority* for VSP funding and aligns with the County’s commitment to making homelessness rare, brief and nonrecurring. Project Community Connections will track and report the following performance measures throughout the contract period:

County Defined Project Performance Measurements to be Reported:

- 1: The number of potential instances of homelessness prevented
- 2: The number of Veterans whose barriers to self-sufficiency are eliminated or reduced paths to self sufficiency created

Tracking Key Performance Indicators:

PCCI utilizes an evidence-based approach to improving housing outcomes, increasing self- sufficiency, and reducing homelessness. PCCI meticulously collects and enters all client outcome data into the HMIS platform, ClientTrack. All agency staff is required to be fully trained on using this platform, as well as confidentiality practices prior to accessing the system. The accurate data monitoring is crucial for programmatic evaluation for improving housing outcomes and increasing self-sufficiency.

Case managers at PCCI will record all relevant demographic data during initial assessment. Case Managers utilizes this information to provide appropriate services and housing search for the client, as well as make appropriate referrals for job assessment.

The Director of Compliance and Program Manager will review outcome data during “initial,” “housed,” and “discharge” file reviews to track program performance, as well as to ensure the accuracy and completion. Management teams complete weekly staff meetings with housing coordinators to discuss individual cases and discuss larger impediments to reducing barriers to meet program goals.

The Program Manager and staff review monthly program reports at the end of each month. This data is also reconciled with our financial general ledgers by the Director of Accounting to ensure the accurate recording of all services provided. In this way, PCCI we will monitor and report the number the performance measurements identified in this application to the Fulton County Department of Community Development.

Agency Defined Performance Measure(s):


PCCI Defined Project Performance Measurements to be Reported:1: The number of households exited to permanent housing2: The number Veterans connected to health services3: The number or Veterans connected to mainstream benefits

ADDITIONAL REQUIREMENTS

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

1. Contractor agrees to develop, in conjunction with Fulton County, a process of accepting and serving Fulton County residents referred by the Youth and Community Services Division of Fulton County Government.
2. Contractor agrees to allow staff from the Fulton County Department of Community Development to conduct contract compliance site visits as necessary (announced or unannounced).
3. During the site visit, Contractor will be required to allow staff to monitor programming, as well as review client rosters / sign-in sheets and/ or Registration information that should include complete addresses of Fulton County residents served by this funding.
4. Contractor agrees to comply with the Operational Specifications outlined in the 2022 Veterans Services Program RFP 22RFP051322C-MH
5. Contractor agrees that advertising, promotions and other publicity in connection with the supported program(s) shall include the following acknowledgement: **“Funding provided in part by the Fulton County Board of Commissioners under the guidance of the Department of Community Development.”**

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

County Logo  .

Reporting

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

6. Contractor will be required to submit a completed performance report (with deadline of January 13, 2023) to adhere to the requirements outlined in the Performance Report Instructions, as well as the format provided by the Fulton County Department of Community Development. Future funding will be affected if performance reports are not submitted by stipulated due dates.
7. Contractor will be required to provide demographic information concerning the Fulton County residents served, including, but not limited to age, race/ethnicity and gender.
8. Contractor will be required to report the number of UNDUPLICATED/NEW participants directly served through the Veterans Services Program funding. **Please note:** Failure to serve the total number of participants contracted to be served with VSP funding may result in reimbursement of VSP funding to Fulton County. Failure to reimburse the funding requested will result in the ineligibility to receive future funding.
9. Contractor will be required to submit unduplicated client rosters in a spreadsheet format that includes the complete residential addresses of the Fulton County residents served with VSP funding, and LEDGERS demonstrating how Veterans Services Program funds were expended for the specified reporting period.

Expenditure of Funds

10. Contractor is prohibited from utilizing VSP funds for capital expenditures. (A “capital expenditure” is defined as: any resource not completely consumed during the contract year, i.e. computers, printers, construction, vehicles, cell phones, etc.) Program materials that may be pertinent to the scope of services of a funded program and that aid in contractor meeting contracted program outcomes are excluded from the definition of “capital expenditure” (e.g., children's story books, educational materials, games, puzzles, and flash cards).
11. Veterans Services Program funds must be expended by December 31, 2022. All funds that are not spent by this date must be reimbursed to Fulton County Government within 30 days of written request. A Contractor’s failure to adhere to this requirement will result in one or more of the following: inability to receive future funding from Fulton County, and/or legal action against the agency to recoup funding that are not reimbursed by the deadline.

ARTICLE III - COMPENSATION FOR SERVICES

(a) Fulton County agrees to pay Contractor a maximum sum of **\$100,000.00**.

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

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

(d) The Contractor agrees and understands that all expenditures must be consistent with the scope and purpose of this Agreement, and expenditures must be consistent with the guidelines and definitions established in the **Veterans Services Program Request for Proposal ("RFP")**

22RFP051322C-MH, which is hereby incorporated by reference herein and made a part of this agreement. The County reserves the right to approve and reject payment for expenditures which are not consistent with the scope and purpose of this Agreement, and which the County determines are not consistent with the guidelines and definitions established in the Veterans Services Program RFP.

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

ARTICLE IV - RECORD KEEPING

(a) Contractor shall maintain accurate records of the expenditure and disposition of funds, and such records must be in accordance with good accounting practices, and made available for inspection and audit by Fulton County at a time mutually agreeable to parties and upon thirty (30) days' notice to contractor.

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

(c) A performance report, with supportive documentation consistent with provisions of the Agreement outlined in Article II, must be provided to Fulton County no later than **January 13, 2023, for the period June 1, 2022-December 31, 2022.**

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

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

**Youth and Community Services Division
Veterans Services Program
c/o: Grants Administration
hsd.grants@fultoncountygva.gov
137 Peachtree Street, SW
Atlanta, Georgia 30303**

To Contractor:

**Project Community Connections, Inc.
PO Box 525
Snellville, Georgia 30078**

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

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

ARTICLE V - INDEMNIFICATION

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

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

(a) This Agreement is effective on **June 1, 2022**, and shall terminate on **December 31, 2022**, unless earlier terminated in accordance with the provisions of this Agreement. Notwithstanding termination of the Agreement, Contractor is obligated to fulfill all of its obligations, including its reporting requirements.

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

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

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

(e) In the event that this agreement is terminated by Fulton County or Contractor, following the Fulton County’s determination that Contractor is not or has not been in substantial compliance with any provision of this agreement, Contractor agrees that Fulton County shall have the right to terminate this Agreement between Fulton County and Contractor without penalty. Contractor acknowledges and agrees

that Fulton County's right to terminate includes, but is not limited to, the right to withhold any and all future compensation due to Contractor pursuant to the terms of any and all other agreements between Fulton County and Contractor.

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

ARTICLE VII - INDEPENDENT CONTRACTOR STATUS

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

(b) Contractor acknowledges that **Project Community Connections, Inc.**, its directors, officers, employees, agents and assigns shall have no right of redress pursuant to the Personnel Rules and Regulations of Fulton County.

(c) The Contractor shall pay all sales, retail, occupational, service, excise, old age benefit and unemployment compensation taxes, consumer, use and other similar taxes, as well as any other taxes or duties on the materials, equipment, and labor for the work provided by the Contractor which are legally enacted by any municipal, county, state or federal authority, department or agency at the time bids are received, whether or not yet effective. The Contractor shall maintain records pertaining to such taxes as well as payment thereof and shall make the same available to Fulton County at all reasonable times for inspection and copying. The Contractor shall apply for any and all tax exemptions which may be applicable and shall timely request from Fulton County such documents and information as may be necessary to obtain

such tax exemptions. Fulton County shall have no liability to the Contractor for payment of any tax from which it is exempt.

ARTICLE VIII - INSURANCE

Contractor agrees to obtain, maintain and furnish to Fulton County, a Certificate of Insurance (COI) showing the required coverage during the entire term of this Agreement. All insurance limits are listed in the “Insurance and Risk Management Provisions” document, Attachment “A”, with Fulton County, Georgia added as an “Additional Insured”. The 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 IX – AMENDMENTS AND MODIFICATIONS TO CONTRACT

(a) This Agreement constitutes the entire agreement between Fulton County and Contractor, and there are no further written or oral agreements with respect thereto, no variations, amendments or modifications of this Agreement, and no waiver of its provisions, shall be valid unless in writing and signed by Fulton County’s and Contractor’s duly authorized representatives and entered into on the minutes of the Fulton County Board of Commissioners meeting.

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

ARTICLE X - SUBCONTRACTING

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

ARTICLE XI - ASSIGNABILITY

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

ARTICLE XII - SEVERABILITY OF TERMS

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

ARTICLE XIII – PRECEDENCE OF AGREEMENT

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

ARTICLE XIV - EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

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

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

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

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

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

ARTICLE XV - CAPTIONS

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

ARTICLE XVI - GOVERNING LAW

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

ARTICLE XVII - JURISDICTION

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

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

[SIGNATURES ON FOLLOWING PAGE]

Attachment A


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:

CONTRACTOR:

FULTON COUNTY, GEORGIA

VENDOR NAME **Project Community Connections, Inc.**

DocuSigned by:

14F1B4AA5F6A44A
Robert L. Pitts, Chairman
Fulton County Board of Commissioners


DocuSigned byName of Signatory: **Jimiya Evans**

5C095ABEE1D94E8...
Co-CEO
Authorized Signature

Please select Attest OR Notary from the checkbox

Attest ☐ Notary ☒

ATTEST:

ATTEST:

DocuSigned by:

EEC476C4837648D...
Tonya R. Grier
Clerk to the Commission

2nd Signatory Name:
2nd Signatory Title:
Second Authorized Signature

(Affix County Seal)



(Affix Corporate Seal)

APPROVED AS TO FORM:

ATTEST:


DocuSigned by:

68048E0EDCEC451...
Office of the County Attorney

Nancy L. Zimmermann
Notary Public

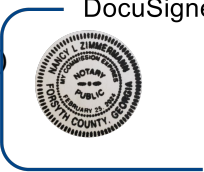
APPROVED AS TO CONTENT:

Forsyth County
County: _____

DocuSigned by:

5F4D76DFB4A0450...
Stanley Wilson, Director
Fulton County Department of
Community Development

February 25, 2024
Commission Expires: _____
DocuSigned by:

(Affix Notary Seal)



Please select RCS or RM from the checkbox

☒ RCS

☐ RM

ITEM#: 2022-0442	RCS: 6/15/2022	ITEM#: _____	RM: _____
RECESS MEETING		REGULAR MEETING	

#22RFP051322C-MH
2022 Veterans Services Program

Purchasing Forms & Instructions

STATE OF GEORGIA

COUNTY OF FULTON

FORM F: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services¹ under a contract with [insert name of prime contractor] Project Community Connections, Inc. on behalf of Fulton County Government has registered with and is participating in a federal work authorization program*,² in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

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

97934

EEV/Basic Pilot Program* User Identification Number

Margaret Schuelke

BY: Authorized Officer of Agent
(Insert Contractor Name)
Co-CEO

Title of Authorized Officer or Agent of Contractor

Margaret Schuelke
Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this 27th day of APRIL, 2022

Notary Public: Rose Cham M. Calderon
ROSE CHAM M. CALDERON

County: PALM BEACH

Commission Expires: 11/12/2025



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

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/29/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Risk Transfer Insurance Agency, LLC 47 E. Robinson Street Suite 200 Orlando, FL 32801	CONTACT NAME: Christina Griffin PHONE (A/C, No, Ext): E-MAIL ADDRESS: cmgriffin@risktransfer.com FAX (A/C, No):
INSURER(S) AFFORDING COVERAGE	
INSURER A: Service American Indemnity Company	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 97EJN46F

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	RT21MWC0710054602	10/01/2021	10/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 \$ \$ \$ \$

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

Coverage is extended to the leased employees of the alternate employer in all states except in monopolistic states (ND, OH, WA, WY): Project Community Connections, Inc.

CERTIFICATE HOLDER

For Information Only Project Community Connections, Inc. 302 Decatur Street SE Atlanta, GA 30312	CANCELLATION <p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> AUTHORIZED REPRESENTATIVE
---	---

PROJCOM-01

AVANTOL



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/22/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Williams, Turner & Mathis, Inc. 2009 Montreal Rd. Ste. B Tucker, GA 30084	CONTACT NAME: PHONE (A/C, No, Ext): (770) 934-3248		FAX (A/C, No): (770) 723-8081
	E-MAIL ADDRESS:		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Berkley Regional Ins Co		29580
	INSURER B :		
INSURED Project Community Connections, Inc. PO Box 525 Snellville, GA 30078	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	X	HHS8525860-15	2/27/2022	2/27/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			HHS8525860-15	2/27/2022	2/27/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			HHS8525860-15	2/27/2022	2/27/2023	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Errors & Omissions			HHS8525860-15	2/27/2022	2/27/2023	Limit 3,000,000

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

CERTIFICATE HOLDER

CANCELLATION

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

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



**FULTON
COUNTY**

CONTRACT DOCUMENTS

FOR

REQUEST FOR PROPOSAL 22RFP051322C-MH

2022 VETERANS SERVICES PROGRAM

FOR

YOUTH AND COMMUNITY SERVICES DIVISION

OF

FULTON COUNTY, GEORGIA

CONTRACT AGREEMENT

THIS AGREEMENT (“Agreement”), entered into this **1st day of June 2022**, by and between **FULTON COUNTY**, Georgia (hereinafter referred to as “Fulton County” or “County”), a political subdivision of the State of Georgia, acting by and through its Community Development Department’s Youth and Community Services Division (“YCS”), and **U Hope CDC, Inc.** (hereinafter referred to as “Contractor”), a corporation organized as a nonprofit, tax exempt 501(c) (3) agency, authorized to conduct business within the state of Georgia (hereinafter collectively referred to as the “Parties”).

WITNESSETH

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

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

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

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

The Agreement was approved by the Fulton County Board of Commissioners on **June 15, 2022, BOC#22-0442**.

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

INDEX OF ARTICLES

ARTICLE 1.	<u>PARTIES AND TERM</u>
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ARTICLE 2.	<u>COMPENSATION FOR SERVICES</u>
ARTICLE 3.	<u>RECORD KEEPING</u>
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ARTICLE 8.	<u>AMENDMENTS AND MODIFICATIONS TO AGREEMENT</u>
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ARTICLE 13.	<u>EQUAL EMPLOYMENT OPPORTUNITY</u>
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ARTICLE 15.	<u>GOVERNING LAW</u>
ARTICLE 16.	<u>JURISDICTION</u>

ARTICLE I - PARTIES AND TERM:

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

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

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

(d) This Agreement will remain in effect from **June 1, 2022**, until midnight **December 31, 2022**.

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

ARTICLE II - SCOPE OF CONTRACTOR'S DUTIES:

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

SCOPE OF WORK:

Veterans Services Program (VSP)

VSP Service Category: Homeless and Housing

VSP Funding Priority(ies):

Homelessness: Homelessness and Housing Veterans Transitional Assistance

U Hope CDC, Inc., U Hope Veterans Transitional Housing Program will provide services at the following locations at specified times during the contract period of **06/01/2022** through **12/31/2022**:

Service Delivery Site(s):

Name of Program Site:	Program Location (complete physical address):	Program City	Program State	Program Zip code	Fulton County District of the program (Facility) location:	District(s) of Fulton County Residents Served by the program (facility) location:
U Hope Veterans Transitional Housing Program	8133 Colquitt Rd.	Sandy Springs	GA	30350	2	1, 2, 3

Approach and Design:

U Hope CDC, Inc., U Hope Veterans Transitional Housing Program will provide services to **6** clients that reside in Fulton County, with VSP funding.

U Hope CDC, Inc., U Hope Veterans Transitional Housing Program will provide the following activities and services in Fulton County with VSP funding:

The U Hope Veterans Transitional Housing Program (is designed to provide supportive housing to 6 homeless veterans males, residing in the North Fulton County area. All admissions will originate through the Fulton County Coordinated Entry system. The 6 beds will be situated in a 3 bedroom apartment unit. The apartment unit will be leased by U Hope will meet HQS and be ready for immediate occupancy, completely furnished, i.e., linen, shower curtains, pots & pans, dishes, microwaves, and cleaning utensils. Within a week of stabilizing the participant in their apartment, Case Managers will, encourage the participant to assist in formulating an initial individualized services plan to begin to identify the root causes of their prior homelessness. The first phase of the ISP will focus on accessing the participant's status with respect to personal identification, i.e., GA ID/driver's license, birth certificates, SSI card. If those items are readily available, we will obtain copies and file them for future use, as necessary. If these items are not in his possession, we will devise a plan to assist him in obtaining them, then execute that plan. Having these documents are the key to accessing mainstream benefits, i.e., SSDI, Medicare, Medicaid, food stamps, academic/vocational training, and job placement assistance. The second phase of the participants ISP is in determining whether the participant receives food stamps. If so, discuss the mailing address of record and whether he needs to submit a change of address request to his new home address. If he chooses to submit a change of address request to his new home, we will assist him with making the request. If the participant is not currently receiving or has not ever applied for food stamps and would like to apply for them, we will assist him in applying online for the benefit. The third phase of developing the participant's ISP will be straight forward, given that possessing a documented disabling condition is an admission requirement for the APSHP. Participants will be assessed to determine whether the participant is receiving SSDI. If not, determine the reasons. If the participant is eligible and expresses the desire to apply for the benefit, we will assist him with completing the application process. If the participant chooses to seek employment instead or in addition to SSDI, we facilitate the appointment with WorkSource Fulton at the North Fulton Service Center, a few blocks from the apartment complex and assist the participant in the applying for the SSDI benefit, being mindful to do no harm. The fourth phase is the determination of the participants eligibility for Medicaid, often described as a government insurance program for persons of all ages whose income and resources are insufficient to pay for health care. We will present the information to the participant and assist him in facilitating his choice. In the event the participant is interested in entering the workforce but has questions or concerns relative to skill set competencies, demand occupations and related wages, academic and/or vocational upgrades or job trainings opportunities and/or paid work experience opportunities, we facilitate the appointment with WorkSource Fulton at the North Fulton Service Center, a few blocks from the apartment complex and assist the participant by making the introductions. We can even request a representation to come to the center and make an informational presentation to participants. U Hope will use Clienttrak to record and report all client activity.

Designation of VSP Funds:

Based on the awarded amount of **\$50,000.00**, the VSP funds are designated according to the following cost categories: Administrative, Operational, and Direct Services.

- ***Administrative Expenses-*** VSP Funds that are spent on Executive/Management Staff and Administrative Support Staff salaries, salary fringe and benefits ONLY. (Note: Not more than 5% of grant award can be used for administrative costs. Includes direct and indirect charges for administration of the grant)
- ***Operational Expenditures-*** VSP funds used to conduct agency/ organizational functions that are secondary to program service delivery such as: office/warehouse lease or mortgage expenses, office supplies (pens, toner, paper, etc.), agency's utility expenses, staff transportation expenses, marketing/catalogues, etc.
- ***Direct Service Expenditures-*** VSP funds utilized to provide services directly to agency/program participants such as payments made on behalf of participants for rent, utilities, food, shelter, transportation (rentals, gas, and parking, bus drivers, participant's public transportation costs, etc.) , scholarships and day care vouchers, salaries and fringe benefits for direct service personnel (Case Managers, Educators, Subcontractors, etc.), program supplies (educational/instructional materials, paper, pencils, markers, etc.) directly consumed by participants. Program materials that may be pertinent to the scope of services of a funded program and that aid in contractor meeting contracted program outcomes are included in this definition (i.e. children's story books, educational games, puzzles, and flash cards).

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

Cost Category	Designation of VSP Funding Award	Detailed Explanation of how the Funding Award will be Expended
Administrative (5% Admin max of funds awarded.)	\$1,840.00	See #1 below - grant administration
Operational	\$480.00	see #2. below - Operational
Direct Services	\$47,680.00	see # 3 - below - Direct Services
Totals	\$50,000.00	

Additional Explanation of Funding Details:

1. Administrative Cost: (grant administration) - \$1,840.
2. Operational Svcs:
 - a. Insurance (Liability) (\$80/mo. x 6 mos.) = \$480.

Operational Svcs Total \$480.
3. Direct Svcs
 - a. Rent (Clients Housing) - (1 unit @ \$2,000/mo. x 6 mos.) = \$12,000.
 - b. Utilities (gas, water, electric, internet) \$1,000/mo. x 6 mos.) = \$6,000.
 - c. Transportation - MARTA Cards (\$95/card/mo. x 6 cards x 6 mos.) = \$3,420
 - e. Furniture & Supplies ((bedding, mattress, dining table w/chairs,

linen/towels, cooking utensils) laundry cards, cleaning supplies) =
\$2,500.

f. Housing Assistant (\$12/hr. x 600 hrs.) = \$7,200.

g. Case Manager (\$23/hr. x 720 = \$16,560.

Direct Svcs Total \$47,680.

Program Performance Measures:

U Hope CDC, Inc. agrees to track and report program performance to the Fulton County Department of Community Development.

County Defined Performance Measure(s):

Homelessness: Homelessness Number of individuals whose barriers to self sufficiency are eliminated or reduced paths to self sufficiency created

The following program measures/ Key Performance Indicators (“KPI’s”) will be utilized to track and report program outcomes for the Fulton County residents supported with VSP funding, during the funding period (June 1, 2022-December 31, 2022):

The program will use clientrack HMIS for for tracking and reporting of the following performance measures: 1. . 100% of participants without GA state ID, SSI identification, will be assisted in applying for documents within 2 weeks of admission into the program. 2. . 100% of program participants without earned/unearned income or medical coverage will be assessed and assisted in applying for SSDI, food stamps, Medicaid within 45 days of admission into the program. 3. 100% of participants eligible to work will be referred to Worksource Fulton for vocational training and/or job placement assistance.

Agency Defined Performance Measure(s):


U Hope performance measure 1. The number of program participants obtaining and maintaining housing, health, and income stability

ADDITIONAL REQUIREMENTS

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

1. Contractor agrees to develop, in conjunction with Fulton County, a process of accepting and serving Fulton County residents referred by the Youth and Community Services Division of Fulton County Government.
2. Contractor agrees to allow staff from the Fulton County Department of Community Development to conduct contract compliance site visits as necessary (announced or unannounced).
3. During the site visit, Contractor will be required to allow staff to monitor programming, as well as review client rosters / sign-in sheets and/ or Registration information that should include complete addresses of Fulton County residents served by this funding.
4. Contractor agrees to comply with the Operational Specifications outlined in the 2022 Veterans Services Program RFP 22RFP051322C-MH
5. Contractor agrees that advertising, promotions and other publicity in connection with the supported program(s) shall include the following acknowledgement: **“Funding provided in part by the Fulton County Board of Commissioners under the guidance of the Department of Community Development.”**

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

County Logo  .

Reporting

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

6. Contractor will be required to submit a completed performance report (with deadline of January 13, 2023) to adhere to the requirements outlined in the Performance Report Instructions, as well as the format provided by the Fulton County Department of Community Development. Future funding will be affected if performance reports are not submitted by stipulated due dates.
7. Contractor will be required to provide demographic information concerning the Fulton County residents served, including, but not limited to age, race/ethnicity and gender.
8. Contractor will be required to report the number of UNDUPLICATED/NEW participants directly served through the Veterans Services Program funding. **Please note:** Failure to serve the total number of participants contracted to be served with VSP funding may result in reimbursement of VSP funding to Fulton County. Failure to reimburse the funding requested will result in the ineligibility to receive future funding.
9. Contractor will be required to submit unduplicated client rosters in a spreadsheet format that includes the complete residential addresses of the Fulton County residents served with VSP funding, and LEDGERS demonstrating how Veterans Services Program funds were expended for the specified reporting period.

Expenditure of Funds

10. Contractor is prohibited from utilizing VSP funds for capital expenditures. (A “capital expenditure” is defined as: any resource not completely consumed during the contract year, i.e. computers, printers, construction, vehicles, cell phones, etc.) Program materials that may be pertinent to the scope of services of a funded program and that aid in contractor meeting contracted program outcomes are excluded from the definition of “capital expenditure” (e.g., children's story books, educational materials, games, puzzles, and flash cards).
11. Veterans Services Program funds must be expended by December 31, 2022. All funds that are not spent by this date must be reimbursed to Fulton County Government within 30 days of written request. A Contractor’s failure to adhere to this requirement will result in one or more of the following: inability to receive future funding from Fulton County, and/or legal action against the agency to recoup funding that are not reimbursed by the deadline.

ARTICLE III - COMPENSATION FOR SERVICES

(a) Fulton County agrees to pay Contractor a maximum sum of **\$50,000.00**.

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

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

(d) The Contractor agrees and understands that all expenditures must be consistent with the scope and purpose of this Agreement, and expenditures must be consistent with the guidelines and definitions established in the **Veterans Services Program Request for Proposal ("RFP")**

22RFP051322C-MH, which is hereby incorporated by reference herein and made a part of this agreement. The County reserves the right to approve and reject payment for expenditures which are not consistent with the scope and purpose of this Agreement, and which the County determines are not consistent with the guidelines and definitions established in the Veterans Services Program RFP.

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

ARTICLE IV - RECORD KEEPING

(a) Contractor shall maintain accurate records of the expenditure and disposition of funds, and such records must be in accordance with good accounting practices, and made available for inspection and audit by Fulton County at a time mutually agreeable to parties and upon thirty (30) days' notice to contractor.

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

(c) A performance report, with supportive documentation consistent with provisions of the Agreement outlined in Article II, must be provided to Fulton County no later than **January 13, 2023, for the period June 1, 2022-December 31, 2022.**

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

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

**Youth and Community Services Division
Veterans Services Program
c/o: Grants Administration
hsd.grants@fultoncountyga.gov
137 Peachtree Street, SW
Atlanta, Georgia 30303**

To Contractor:

**U Hope CDC, Inc.
7770 Roswell Rd
Sandy Springs, Georgia 30350**

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

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

ARTICLE V - INDEMNIFICATION

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

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

(a) This Agreement is effective on **June 1, 2022**, and shall terminate on **December 31, 2022**, unless earlier terminated in accordance with the provisions of this Agreement. Notwithstanding termination of the Agreement, Contractor is obligated to fulfill all of its obligations, including its reporting requirements.

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

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

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

(e) In the event that this agreement is terminated by Fulton County or Contractor, following the Fulton County’s determination that Contractor is not or has not been in substantial compliance with any provision of this agreement, Contractor agrees that Fulton County shall have the right to terminate this Agreement between Fulton County and Contractor without penalty. Contractor acknowledges and agrees

that Fulton County's right to terminate includes, but is not limited to, the right to withhold any and all future compensation due to Contractor pursuant to the terms of any and all other agreements between Fulton County and Contractor.

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

ARTICLE VII - INDEPENDENT CONTRACTOR STATUS

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

(b) Contractor acknowledges that **U Hope CDC, Inc.**, its directors, officers, employees, agents and assigns shall have no right of redress pursuant to the Personnel Rules and Regulations of Fulton County.

(c) The Contractor shall pay all sales, retail, occupational, service, excise, old age benefit and unemployment compensation taxes, consumer, use and other similar taxes, as well as any other taxes or duties on the materials, equipment, and labor for the work provided by the Contractor which are legally enacted by any municipal, county, state or federal authority, department or agency at the time bids are received, whether or not yet effective. The Contractor shall maintain records pertaining to such taxes as well as payment thereof and shall make the same available to Fulton County at all reasonable times for inspection and copying. The Contractor shall apply for any and all tax exemptions which may be applicable and shall timely request from Fulton County such documents and information as may be necessary to obtain

such tax exemptions. Fulton County shall have no liability to the Contractor for payment of any tax from which it is exempt.

ARTICLE VIII - INSURANCE

Contractor agrees to obtain, maintain and furnish to Fulton County, a Certificate of Insurance (COI) showing the required coverage during the entire term of this Agreement. All insurance limits are listed in the “Insurance and Risk Management Provisions” document, Attachment “A”, with Fulton County, Georgia added as an “Additional Insured”. The 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 IX – AMENDMENTS AND MODIFICATIONS TO CONTRACT

(a) This Agreement constitutes the entire agreement between Fulton County and Contractor, and there are no further written or oral agreements with respect thereto, no variations, amendments or modifications of this Agreement, and no waiver of its provisions, shall be valid unless in writing and signed by Fulton County’s and Contractor’s duly authorized representatives and entered into on the minutes of the Fulton County Board of Commissioners meeting.

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

ARTICLE X - SUBCONTRACTING

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

ARTICLE XI - ASSIGNABILITY

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

ARTICLE XII - SEVERABILITY OF TERMS

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

ARTICLE XIII – PRECEDENCE OF AGREEMENT

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

ARTICLE XIV - EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

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

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

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

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

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

ARTICLE XV - CAPTIONS

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

ARTICLE XVI - GOVERNING LAW

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

ARTICLE XVII - JURISDICTION

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

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

[SIGNATURES ON FOLLOWING PAGE]

Attachment A


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:

CONTRACTOR:

FULTON COUNTY, GEORGIA

VENDOR NAME U Hope CDC, Inc.

DocuSigned by:

 14E1B4AA5F6A44A
 Robert L. Pitts, Chairman
 Fulton County Board of Commissioners

DocuSigned by: Name of Signatory: **Aletha Scott-Mallory**

 A131F00F21394F2...
 Aletha Scott-Mallory, Executive Director
 Authorized Signature

Please select Attest OR Notary from the checkbox

☒ Attest


☐ Notary

ATTEST:

ATTEST:

DocuSigned by:

 EEC476C4837648D...
 Tonya R. Grier
 Clerk to the Commission

DocuSigned by: 2nd Signatory Name: **Manfred L. Michel**

 2nd Signatory Title: **Director of Operations**
 22EC87E112CD46D...

Second Authorized Signature

(Affix County Seal)



(Affix Corporate Seal)



APPROVED AS TO FORM:

ATTEST:

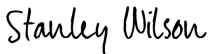
DocuSigned by:

 68048E0EDCEC451...
 Office of the County Attorney

Notary Public

APPROVED AS TO CONTENT:

County: _____

DocuSigned by:

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

Commission Expires: _____

(Affix Notary Seal)

Please select RCS or RM from the checkbox

☒ RCS

☐ RM

ITEM#: 2022-0442	RCS: 6/15/2022	ITEM#: _____	RM: _____
RECESS MEETING		REGULAR MEETING	

STATE OF GEORGIA

COUNTY OF FULTON

FORM F: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services¹ under a contract with [insert name of prime contractor] on behalf of Fulton County Government has registered with and is participating in a federal work authorization program*,² in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

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

360241
EEV/Basic Pilot Program* User Identification Number

Alexha Scott-Mallory
BY: Authorized Officer of Agent
(Insert Contractor Name)

Executive Director
Title of Authorized Officer or Agent of Contractor

Alexha Scott-Mallory
Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this 2nd day of November, 2021
Notary Public: Reynold R. Boyd
County: Cobb
Commission Expires: October 11, 2022

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

^{2a}[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].



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/30/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hiscox Inc. 5 Concourse Parkway Suite 2150 Atlanta GA, 30328	CONTACT NAME: PHONE (A/C, No. Ext): (888) 202-3007 FAX (A/C, No): E-MAIL: contact@hiscox.com ADDRESS:	
	INSURER(S) AFFORDING COVERAGE INSURER A: Hiscox Insurance Company Inc NAIC #: 10200 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
INSURED U Hope CDC, Inc. 7770 Roswell Rd. Atlanta, GA 30350		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		UDC-4661626-CGL-21	11/17/2021	11/17/2022	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000						
	MED EXP (Any one person) \$ 5,000						
	PERSONAL & ADV INJURY \$ 1,000,000						
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ S/T Gen. Agg
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER

CANCELLATION

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

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/30/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER BIBERK P.O. Box 113247 Stamford, CT 06911	CONTACT NAME: PHONE (A/C, No. Ext): 844-472-0967 FAX (A/C, No): 203-654-3613 E-MAIL ADDRESS: customerservice@biBERK.com														
INSURED U Hope CDC, Inc. U Hope CDC, Inc. 7770 Roswell Road Sandy Springs, 30350 Sandy Springs, GA 30350	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A : Berkshire Hathaway Direct Insurance Company</td> <td>10391</td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Berkshire Hathaway Direct Insurance Company	10391	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
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INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES
CERTIFICATE NUMBER:
REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ 0 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 0 MED EXP (Any one person) \$ 0 PERSONAL & ADV INJURY \$ 0 GENERAL AGGREGATE \$ 0 PRODUCTS - COMP/OP AGG \$ 0 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> Y	N/A	N9WC357786	11/05/2021	11/05/2022	X PER STATUTE OTH-ER E.L. EACH ACCIDENT \$100,000 E.L. DISEASE - EA EMPLOYEE \$100,000 E.L. DISEASE - POLICY LIMIT \$500,000
	Professional Liability (Errors & Omissions): Claims-Made						Per Occurrence/Aggregate

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

Exclusions:

Aletha Scott-Mallory; Manfred Michel; Ilya Abursey; Branch Morris; Yvonne Hall;
 Additional Named Insured: U Hope CDC, Inc.

CERTIFICATE HOLDER
CANCELLATION

Fulton County Government 141 PRYOR St SW Atlanta, GA 30303	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE </p>
--	---

OWNER:

CONTRACTOR:

FULTON COUNTY, GEORGIA

VENDOR NAME U Hope CDC, Inc.

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

DocuSigned by Name of Signatory: Aletha Scott-Mallory
Aletha Scott-Mallory Aletha Scott-Mallory
A131F00F21394F2 Executive Director
Authorized Signature

Please select Attest OR Notary from the checkbo

X Attest

Notary

ATTEST:

ATTEST:

2nd Signatory Name: Manfred L. Michel
2nd Signatory Title: Director of Operations

Tonya R. Grier
Clerk to the Commission

Second Authorized Signature

(Affix County Seal)

(Affix Corporate Seal)

APPROVED AS TO FORM:

ATTEST:

Office of the County Attorney

Notary Public

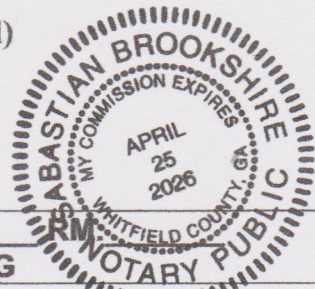
APPROVED AS TO CONTENT:

County: Fulton

Stanley Wilson, Director
Fulton County Department of
Community Development

Commission Expires: 4/25/26

(Affix Notary Seal)



ITEM#: _____ RCS: _____
RECESS MEETING

ITEM#: _____
REGULAR MEETING



**FULTON
COUNTY**

CONTRACT DOCUMENTS

FOR

REQUEST FOR PROPOSAL 22RFP051322C-MH

2022 VETERANS SERVICES PROGRAM

FOR

YOUTH AND COMMUNITY SERVICES DIVISION

OF

FULTON COUNTY, GEORGIA

CONTRACT AGREEMENT

THIS AGREEMENT (“Agreement”), entered into this **1st day of June 2022**, by and between **FULTON COUNTY**, Georgia (hereinafter referred to as “Fulton County” or “County”), a political subdivision of the State of Georgia, acting by and through its Community Development Department’s Youth and Community Services Division (“YCS”), and **The Warrior Alliance** (hereinafter referred to as “Contractor”), a corporation organized as a nonprofit, tax exempt 501(c) (3) agency, authorized to conduct business within the state of Georgia (hereinafter collectively referred to as the “Parties”).

WITNESSETH

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

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

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

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

The Agreement was approved by the Fulton County Board of Commissioners on **June 15, 2022, BOC#22-0442**.

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

INDEX OF ARTICLES

ARTICLE 1.	<u>PARTIES AND TERM</u>
ARTICLE 1.	<u>SCOPE OF CONTRACTOR'S DUTIES</u>
ARTICLE 2.	<u>COMPENSATION FOR SERVICES</u>
ARTICLE 3.	<u>RECORD KEEPING</u>
ARTICLE 4.	<u>INDEMNIFICATION</u>
ARTICLE 5.	<u>TERMINATION OF AGREEMENT FOR CAUSE</u>
ARTICLE 6.	<u>INDEPENDENT CONTRACTOR STATUS</u>
ARTICLE 7.	<u>INSURANCE</u>
ARTICLE 8.	<u>AMENDMENTS AND MODIFICATIONS TO AGREEMENT</u>
ARTICLE 9.	<u>SUBCONTRACTING</u>
ARTICLE 10.	<u>ASSIGNABILITY</u>
ARTICLE 11.	<u>SEVERABILITY OF TERMS</u>
ARTICLE 12.	<u>PRECEDENCE OF AGREEMENT</u>
ARTICLE 13.	<u>EQUAL EMPLOYMENT OPPORTUNITY</u>
ARTICLE 14.	<u>CAPTIONS</u>
ARTICLE 15.	<u>GOVERNING LAW</u>
ARTICLE 16.	<u>JURISDICTION</u>

ARTICLE I - PARTIES AND TERM:

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

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

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

(d) This Agreement will remain in effect from **June 1, 2022**, until midnight **December 31, 2022**.

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

ARTICLE II - SCOPE OF CONTRACTOR'S DUTIES:

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

SCOPE OF WORK:

Veterans Services Program (VSP)

VSP Service Category: Economic Stability/Poverty

VSP Funding Priority(ies):

Economic Stability: Economic Stability Veterans Employment|Economic Stability Veterans Legal Services

The Warrior Alliance, The Warrior Alliance Community Integration Program will provide services at the following locations at specified times during the contract period of **06/01/2022** through **12/31/2022**:

Service Delivery Site(s):

Name of Program Site:	Program Location (complete physical address):	Program City	Program State	Program Zip code	Fulton County District of the program (Facility) location:	District(s) of Fulton County Residents Served by the program (facility) location:
The Warrior Alliance Home Base	800 Battery Ave SE STE 130	Atlanta	GA	30339	NA	1, 2, 3, 4, 5, 6

Approach and Design:

The Warrior Alliance, The Warrior Alliance Community Integration Program will provide services to **100** clients that reside in Fulton County, with VSP funding.

The Warrior Alliance, The Warrior Alliance Community Integration Program will provide the following activities and services in Fulton County with VSP funding:

The specific Funding Priority Area that TWA's project will address is the Economic Stability/Poverty area. We will leverage our connected network of partners that includes Greater Atlanta's premier Veteran Service Organizations, nonprofits, and agencies that work together to meet the needs of low-income and underserved veterans.

TWA will deliver our veteran care by combining our holistic community integration model with two specific high-value IMPACT programs for skills development and employment and pro bono legal services. We have identified the gaps within our communities in regards to the depth and breadth of these service areas and are delivering solutions to support veterans that are vulnerable to the common factors leading to poor quality of life and possible suicide ideation.

Workforce Development and Employment

Veterans entering the civilian workforce are presented with difficult career decisions that are often made without certainty of career fit or success. The employment gap widens for those facing barriers to employment and challenges to entering the job market. TWA will use grant funds for our workforce development program, WARRIORFORCE, which is designed to maximize veteran career potential by providing a mechanism to cross-skill military experience and upskill the aptitude gained as Service Members. The program offers veterans a variety of career pathways through our partner network of skill development courses.

Specific to skills development, TWA has established partnerships with the Department of Labor for the Homeless Veteran Reintegration Program, Soldiers for Life for the Career Skills Program, the Veterans Administration, and the state's Technical College System of Georgia to support our WARRIORFORCE and our own signature workforce development program, Operation Double Eagle.

The WARRIORSERVE program goal is to expand veteran career pathways by leveraging TWA's collaboration platform to cross-skill and upskill military experience and provide employment leading to sustainable family income. Specific goals and outcomes include:

- Expand Career Pathways for all eras of military veterans with a primary focus on at-risk, unemployed, and homeless military veterans and families
- Create a diverse and inclusive resource pool for employer partners to access job-ready veterans for employment with compensation >\$50,000/yr.
- Establish a comprehensive skills development program to include supply chain, transportation, technology, cyber security, culinary, construction, first responder, healthcare, turf/landscape, manufacturing, and homebuilding.

WARRIORFORCE is a connected platform of workforce development partners and corporate sponsors working together to serve Warriors through The Warrior Alliance community integration network. The program is open to active-duty, National Guard/Reserves, and veterans that are at-risk, homeless, or facing employment barriers who are ready to adopt new skills for immediate employment. By integrating a network of workforce development service providers and Warrior Committed® employers,

The Warrior Alliance is delivering a comprehensive cross-skill/upskill program that streamlines the job match process and aligns a Warrior's aptitude to the best-fit career.

Pro Bono Legal Services

The Legal Services Corporation reports that low-income veterans and other military personnel received inadequate or no professional legal help for 88% of their civil legal problems. Civil legal problems, from threatened evictions to other-than-honorable discharges from the military are often the greatest obstacles to a veteran's health, housing, stability, and productivity. They cite that in 2017, 71% of households with veterans or other military personnel reported experiencing a civil legal problem in the past year. Twenty-one percent of those households reported experiencing 6 or more legal problems in the preceding year. Yet while civil legal needs among veterans are prevalent, low-income veterans and other military personnel received inadequate or no professional legal help for 88% of their civil legal problems in 2017.

Veterans do not inherently know where to look for help so they dealt with the problem on their own or could not identify that they were facing a legal problem. Veterans are especially vulnerable to homelessness. While veterans represent 7.6% of the U.S. population, they represent 9.2% of the homeless adult population. According to the Department of Housing and Urban Development, approximately 48,000 veterans are homeless on any given night. In addition, another 1.4 million veterans are at risk of homelessness due to poverty, lack of support networks, and dismal living conditions in overcrowded or substandard housing.

A primary objective in remedying this problem is to address the highest risk veteran population by better understanding and meeting the legal needs of veterans in Fulton County and the state of Georgia. TWA's efforts to create a connected, robust and holistic system of support is not fulfilled without creating a sustainable and enduring network of support for improving veteran legal needs as follows:

- Removal of veteran legal barriers to success in health, housing, employment, and education
- Increase in veteran access to legal services for all demographics
- Accelerating successful legal case resolution for Georgia veterans
- Process steps for identifying tracking, and managing high-risk needs to achieve Quality of Life improvement
- Successful implementation of a Georgia legal provider network to connect underserved veterans to pro bono attorneys through remote or local consultation.

The critical need we are addressing is to effectively and efficiently connect the right pro bono legal support to the vulnerable veteran populations that we serve. This collaborative effort will include a rigorous process by TWA to triage legal issues and connect veterans to legal services through our experienced Paralegal Navigators who will manage the workflow, connection, and reporting of outcomes across the VLSN. The upfront process will help to qualify veteran legal cases and connect them to attorneys who have the capacity and specific expertise to support them. Through the initial design of the VLSN program and P2P Directory requirements deliverables, we have also established a mechanism for

standardizing intake and triage to provide qualified clients and streamline the process for attorneys to accept veteran cases.

An important aspect of this function is to also build awareness and recruiting of veterans and their families who are facing legal issues. The Fulton County veteran community has not been supported in legal matters as a group so have developed collateral and events to market this program. We are also leveraging our relationships with the VA, Department of Labor, GA Department of Veteran Services, GA National Guard/Reserves, veteran service organizations, and our legal services coalition partners to expand outreach campaigns specifically targeted to the legal areas we are supporting.

The program is made possible through our coalition of pro bono legal services providers to include Atlanta Legal Aid, the Atlanta Volunteer Lawyers Foundation, the State Bar of Georgia, the UGA Veteran Law Clinic, Emory Law School, and select area law firms to support veteran needs in legal areas such as Veteran Benefits, Military Discharge Upgrades, Landlord-Tenant, Mortgage, Wills and Estate Planning, Family Law, and Debt Collection/Bankruptcy.

VLSN was launched with a select number of nonprofit legal service organizations in 2020 to begin the formal referral process. Since then, we have referred over 150 veteran cases for pro bono attorney assistance in areas of the property, housing, military service, and civil disputes. In November 2021 TWA hosted the first annual Veteran Pro Bono Legal Services Clinic at the Battery Atlanta with five legal service coalition partners, two law schools, and area law firms. Over 175 veterans registered for both on-site and remote attorney consultations in military discharge and benefits, civil, landlord-tenant and mortgage, wills and estate planning, and debt collection/bankruptcy.

The transition from military service to civilian life is often a difficult process for veterans and their families. Dealing with legal situations compounds the problem and creates additional barriers to accessing the justice system.

Collaboration

TWA's model is grounded in driving collaboration as a means of achieving our mission. We view collaboration as a force multiplier when taking cooperative action to address veteran transition challenges. The success of this model depends on the combined effort of multiple groups working together toward a common objective and holding one another accountable through measured outcomes. This partnership is accomplished through our technology platform, using enterprise Salesforce software that has been customized to connect our partners through portals to meet the requirements for a fully integrated veteran collaboration network. Our local partner network reflects a three-tiered system that enables TWA to manage across a variety of organizations, providing flexibility for our team to access multiple types of resources and relationships. The partner levels include:

- Community Partner - VSO or veteran agencies that have signed a MOU and are active in the community integration program. Veteran cases are shared and updated through Partner Portals that are provided to each Community Partner by TWA. TWA also engages in on-site outreach and regular referrals.
- Associate Partner- organizations and agencies that are considered secondary veteran service providers or outreach venues that are part of the TWA network, but do not utilize the Partner Portal.

- Resource – organizations and agencies that may provide veteran programs, resources, and services but are not considered part of the TWA network.

Below is a list of our community partner networks:

- Shepherd Center Military SHARE Initiative
- Hire Heroes USA
- Veteran Empowerment Organization
- Gratitude America
- Camp Twin Lakes
- Camp Southern Ground
- Mission Continues
- Team Red, White, and Blue
- Team Rubicon
- Gwinnett Technical College
- Atlanta Technical College
- Augusta Technical College
- Georgia State University
- Goodwill of North Georgia
- Bunker Labs
- Merging Veterans and Players
- Meals On Wheels
- Atlanta Legal Aid
- UGA Veteran Legal Clinic
- Emory Volunteer Clinic for Veterans
- Vetlanta
- Jewish Family & Career Services
- Clearpoint/MMI
- Georgia Gwinnett College
- Gateway Center
- Headstrong
- Eden Project
- Kaiser Permanente
- Atlanta Veterans Administration

Designation of VSP Funds:

Based on the awarded amount of **\$100,000.00**, the VSP funds are designated according to the following cost categories: Administrative, Operational, and Direct Services.

- ***Administrative Expenses-*** VSP Funds that are spent on Executive/Management Staff and Administrative Support Staff salaries, salary fringe and benefits ONLY. (Note: Not more than 5% of grant award can be used for administrative costs. Includes direct and indirect charges for administration of the grant)
- ***Operational Expenditures-*** VSP funds used to conduct agency/ organizational functions that are secondary to program service delivery such as: office/warehouse lease or mortgage expenses, office supplies (pens, toner, paper, etc.), agency's utility expenses, staff transportation expenses, marketing/catalogues, etc.
- ***Direct Service Expenditures-*** VSP funds utilized to provide services directly to agency/program participants such as payments made on behalf of participants for rent, utilities, food, shelter, transportation (rentals, gas, and parking, bus drivers, participant's public transportation costs, etc.) , scholarships and day care vouchers, salaries and fringe benefits for direct service personnel (Case Managers, Educators, Subcontractors, etc.), program supplies (educational/instructional materials, paper, pencils, markers, etc.) directly consumed by participants. Program materials that may be pertinent to the scope of services of a funded program and that aid in contractor meeting contracted program outcomes are included in this definition (i.e. children's story books, educational games, puzzles, and flash cards).

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

Cost Category	Designation of VSP Funding Award	Detailed Explanation of how the Funding Award will be Expended
Administrative (5% Admin max of funds awarded.)	\$0.00	N/A
Operational	\$17,500.00	Office Rent, Marketing Supplies for Outreach
Direct Services	\$82,500.00	Warrior Case Managers (Navigators) salaries and fringe benefits
Totals	\$100,000.00	

Additional Explanation of Funding Details:

Operational - TWA monthly rent is \$2,500, and \$17,500 for the seven-month grant period. The Community Integration Program Manager and four (4) members of the Warrior Navigator team use the office space to perform veteran and family recruiting and case management. We will also be incorporating the Program Manager, Veteran Legal Services Network, to process and refer veteran pro bono legal cases for this grant.

Direct Services - TWA's veteran outreach and navigation functions are 100% dedicated full-time resources to fulfill the recruiting, outreach, intake, case coordination, workforce development training, resourcing, employment, and pro bono legal services assessments and referrals of the grant. This team's total compensation, including benefits, is \$43,418 per month, which equates to \$303,928 over the 7-month grant period. We will utilize \$82,500 of the grant to support these functions, representing 27% of the overall budget. TWA has secured other funding sources to support the total functional requirement costs.

Program Performance Measures:

The Warrior Alliance agrees to track and report program performance to the Fulton County Department of Community Development.

County Defined Performance Measure(s):

Economic Stability: Economic Stability Number of referrals to WorkSource Fulton or WorkSource Atlanta|Economic Stability Number of individuals placed in Living Wage Employment|Economic Stability Number of individuals receiving access to and support for educational resources|Economic Stability Number of individuals with improved access to economic opportunities

The following program measures/ Key Performance Indicators (“KPI’s”) will be utilized to track and report program outcomes for the Fulton County residents supported with VSP funding, during the funding period (June 1, 2022-December 31, 2022):

As part of our commitment to support the Economic Stability/Poverty Funding Priorities, TWA will provide additional dashboard data to monitor progress for the program as follows:

- Quality of Life Surveys Completed
- Number of Veteran Registrations
- Welcome & Intake Response Time (KPI)
- Navigator Response Time (KPI)
- Number of Veterans by Demographics
- Number of Veterans by Branch of Service
- Veterans by Service Need Type
- Number of Veterans Engaged
- Number of New/Repeat Cases
- Number of Cases per Member
- Number of Case Types Created
- Number of Cases per Service Partner
- Number of Cases unable to respond
- Number of Cases by high-risk needs
- Service Partner Response Time
- Veterans Engagement Status
- Partner Resolution Time (KPI)
- Number of Cases Open (KPI)
- Number of Cases Closed/Resolved
- Quality of Service Surveys
- Veteran Success Stories (QL)

TWA utilizes an enterprise Salesforce Customer Relationship Management (CRM) software that has been customized to meet the requirements for a fully integrated veteran collaboration network. The system streamlines the collection and analysis of critical veteran information, allowing communities to provide a holistic solution for warriors’ needs and the data analytics to measure the outcomes.

In an effort to best measure veteran experience, satisfaction, and outcomes, TWA incorporated the Salesforce quantitative metrics and service level achievement with additional tools and techniques to provide qualitative measures. TWA's technology platform encompasses analytical and reporting tools to enable process flow design, provide more comprehensive dashboards, and measure TWA's progress toward meeting our goals and objectives. This includes:

Qualtrics – a leading customer experience management software designed to optimize and deliver desired experiences for the target customers. TWA has developed a Warrior Quality of Life survey based on the Utah Department of Health SF12 scale to examine the veteran subdomain areas outlined below during the intake process and subsequent periods during the veteran engagement. Further definitions of these subdomains are available in the attached document, "Interpreting the SF12."

- General Health
- Physical Functioning
- Role Functioning (Physical)
- Bodily Pain
- Vitality
- Role Functioning (Emotional)
- Mental Health
- Social Functioning

Qualtrics is also be used for a Quality-of-Service rating system for the veteran to provide feedback on the quality of service they have received from TWA and its partners. This survey will also measure the life impact of the service or program that the Warrior participated in.

Tableau- provides a robust tool for increased visualization to better understand and analyze critical data regarding our veteran population and the impact of services on demographics. This will include future predictive analytics that will enable TWA to improve the social determinants of health and increase the ability of our team to define the best path for success based on individual characteristics.

Agency Defined Performance Measure(s):

Metrics are vital to extracting critical findings regarding our program effectiveness and desired outcomes. TWA will measure performance according to daily, weekly, and monthly qualitative and quantitative analysis, in addition to the key performance indicators for the network. The specific goals and milestones for the Economic Stability/Poverty program include:

Goal 1- Veteran Outreach and Engagement

- Specific-Perform weekly targeted Fulton County Outreach activities
- Measurable- Number of LMI veteran intake and assessments completed; Demographic analysis of target population intake; Economic status analysis of target population served
- Achievable-; multiple resources engaged for outreach
- Realistic- TWA has systems and measures in place to manage progress and results
- Time- Q3 2022

Goal 2- Drive Program Effectiveness and Outcomes

- Specific-Implement Workforce Development program and Pro Bono Legal Services for targeted Fulton County population
- Measurable- Number of LMI veterans engaged in TWA programs; Partner organization metrics for veterans in skills development and pro bono legal services; Veteran Cases created and resolved.
- Achievable-Both programs are currently in progress, partners identified, and veterans engaged
- Realistic- TWA has systems and measures in place to manage progress and results
- Time- Q3 2022

Goal 3- Achieve Veteran Quality of Life and Economic Improvement

- Specific-Perform veteran QoL assessments and financial status upon intake and completion of programs.
- Measurable- QoL improvement ratings; Value of economic improvement; number of legal cases outcome success; value of services provided to LMI population served
- Achievable-can begin initial measurements at project start but requires 9-12 months of data for meaningful analysis
- Realistic- systems and processes for implementation and measuring are in use
- Time- Q4 2022/Q1 2023

In support of these goals, TWA will align with the Fulton County Department of Community Development requirements for the Veteran Services Program by reporting on the following County defined performance measures:


1. Number of referrals to WorkSource Fulton / WorkSource Atlanta
2. Number of Veterans placed in Living Wage Employment; receiving training/job development/employment support services which leads to self-sufficiency
3. Number of Veterans receiving access to and support for educational resources (GED testing, college /vocational school scholarships and partnerships)
4. Number of Veterans with improved access to economic opportunities, programs and resources focused on foundational education, career exploration, and coaching to re-engage and provide job readiness skills for employment.

ADDITIONAL REQUIREMENTS

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

1. Contractor agrees to develop, in conjunction with Fulton County, a process of accepting and serving Fulton County residents referred by the Youth and Community Services Division of Fulton County Government.
2. Contractor agrees to allow staff from the Fulton County Department of Community Development to conduct contract compliance site visits as necessary (announced or unannounced).
3. During the site visit, Contractor will be required to allow staff to monitor programming, as well as review client rosters / sign-in sheets and/ or Registration information that should include complete addresses of Fulton County residents served by this funding.
4. Contractor agrees to comply with the Operational Specifications outlined in the 2022 Veterans Services Program RFP 22RFP051322C-MH
5. Contractor agrees that advertising, promotions and other publicity in connection with the supported program(s) shall include the following acknowledgement: **“Funding provided in part by the Fulton County Board of Commissioners under the guidance of the Department of Community Development.”**

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

County Logo  .

Reporting

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

6. Contractor will be required to submit a completed performance report (with deadline of January 13, 2023) to adhere to the requirements outlined in the Performance Report Instructions, as well as the format provided by the Fulton County Department of Community Development. Future funding will be affected if performance reports are not submitted by stipulated due dates.
7. Contractor will be required to provide demographic information concerning the Fulton County residents served, including, but not limited to age, race/ethnicity and gender.
8. Contractor will be required to report the number of UNDUPLICATED/NEW participants directly served through the Veterans Services Program funding. **Please note:** Failure to serve the total number of participants contracted to be served with VSP funding may result in reimbursement of VSP funding to Fulton County. Failure to reimburse the funding requested will result in the ineligibility to receive future funding.
9. Contractor will be required to submit unduplicated client rosters in a spreadsheet format that includes the complete residential addresses of the Fulton County residents served with VSP funding, and LEDGERS demonstrating how Veterans Services Program funds were expended for the specified reporting period.

Expenditure of Funds

10. Contractor is prohibited from utilizing VSP funds for capital expenditures. (A “capital expenditure” is defined as: any resource not completely consumed during the contract year, i.e. computers, printers, construction, vehicles, cell phones, etc.) Program materials that may be pertinent to the scope of services of a funded program and that aid in contractor meeting contracted program outcomes are excluded from the definition of “capital expenditure” (e.g., children's story books, educational materials, games, puzzles, and flash cards).
11. Veterans Services Program funds must be expended by December 31, 2022. All funds that are not spent by this date must be reimbursed to Fulton County Government within 30 days of written request. A Contractor’s failure to adhere to this requirement will result in one or more of the following: inability to receive future funding from Fulton County, and/or legal action against the agency to recoup funding that are not reimbursed by the deadline.

ARTICLE III - COMPENSATION FOR SERVICES

(a) Fulton County agrees to pay Contractor a maximum sum of **\$100,000.00**.

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

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

(d) The Contractor agrees and understands that all expenditures must be consistent with the scope and purpose of this Agreement, and expenditures must be consistent with the guidelines and definitions established in the **Veterans Services Program Request for Proposal ("RFP")**

22RFP051322C-MH, which is hereby incorporated by reference herein and made a part of this agreement. The County reserves the right to approve and reject payment for expenditures which are not consistent with the scope and purpose of this Agreement, and which the County determines are not consistent with the guidelines and definitions established in the Veterans Services Program RFP.

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

ARTICLE IV - RECORD KEEPING

(a) Contractor shall maintain accurate records of the expenditure and disposition of funds, and such records must be in accordance with good accounting practices, and made available for inspection and audit by Fulton County at a time mutually agreeable to parties and upon thirty (30) days' notice to contractor.

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

(c) A performance report, with supportive documentation consistent with provisions of the Agreement outlined in Article II, must be provided to Fulton County no later than **January 13, 2023, for the period June 1, 2022-December 31, 2022.**

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

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

**Youth and Community Services Division
Veterans Services Program
c/o: Grants Administration
hsd.grants@fultoncountyga.gov
137 Peachtree Street, SW
Atlanta, Georgia 30303**

To Contractor:

**The Warrior Alliance
800 Battery Ave SE
Atlanta, Georgia 30339**

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

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

ARTICLE V - INDEMNIFICATION

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

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

(a) This Agreement is effective on **June 1, 2022**, and shall terminate on **December 31, 2022**, unless earlier terminated in accordance with the provisions of this Agreement. Notwithstanding termination of the Agreement, Contractor is obligated to fulfill all of its obligations, including its reporting requirements.

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

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

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

(e) In the event that this agreement is terminated by Fulton County or Contractor, following the Fulton County’s determination that Contractor is not or has not been in substantial compliance with any provision of this agreement, Contractor agrees that Fulton County shall have the right to terminate this Agreement between Fulton County and Contractor without penalty. Contractor acknowledges and agrees

that Fulton County's right to terminate includes, but is not limited to, the right to withhold any and all future compensation due to Contractor pursuant to the terms of any and all other agreements between Fulton County and Contractor.

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

ARTICLE VII - INDEPENDENT CONTRACTOR STATUS

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

(b) Contractor acknowledges that **The Warrior Alliance**, its directors, officers, employees, agents and assigns shall have no right of redress pursuant to the Personnel Rules and Regulations of Fulton County.

(c) The Contractor shall pay all sales, retail, occupational, service, excise, old age benefit and unemployment compensation taxes, consumer, use and other similar taxes, as well as any other taxes or duties on the materials, equipment, and labor for the work provided by the Contractor which are legally enacted by any municipal, county, state or federal authority, department or agency at the time bids are received, whether or not yet effective. The Contractor shall maintain records pertaining to such taxes as well as payment thereof and shall make the same available to Fulton County at all reasonable times for inspection and copying. The Contractor shall apply for any and all tax exemptions which may be applicable and shall timely request from Fulton County such documents and information as may be necessary to obtain

such tax exemptions. Fulton County shall have no liability to the Contractor for payment of any tax from which it is exempt.

ARTICLE VIII - INSURANCE

Contractor agrees to obtain, maintain and furnish to Fulton County, a Certificate of Insurance (COI) showing the required coverage during the entire term of this Agreement. All insurance limits are listed in the “Insurance and Risk Management Provisions” document, Attachment “A”, with Fulton County, Georgia added as an “Additional Insured”. The 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 IX – AMENDMENTS AND MODIFICATIONS TO CONTRACT

(a) This Agreement constitutes the entire agreement between Fulton County and Contractor, and there are no further written or oral agreements with respect thereto, no variations, amendments or modifications of this Agreement, and no waiver of its provisions, shall be valid unless in writing and signed by Fulton County’s and Contractor’s duly authorized representatives and entered into on the minutes of the Fulton County Board of Commissioners meeting.

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

ARTICLE X - SUBCONTRACTING

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

ARTICLE XI - ASSIGNABILITY

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

ARTICLE XII - SEVERABILITY OF TERMS

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

ARTICLE XIII – PRECEDENCE OF AGREEMENT

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

ARTICLE XIV - EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

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

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

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

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

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

ARTICLE XV - CAPTIONS

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

ARTICLE XVI - GOVERNING LAW

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

ARTICLE XVII - JURISDICTION

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

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

[SIGNATURES ON FOLLOWING PAGE]


Attachment A

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:

CONTRACTOR:

FULTON COUNTY, GEORGIA

DocuSigned by:

 14F1B4AA5F6A44A...
 Robert L. Pitts, Chairman
 Fulton County Board of Commissioners

ATTEST:

DocuSigned by:

 EEC476C4837648D...
 Tonya R. Grier
 Clerk to the Commission

(Affix County Seal)




APPROVED AS TO FORM:

DocuSigned by:

 68048E0EDCEC451...
 Office of the County Attorney

APPROVED AS TO CONTENT:

DocuSigned by:

 5F4D76DFB4A0450...
 Stanley Wilson, Director
 Fulton County Department of
 Community Development

Please select RCS or RM from the checkbox


☒ **RCS**

☐ **RM**

ITEM#: 2022-0442 RCS: 6/15/2022
RECESS MEETING

ITEM#: _____ RM: _____
REGULAR MEETING

VENDOR NAME The Warrior Alliance


DocuSigned by: Name of Signatory: **Scott Johnson**

 547A31180A12471...
 Authorized Signature

Please select Attest OR Notary from the checkbox

☒ **Attest**

☐ **Notary**

ATTEST:

DocuSigned by: 2nd Signatory Name: **Joey Tripp**

 AE9EE6EC0E89407...
 2nd Signatory Title: **Director of Development**

Second Authorized Signature

(Affix Corporate Seal)

DocuSigned by:



ATTEST:

Notary Public

County: _____

Commission Expires: _____

(Affix Notary Seal)

#22RFP051322C-MH
2022 Veterans Services Program

Purchasing Forms & Instructions

STATE OF GEORGIA

COUNTY OF FULTON

FORM F: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services¹ under a contract with [insert name of prime contractor] THE WARRIOR ALLIANCE, INC on behalf of Fulton County Government has registered with and is participating in a federal work authorization program*,² in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

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

1832723
EEV/Basic Pilot Program* User Identification Number

[Signature]
BY: Authorized Officer of Agent
(Insert Contractor Name)

PRESIDENT / CEO
Title of Authorized Officer or Agent of Contractor

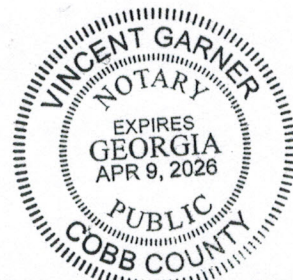
SCOTT JOHNSON
Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this 12 day of May, 2022

Notary Public: [Signature]

County: COBB

Commission Expires: 4/9/2024



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

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

#22RFP051322C-MH
2022 Veterans Services Program

Purchasing Forms & Instructions

STATE OF GEORGIA

COUNTY OF FULTON

FORM G: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services³ under a contract with [insert name of prime contractor] THE WARRIOR ALLIANCE, INC behalf of Fulton County Government has registered with and is participating in a federal work authorization program*,⁴ in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

1832723

EEV/Basic Pilot Program* User Identification Number

BY: [Signature]
Authorized Officer of Agent
(Insert Subcontractor Name)

PRESIDENT/CEO
Title of Authorized Officer or Agent of Subcontractor

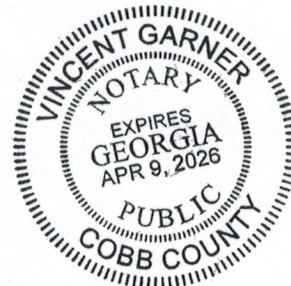
SCOTT JOHNSON
Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this 12 day of May, 2022

Notary Public: [Signature]

County: COBB

Commission Expires: 4/9/2026



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

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



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
07/01/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Nelson Insurance Agency & Financial Services Inc. P.O. Box 275 Thomson GA 30824-0275		CONTACT NAME: H Eugene Nelson III PHONE (A/C, No, Ext): 706-595-8087 FAX (A/C, No): 775-415-8021 E-MAIL ADDRESS: nelsonin@bellsouth.net PRODUCER CUSTOMER ID #: 10514	
INSURED The Warrior Alliance Inc 800 Battery Ave SE Ste 130 ATLANTA GA 30339		INSURER(S) AFFORDING COVERAGE INSURER A: Hiscox Insurance Company Inc INSURER B: Scottsdale Insurance Company INSURER C: Security National Insurance Co INSURER D: INSURER E: INSURER F:	
		NAIC # INSURER A: 10200 INSURER B: 41297 INSURER C: 40533	

COVERAGES
CERTIFICATE NUMBER:
REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			UDC-5196769-CGL-22	07/01/22	07/01/23	EACH OCCURRENCE \$ 2,000,000	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	X	X				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000	
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PERSONAL & ADV INJURY \$ 2,000,000	
							GENERAL AGGREGATE \$ 2,000,000	
							PRODUCTS - COMP/OP AGG \$ S/T Gen. Agg.	
A	AUTOMOBILE LIABILITY			UDC-5196769-CGL-22	07/01/22	07/01/23	COMBINED SINGLE LIMIT (Ea accident) \$	
	<input type="checkbox"/> ANY AUTO	X	X				BODILY INJURY (Per person) \$	
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$	
	<input checked="" type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$	
	<input checked="" type="checkbox"/> HIRED AUTOS			CGL Hired/Non-Owned \$ 1,000,000				
	<input checked="" type="checkbox"/> NON-OWNED AUTOS			(each occurrence) \$ 1,000,000				
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR	X	X	XBS0155233	04/04/22	04/04/230	EACH OCCURRENCE \$ 8,000,000	
	<input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 8,000,000	
	DEDUCTIBLE \$ 0.00							
	<input checked="" type="checkbox"/> RETENTION							
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			SWC1362678	12/07/21	12/07/22	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N <input checked="" type="checkbox"/> Y <input type="checkbox"/> N	N/A				X	E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
	Professional Liability (E&O)							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A		X		UDC-5196769-E0-22	07/01/22	07/01/23	\$ 1,000,000	

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

GL - Blanket additional Insured endorsement.

CERTIFICATE HOLDER
CANCELLATION

Fulton County Government 141 Pryor St SW Atlanta GA 30303-3408	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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**FULTON
COUNTY**

CONTRACT DOCUMENTS

FOR

REQUEST FOR PROPOSAL 22RFP051322C-MH

2022 VETERANS SERVICES PROGRAM

FOR

YOUTH AND COMMUNITY SERVICES DIVISION

OF

FULTON COUNTY, GEORGIA

CONTRACT AGREEMENT

THIS AGREEMENT (“Agreement”), entered into this **1st day of June 2022**, by and between **FULTON COUNTY**, Georgia (hereinafter referred to as “Fulton County” or “County”), a political subdivision of the State of Georgia, acting by and through its Community Development Department’s Youth and Community Services Division (“YCS”), and **Georgia Higher Arts and Technology Training Institute** (hereinafter referred to as “Contractor”), a corporation organized as a nonprofit, tax exempt 501(c)(3) agency, authorized to conduct business within the state of Georgia (hereinafter collectively referred to as the “Parties”).

WITNESSETH

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

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

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

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

The Agreement was approved by the Fulton County Board of Commissioners on **June 15, 2022, BOC#22-0442**.

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

INDEX OF ARTICLES

- ARTICLE 1. PARTIES AND TERM**
- ARTICLE 1. SCOPE OF CONTRACTOR’S DUTIES**
- ARTICLE 2. COMPENSATION FOR SERVICES**
- ARTICLE 3. RECORD KEEPING**
- ARTICLE 4. INDEMNIFICATION**
- ARTICLE 5. TERMINATION OF AGREEMENT FOR CAUSE**
- ARTICLE 6. INDEPENDENT CONTRACTOR STATUS**
- ARTICLE 7. INSURANCE**
- ARTICLE 8. AMENDMENTS AND MODIFICATIONS TO AGREEMENT**
- ARTICLE 9. SUBCONTRACTING**
- ARTICLE 10. ASSIGNABILITY**
- ARTICLE 11. SEVERABILITY OF TERMS**
- ARTICLE 12. PRECEDENCE OF AGREEMENT**
- ARTICLE 13. EQUAL EMPLOYMENT OPPORTUNITY**
- ARTICLE 14. CAPTIONS**
- ARTICLE 15. GOVERNING LAW**
- ARTICLE 16. JURISDICTION**

ARTICLE I - PARTIES AND TERM:

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

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

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

(d) This Agreement will remain in effect from **June 1, 2022**, until midnight **December 31, 2022**.

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

ARTICLE II - SCOPE OF CONTRACTOR'S DUTIES:

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

SCOPE OF WORK:

Veterans Services Program (VSP)

VSP Service Category: Economic Stability/Poverty

VSP Funding Priority(ies):

Economic Stability: Economic Stability Veterans Employment

Georgia Higher Arts and Technology Training Institute, Georgia Higher Arts and Technology Training Institute (GHATTI) 2022 Veterans Service Program Proposal will provide services at the following locations at specified times during the contract period of **06/01/2022** through **12/31/2022**:

Service Delivery Site(s):

Name of Program Site:	Program Location (complete physical address):	Program City	Program State	Program Zip code	Fulton County District of the program (Facility) location:	District(s) of Fulton County Residents Served by the program (facility) location:
Georgia Higher Arts and Technology Training Institute (GHATTI)	6000 Lynmark Way, Ste. 106	Fairburn	Georgia	30213	6	4, 5, 6

Approach and Design:

Georgia Higher Arts and Technology Training Institute, Georgia Higher Arts and Technology Training Institute (GHATTI) 2022 Veterans Service Program Proposal will provide services to 18 clients that reside in Fulton County, with VSP funding.

Georgia Higher Arts and Technology Training Institute, Georgia Higher Arts and Technology Training Institute (GHATTI) 2022 Veterans Service Program Proposal will provide the following activities and services in Fulton County with VSP funding:

GHATTI will offer instruction in audiovisual and media technology. The program courses are:

Audio Production – The life and breath of the recording industry is also a powerful part of multimedia, web, software, film video and audiovisual presentations. With new tools for recording, editing, and broadcasting audio constantly evolving, today's professional audio engineer or producer must have a solid understanding of the basic principles of sound physics as well as knowing how to use the appropriate equipment.

Video Production – The creative video industry includes not only the kind of work with a camera and in an edit suite that leads to nightly sitcoms and newscasts, but also for sales, marketing, advertising, education, and the music industry. New editing techniques and inventive video graphics keep the art of video production fresh and ever changing.

Music Video Production – Qualified videographers are part of the team that introduces the videos we see everywhere we go – from MTV to corporate communications, broadcast television to online communities. With diploma in hand, graduates of the Video Skills diploma program will be prepared for entry-level positions such as camera operator, production assistant, or assistant floor director.

Photography – It has been said a picture is worth a thousand words. Learn the mechanics, techniques and pure enjoyment of portrait, nature and other types of photography.

Droning – From photography and filming, delivery, surveillance, to home inspections, drones are being used for these and many other projects. Our students will learn from a licensed professional how to fly drones and use them for photography and filming.

Our classes consist of three levels: beginning, intermediate, and advance. Students will participate in hands-on training led by certified, experienced instructors using today's technology and innovative equipment such as drones, 4K cameras, green screens, tablets, Chromebooks, etc. Each class is eight weeks long. Students will go through each level earning a certificate at completion. Upon completion of all levels, students will be offered opportunities for paid internships. GHATTI will also offer assistance with job search, interview skills, and resume writing.

Designation of VSP Funds:

Based on the awarded amount of **\$71,500.00**, the VSP funds are designated according to the following cost categories: Administrative, Operational, and Direct Services.

- ***Administrative Expenses***- VSP Funds that are spent on Executive/Management Staff and Administrative Support Staff salaries, salary fringe and benefits ONLY. (Note: Not more than 5% of grant award can be used for administrative costs. Includes direct and indirect charges for administration of the grant)
- ***Operational Expenditures***- VSP funds used to conduct agency/ organizational functions that are secondary to program service delivery such as: office/warehouse lease or mortgage expenses, office supplies (pens, toner, paper, etc.), agency's utility expenses, staff transportation expenses, marketing/catalogues, etc.
- ***Direct Service Expenditures***- VSP funds utilized to provide services directly to agency/program participants such as payments made on behalf of participants for rent, utilities, food, shelter, transportation (rentals, gas, and parking, bus drivers, participant's public transportation costs, etc.) , scholarships and day care vouchers, salaries and fringe benefits for direct service personnel (Case Managers, Educators, Subcontractors, etc.), program supplies (educational/instructional materials, paper, pencils, markers, etc.) directly consumed by participants. Program materials that may be pertinent to the scope of services of a funded program and that aid in contractor meeting contracted program outcomes are included in this definition (i.e. children's story books, educational games, puzzles, and flash cards).

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

Cost Category	Designation of VSP Funding Award	Detailed Explanation of how the Funding Award will be Expended
Administrative (5% Admin max of funds awarded.)	\$3,575.00	Salaries for Admin and Staff
Operational	\$13,000.00	Office lease, utilities, office supplies, marketing
Direct Services	\$54,925.00	Scholarships for students' courses
Totals	\$71,500.00	

Additional Explanation of Funding Details:

Program Performance Measures:

Georgia Higher Arts and Technology Training Institute agrees to track and report program performance to the Fulton County Department of Community Development.

County Defined Performance Measure(s):

Economic Stability: Economic Stability Number of individuals receiving Emergency Financial Assistance|Economic Stability Number of individuals placed in Living Wage Employment|Economic Stability Number of individuals with improved access to economic opportunities

The following program measures/ Key Performance Indicators (“KPI’s”) will be utilized to track and report program outcomes for the Fulton County residents supported with VSP funding, during the funding period (June 1, 2022-December 31, 2022):

Program evaluations are completed monthly. Audiovisual and technology programs evaluated on the following: live performances, audio and/or visual recordings; artwork (photographs) submitted; discussion boards; and student presentations which will be graded utilizing a rubric. Scoring completed by Board of Directors and Instructors. Upon completion of program, students will be offered paid internships. GHATTI will also assist students with job placement and financial counseling.

Agency Defined Performance Measure(s):


Program evaluations are completed monthly. Audiovisual and technology programs evaluated on the following: live performances, audio and/or visual recordings; artwork (photographs) submitted; discussion boards; and student presentations which will be graded utilizing a rubric. Scoring completed by Board of Directors and Instructors. Upon completion of program, students will be offered paid internships. GHATTI will also assist students with job placement and financial counseling.

ADDITIONAL REQUIREMENTS

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

1. Contractor agrees to develop, in conjunction with Fulton County, a process of accepting and serving Fulton County residents referred by the Youth and Community Services Division of Fulton County Government.
2. Contractor agrees to allow staff from the Fulton County Department of Community Development to conduct contract compliance site visits as necessary (announced or unannounced).
3. During the site visit, Contractor will be required to allow staff to monitor programming, as well as review client rosters / sign-in sheets and/ or Registration information that should include complete addresses of Fulton County residents served by this funding.
4. Contractor agrees to comply with the Operational Specifications outlined in the 2022 Veterans Services Program RFP 22RFP051322C-MH
5. Contractor agrees that advertising, promotions and other publicity in connection with the supported program(s) shall include the following acknowledgement: **“Funding provided in part by the Fulton County Board of Commissioners under the guidance of the Department of Community Development.”**

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

County Logo  .

Reporting

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

6. Contractor will be required to submit a completed performance report (with deadline of January 13, 2023) to adhere to the requirements outlined in the Performance Report Instructions, as well as the format provided by the Fulton County Department of Community Development. Future funding will be affected if performance reports are not submitted by stipulated due dates.
7. Contractor will be required to provide demographic information concerning the Fulton County residents served, including, but not limited to age, race/ethnicity and gender.
8. Contractor will be required to report the number of UNDUPLICATED/NEW participants directly served through the Veterans Services Program funding. **Please note:** Failure to serve the total number of participants contracted to be served with VSP funding may result in reimbursement of VSP funding to Fulton County. Failure to reimburse the funding requested will result in the ineligibility to receive future funding.
9. Contractor will be required to submit unduplicated client rosters in a spreadsheet format that includes the complete residential addresses of the Fulton County residents served with VSP funding, and LEDGERS demonstrating how Veterans Services Program funds were expended for the specified reporting period.

Expenditure of Funds

10. Contractor is prohibited from utilizing VSP funds for capital expenditures. (A “capital expenditure” is defined as: any resource not completely consumed during the contract year, i.e. computers, printers, construction, vehicles, cell phones, etc.) Program materials that may be pertinent to the scope of services of a funded program and that aid in contractor meeting contracted program outcomes are excluded from the definition of “capital expenditure” (e.g., children's story books, educational materials, games, puzzles, and flash cards).
11. Veterans Services Program funds must be expended by December 31, 2022. All funds that are not spent by this date must be reimbursed to Fulton County Government within 30 days of written request. A Contractor’s failure to adhere to this requirement will result in one or more of the following: inability to receive future funding from Fulton County, and/or legal action against the agency to recoup funding that are not reimbursed by the deadline.

ARTICLE III - COMPENSATION FOR SERVICES

(a) Fulton County agrees to pay Contractor a maximum sum of **\$71,500.00**.

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

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

(d) The Contractor agrees and understands that all expenditures must be consistent with the scope and purpose of this Agreement, and expenditures must be consistent with the guidelines and definitions established in the **Veterans Services Program Request for Proposal ("RFP")**

22RFP051322C-MH, which is hereby incorporated by reference herein and made a part of this agreement. The County reserves the right to approve and reject payment for expenditures which are not consistent with the scope and purpose of this Agreement, and which the County determines are not consistent with the guidelines and definitions established in the Veterans Services Program RFP.

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

ARTICLE IV - RECORD KEEPING

(a) Contractor shall maintain accurate records of the expenditure and disposition of funds, and such records must be in accordance with good accounting practices, and made available for inspection and audit by Fulton County at a time mutually agreeable to parties and upon thirty (30) days' notice to contractor.

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

(c) A performance report, with supportive documentation consistent with provisions of the Agreement outlined in Article II, must be provided to Fulton County no later than **January 13, 2023, for the period June 1, 2022-December 31, 2022.**

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

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

**Youth and Community Services Division
Veterans Services Program
c/o: Grants Administration
hsd.grants@fultoncountyga.gov
137 Peachtree Street, SW
Atlanta, Georgia 30303**

To Contractor:

**Georgia Higher Arts and Technology Training Institute
6115 Chastain Way
Fairburn, Georgia 30213**

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

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

ARTICLE V - INDEMNIFICATION

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

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

(a) This Agreement is effective on **June 1, 2022**, and shall terminate on **December 31, 2022**, unless earlier terminated in accordance with the provisions of this Agreement. Notwithstanding termination of the Agreement, Contractor is obligated to fulfill all of its obligations, including its reporting requirements.

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

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

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

(e) In the event that this agreement is terminated by Fulton County or Contractor, following the Fulton County’s determination that Contractor is not or has not been in substantial compliance with any

provision of this agreement, Contractor agrees that Fulton County shall have the right to terminate this Agreement between Fulton County and Contractor without penalty. Contractor acknowledges and agrees that Fulton County's right to terminate includes, but is not limited to, the right to withhold any and all future compensation due to Contractor pursuant to the terms of any and all other agreements between Fulton County and Contractor.

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

ARTICLE VII - INDEPENDENT CONTRACTOR STATUS

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

(b) Contractor acknowledges that **Georgia Higher Arts and Technology Training Institute**, its directors, officers, employees, agents and assigns shall have no right of redress pursuant to the Personnel Rules and Regulations of Fulton County.

(c) The Contractor shall pay all sales, retail, occupational, service, excise, old age benefit and unemployment compensation taxes, consumer, use and other similar taxes, as well as any other taxes or duties on the materials, equipment, and labor for the work provided by the Contractor which are legally enacted by any municipal, county, state or federal authority, department or agency at the time bids are received, whether or not yet effective. The Contractor shall maintain records pertaining to such taxes as well as payment thereof and shall make the same available to Fulton County at all reasonable times for

inspection and copying. The Contractor shall apply for any and all tax exemptions which may be applicable and shall timely request from Fulton County such documents and information as may be necessary to obtain such tax exemptions. Fulton County shall have no liability to the Contractor for payment of any tax from which it is exempt.

ARTICLE VIII - INSURANCE

Contractor agrees to obtain, maintain and furnish to Fulton County, a Certificate of Insurance (COI) showing the required coverage during the entire term of this Agreement. All insurance limits are listed in the “Insurance and Risk Management Provisions” document, Attachment “A”, with Fulton County, Georgia added as an “Additional Insured”. The 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 IX – AMENDMENTS AND MODIFICATIONS TO CONTRACT

(a) This Agreement constitutes the entire agreement between Fulton County and Contractor, and there are no further written or oral agreements with respect thereto, no variations, amendments or modifications of this Agreement, and no waiver of its provisions, shall be valid unless in writing and signed by Fulton County’s and Contractor’s duly authorized representatives and entered into on the minutes of the Fulton County Board of Commissioners meeting.

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

ARTICLE X - SUBCONTRACTING

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

ARTICLE XI - ASSIGNABILITY

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

ARTICLE XII - SEVERABILITY OF TERMS

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

ARTICLE XIII – PRECEDENCE OF AGREEMENT

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

ARTICLE XIV - EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

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

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

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

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

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

ARTICLE XV - CAPTIONS

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

ARTICLE XVI - GOVERNING LAW

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

ARTICLE XVII - JURISDICTION

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

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

[SIGNATURES ON FOLLOWING PAGE]

Attachment A

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

OWNER:

FULTON COUNTY, GEORGIA

DocuSigned by:

 14F1B4AA5F6A44A
 Robert L. Pitts, Chairman
 Fulton County Board of Commissioners

ATTEST:

DocuSigned by:

 EEC476C4837648D
 Tonya R. Grier
 Clerk to the Commission

(Affix County Seal)




APPROVED AS TO FORM:

DocuSigned by:

 68048E0EDCEC451
 Office of the County Attorney

APPROVED AS TO CONTENT:


DocuSigned by:

 5F4D76DFB4A0450
 Stanley Wilson, Director
 Fulton County Department of
 Community Development

Please select RCS or RM from the checkbox

☒ **RCS**

CONTRACTOR:

**Georgia Higher Arts and
 Technology Training Institute**
VENDOR NAME

DocuSigned by: Name of Signatory: **Monroe Johnson, Jr.**

 9B3B523AC6A74B1...
 President & CEO

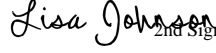
Authorized Signature

Please select Attest OR Notary from the checkbox

☒ **Attest**

☐ **Notary**

ATTEST:

DocuSigned by: 2nd Signatory Name: **Lisa M. Johnson**

 103AAEA5ADE8445...
 2nd Signatory Title: **Treasurer**

Second Authorized Signature

DocuSigned by:

(Affix Corporate Seal)



ATTEST:

Notary Public

County: _____

Commission Expires: _____

(Affix Notary Seal)

ITEM#: 2022-0442	RCS: 6/15/2022	ITEM#: _____	RM: _____
RECESS MEETING		REGULAR MEETING	

#22RFP051322C-MH
2022 Veterans Services Program

Purchasing Forms & Instructions

STATE OF GEORGIA

COUNTY OF FULTON

FORM F: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services¹ under a contract with [insert name of prime contractor] Georgia Higher Arts & Technology Training Institute on behalf of Fulton County Government has registered with and is participating in a federal work authorization program*,² in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

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

1390288

EEV/Basic Pilot Program* User Identification Number

BY: [Signature]
(Insert Contractor Name)

Monroe Johnson Jr. President
Title of Authorized Officer or Agent of Contractor

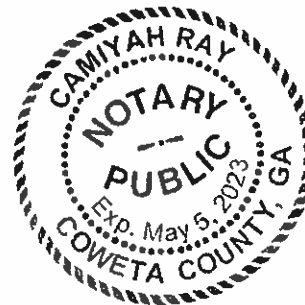
Monroe Johnson Jr.
Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this 11 day of May, 2022

Notary Public: [Signature]

County: COWETA COUNTY

Commission Expires: 05/05/2023



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

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/24/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Next First Insurance Agency, Inc. PO Box 60787 Palo Alto, CA 94306	CONTACT NAME: PHONE (A/C. No. Ext): (855) 222-5919 FAX (A/C. No.): E-MAIL ADDRESS: support@nextinsurance.com
INSURER(S) AFFORDING COVERAGE	
INSURER A: Next Insurance US Company	
NAIC # 16285	
INSURED Georgia Higher Arts & Technology Training Institute Inc. 6115 Chastain Way Fairburn, GA 30213	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 0533500

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			NXTNH5UMEP-01-GL	07/09/2022	07/09/2023	EACH OCCURRENCE \$1,000,000.00
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000.00
							MED EXP (Any one person) \$10,000.00
							PERSONAL & ADV INJURY \$1,000,000.00
							GENERAL AGGREGATE \$1,000,000.00
						PRODUCTS - COMP/OP AGG \$1,000,000.00	
							\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$
							AGGREGATE \$
							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N <input checked="" type="checkbox"/> N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability			NXTNH5UMEP-01-GL	07/09/2022	07/09/2023	Each Occurrence: \$1,000,000.00 Aggregate: \$1,000,000.00

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

Proof of Insurance.

CERTIFICATE HOLDER

Georgia Higher Arts & Technology Training Institute Inc.
 6115 Chastain Way
 Fairburn, GA 30213

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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July 1, 2022

Re: Application ID Number: 20470

Program Title: Georgia Higher Arts and Technology Training Institute (GHATTI)

2022 Veterans Service Program Proposal

To Whom It May Concern:

This letter serves to inform the Community Services Program that the Georgia Higher Arts and Technology Training Institute (GHATTI) utilizes W-9 contractors for our organization. Therefore, we are not required to have workers compensation for our organization.

If you have any questions or concerns, please feel free to contact me at 770.899.9539.

Thank you.

Best,

Monroe Johnson Jr.

President and CEO

Georgia Higher Arts and Technology Training Institute

johnson.ghatti@gmail.com



**FULTON
COUNTY**

CONTRACT DOCUMENTS

FOR

REQUEST FOR PROPOSAL 22RFP051322C-MH

2022 VETERANS SERVICES PROGRAM

FOR

YOUTH AND COMMUNITY SERVICES DIVISION

OF

FULTON COUNTY, GEORGIA

CONTRACT AGREEMENT

THIS AGREEMENT (“Agreement”), entered into this **1st day of June 2022**, by and between **FULTON COUNTY**, Georgia (hereinafter referred to as “Fulton County” or “County”), a political subdivision of the State of Georgia, acting by and through its Community Development Department’s Youth and Community Services Division (“YCS”), and **Atlanta Technical College Foundation, Inc.** (hereinafter referred to as “Contractor”), a corporation organized as a nonprofit, tax exempt 501(c) (3) agency, authorized to conduct business within the state of Georgia (hereinafter collectively referred to as the “Parties”).

WITNESSETH

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

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

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

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

The Agreement was approved by the Fulton County Board of Commissioners on **June 15, 2022, BOC#22-0442**.

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

INDEX OF ARTICLES

- ARTICLE 1. PARTIES AND TERM**
- ARTICLE 1. SCOPE OF CONTRACTOR’S DUTIES**
- ARTICLE 2. COMPENSATION FOR SERVICES**
- ARTICLE 3. RECORD KEEPING**
- ARTICLE 4. INDEMNIFICATION**
- ARTICLE 5. TERMINATION OF AGREEMENT FOR CAUSE**
- ARTICLE 6. INDEPENDENT CONTRACTOR STATUS**
- ARTICLE 7. INSURANCE**
- ARTICLE 8. AMENDMENTS AND MODIFICATIONS TO AGREEMENT**
- ARTICLE 9. SUBCONTRACTING**
- ARTICLE 10. ASSIGNABILITY**
- ARTICLE 11. SEVERABILITY OF TERMS**
- ARTICLE 12. PRECEDENCE OF AGREEMENT**
- ARTICLE 13. EQUAL EMPLOYMENT OPPORTUNITY**
- ARTICLE 14. CAPTIONS**
- ARTICLE 15. GOVERNING LAW**
- ARTICLE 16. JURISDICTION**

ARTICLE I - PARTIES AND TERM:

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

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

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

(d) This Agreement will remain in effect from **June 1, 2022**, until midnight **December 31, 2022**.

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

ARTICLE II - SCOPE OF CONTRACTOR'S DUTIES:

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

SCOPE OF WORK:

Veterans Services Program (VSP)

VSP Service Category: Economic Stability/Poverty

VSP Funding Priority(ies):

Economic Stability: Economic Stability Veterans Employment|Economic Stability Veterans Education

Atlanta Technical College Foundation, Inc., The ATC Fulton County Veterans Services Program (ATC-FCVS) will provide services at the following locations at specified times during the contract period of **06/01/2022** through **12/31/2022**:

Service Delivery Site(s):

Name of Program Site:	Program Location (complete physical address):	Program City	Program State	Program Zip code	Fulton County District of the program (Facility) location:	District(s) of Fulton County Residents Served by the program (facility) location:
Atlanta Technical College	1560 Metropolitan Parkway	Atlanta	GA	30310	4	1, 2, 3, 4, 5, 6

Approach and Design:

Atlanta Technical College Foundation, Inc., The ATC Fulton County Veterans Services Program (ATC-FCVS) will provide services to 50 clients that reside in Fulton County, with VSP funding.

Atlanta Technical College Foundation, Inc., The ATC Fulton County Veterans Services Program (ATC-FCVS) will provide the following activities and services in Fulton County with VSP funding:

Atlanta Technical College's Veteran Services is run by veterans for veterans and offers a one-stop-shop that is easily accessible and widely available to service members, veterans, and dependents. Our goal is to empower our service members, veterans, and dependents with the tools necessary for achieving their academic goals. ATC's Veteran Services strives to provide a supportive educational environment that fosters student success and achievement through information sharing, referral services, and outreach programs. **Location:** The Atlanta Technical College Veteran's Service Department is located in the Student Success Center on the main campus of ATC. The College provides career-focused education in more than 150 fields of study; job readiness assessments; development of individual academic advisement/completion plans; referrals to external support programs and services; academic tutoring and coaching; resume and interviewing assistance; and job search resources.

Veteran Services Program Service Category: The ATC-FCVPS program takes place on our college campus, is accessible under the Americans with Disabilities Act (ADA), and aligns with the Economic Stability/Poverty Funding Priorities of this grant's requirements: 1) Veterans Living in Poverty – through our community partnership with Warrior Alliance, ATC-FCVPS program includes basic needs, food security, housing, goods and services, emergency financial services, and substance abuse and support programs. This aspect of the ACT-FCVS program is delivered through an intentional partnership focused on reversing poverty trends for veterans by meeting their foundational wraparound needs. 2) Veterans Employment and Employment Training - includes job training, job search and preparation services, and business ownership counseling. The ATC-FCVPS focuses on preparing Veterans and transitioning service members for meaningful careers, providing entrepreneurship resources and expertise, and protecting reemployment rights. 3) Veterans Education – the ATC-FCVPS programming includes GI Bill assistance, financial aid counseling, loans, scholarships, tuition programs, learning skills preparation, and student Veterans organization support. ATC-FCVPS focuses on promoting educational opportunities and supporting student Veterans currently enrolled in schools. 4) Veterans Financial Planning/Services – provided by ATC's Continuing Education Department. This customized course is a program curriculum component that includes compensation, consumer protection, budgetary, pension and tax counseling, unemployment services, and emergency assistance. ATC-FCVPS focuses on preparing transitioning military members for financial success and helping all Veterans obtain financial security. 5) Veterans Legal Services – will be provided by our community partnership with Legal Aid and provides legal assistance, pro bono programs, legal clinics, judicial system programs, service records, identification cards, and military awards and discharge review. ATC-FCVPS focuses on access to legal resources to assist with medical challenges, disability benefits, reemployment rights, debt collection, housing, criminal matters, license restoration, and family law.

Programs, Services, and Campus Culture:

ATC has been intentional in its approach and design of all Veteran Department programming to ensure the campus is "veteran-friendly," entailing various factors such as support, admissions, funding,

communication, and services. Tremendous diversity and inclusion (DI) frame ATC's veteran-friendly programs across ATC academic institutions. ATC has created a culture of trust and connectedness across the campus community to promote well-being and success for veterans. The three core elements of design activities include:

Creating Successful Programs	Academic Support	Campus Culture
<ul style="list-style-type: none"> • Top-Down Support • Central Point of Contact • Veteran-Specific Space <ul style="list-style-type: none"> ◦ Staff and Faculty Training ◦ Opening Lines of Communication • Identifying Student Veterans • Student Veteran Organization 	<ul style="list-style-type: none"> • Admissions • Veterans Orientation • Assistance w/ Financial Aid & Veterans Affairs • Academic Preparation, Counseling, and Tutoring • Veteran-Specific Courses • Veteran Peer-to-Peer Networks and Life Coaching • Career Exploration & Job Readiness • Employment Placement Assistance • Scholarships 	<ul style="list-style-type: none"> • Campus Life • Engaging Student Veterans • Housing Information

Approach#1-Education: ATC is part of the Technical College System of Georgia (TCSG). Given this, the ATC-FCVPS program seeks to enhance the academic power of technical education services offered to increase further the capacity of educational, training, and employment efforts for veterans and military-connected individuals in Fulton County. Of our current veteran student population, 35% reside in Fulton County. There will be no duplication or over saturation of services; instead, a chance to expand and sustain ATC's technical college education model as a "Bridge Program" for veterans and military-connected individuals. Designed as a blended program model, ATC-FCVPS incorporates a) Career Pathways and b) Alternative Pathways Program (APP) by preparing those who lack adequate basic skills to enter and succeed in post-secondary education and workforce training, leading to career-path employment. ATC-FCVPS as a Bridge Program enables students to advance to better jobs and further education and training, and thus are designed to provide a broad foundation for career-long learning on the job and formal post-high school education and training. ATC-FCVPS is a scaffolding education and training that drives successful program completion and job placement outcomes. ATC-FCVPS incorporates six "program pillars" that APPs need to optimize as best practicing to best serve the veterans effectively. This new program ensures sustainability, access, quality education, training, and employment services for a disenfranchised and low-income population. ATC-FCVPS explicitly prepares veterans and military-connected individuals for validated in-demand workforce opportunities.

Approach#2 -Center for Workforce Innovation: ATC-FCVPS within the college represents an exciting potential solution to the employment barriers of veterans and military-connected individuals who are often low-income adults reacclimating to our communities. Additionally, ATC will use its Center for Workforce Innovation (CWI) as the core element of the ATC-FCVPS program design. The CWI is an innovative partnership between Atlanta Technical College, the City of Atlanta, and the Atlanta Committee for Progress. With the direct input, investment, and involvement of corporate and community partners, the CWI focuses

on preparing students to enter careers that meet local high-demand, rapidly changing workforce needs and lead to economic mobility. These strategies provide students with access to resources essential to becoming successful college completers and ultimately well-skilled, confident employees. ATC has a 99 percent job placement rate and a proven track record in removing barriers to access and success and helping students succeed. During 2020-2022 despite navigating a pandemic, enrollment, retention, and graduation reached the highest they have ever been in the history of the college.

Outreach and Recruitment Strategies incorporate the following: 1) Sustain and develop relationships with Veteran-Focused Groups; 2) Attend or sponsor career events near military installations, as well career events on campus and participating in career events at military installations; 3) Attend and participate in career fairs and information sessions throughout the community, speak to groups and various associations; 4) Keep the Military Brand on Campus - sponsoring military events on or near campus and recruitment through word-of-mouth marketing; 5) Connect with Off-Campus Organizations - local V.A. Branches and the Association of the United States Army, among others; and 6) Target Focused Recruitment– military bases, transit homes, and Veteran Hospitals.

Student Experience - veterans and military-connected individuals will have a student experience at ATC that mirrors all ATC CWI students within the college, from admissions, financial aid, academic advising, career readiness and training, graduation, and placement (See illustration below).

Policies - ATC has clearly defined guidelines that drive protocols, processes, and practices. In terms of supporting the military-connected student, ATC's policies are designed to contribute to a positive and productive experience for those who are active, veterans, National Guard, Reserve, or family members. Clear and concise directions on the application process and school policies related to student veterans' acceptance, readmission, and transfer process contribute to a less daunting campus experience.

Admissions	Policy Applications	Student Services
<ul style="list-style-type: none"> Recruitment Application process Entrance exams Transcript review Financial Aid 	<ul style="list-style-type: none"> Website communication Early registration Residency policies Withdrawal and readmission 	<ul style="list-style-type: none"> Diversity Disability services Health services Mental health services Career services

Staffing Pattern – The ATC-FCVPS program will have two designated team members for the program's implementation: **Program Coordinator** – certifying official and designated individual to provide oversight of partnerships, policies, performance and reporting, and institutional alignment with ATC's guidelines. Part-time **Student Academic Success Navigator and Data Specialist** – a single point of contact on campus to help veteran students and family members navigate their college experience. Responsible for recruitment and outreach activities, performs data entry within the Banner System and contributes to employer engagement for career and employment pathways success.

Designation of VSP Funds:

Based on the awarded amount of **\$70,000.00**, the VSP funds are designated according to the following cost categories: Administrative, Operational, and Direct Services.

- ***Administrative Expenses-*** VSP Funds that are spent on Executive/Management Staff and Administrative Support Staff salaries, salary fringe and benefits ONLY. (Note: Not more than 5% of grant award can be used for administrative costs. Includes direct and indirect charges for administration of the grant)
- ***Operational Expenditures-*** VSP funds used to conduct agency/ organizational functions that are secondary to program service delivery such as: office/warehouse lease or mortgage expenses, office supplies (pens, toner, paper, etc.), agency's utility expenses, staff transportation expenses, marketing/catalogues, etc.
- ***Direct Service Expenditures-*** VSP funds utilized to provide services directly to agency/program participants such as payments made on behalf of participants for rent, utilities, food, shelter, transportation (rentals, gas, and parking, bus drivers, participant's public transportation costs, etc.) , scholarships and day care vouchers, salaries and fringe benefits for direct service personnel (Case Managers, Educators, Subcontractors, etc.), program supplies (educational/instructional materials, paper, pencils, markers, etc.) directly consumed by participants. Program materials that may be pertinent to the scope of services of a funded program and that aid in contractor meeting contracted program outcomes are included in this definition (i.e. children's story books, educational games, puzzles, and flash cards).

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

Cost Category	Designation of VSP Funding Award	Detailed Explanation of how the Funding Award will be Expended
Administrative (5% Admin max of funds awarded.)	\$3,500.00	Senior level program oversight, compliance monitoring and financial management.
Operational	\$16,500.00	Programmatic management
Direct Services	\$50,000.00	Emergency assistance, transportation, uniforms, tools, books, Veterans club meetings, Veterans Day Event, polo shirts, uniforms, credential attainment and employment retention incentives.
Totals	\$70,000.00	

Additional Explanation of Funding Details:

Administrative - The Dean of Students provides director supervision to the Veterans Coordinator (VC) and will meet with the VC weekly for programmatic guidance and direction as needed. The Director of Grants Management will ensure required reports are submitted timely, programmatic compliance through internal monitoring, and track enrollment, retention, credential attainment, and employment data through the Institutional Effectiveness and Learning Division. The Grant Accountant will be responsible for all financial reporting.

Operational - The VC will manage all aspects of the program. Supervise program staff. Develop organizational partnerships with government and private and nonprofit entities. Account for all funds associated with the program. Monitor the quality of services offered. Perform all other duties necessary to properly manage the program. Provide case management and advocacy to all participants. Develop and sustain relationships with community organizations, agencies, and employers to ensure that the essential needs of the participants are met and implement program resources and assessment tools to help participants identify their personality traits, skills, interests, and values related to exploring career options.

Additionally, a part-time achievement facilitator will be responsible for delivering excellent and relevant academic advisement, information, and services to ATC-FCVSP students. Primary Duties: Advises students on academic requirements and selection of courses; Assists students in developing and personalizing an education plan; Disseminates information on institutional policies and procedures; Evaluates and determines the transfer of credits; researches course descriptions to determine transferability; Reviews and interprets placement and other standardized test scores, unofficial transcripts, and course prerequisites; Understands the institution's interpretation of FERPA rules for the release of student information to faculty, parents, students, etc.; Identify personal and academic strengths and challenges that must be considered and addressed during career and employment counseling and planning.

Direct Services - grants funds will be used to provide the following: emergency assistance, tuition, fees, books, uniforms, tools, Veterans club meetings refreshments, Veterans Day Event, short and long sleeves polo shirts, equipment, uniforms, technology assistance, credential attainment incentives, and employment retention incentives to the ATC-FCVSP students.

Program Performance Measures:

Atlanta Technical College Foundation, Inc. agrees to track and report program performance to the Fulton County Department of Community Development.

County Defined Performance Measure(s):

Economic Stability: Economic Stability Number of individuals placed in Living Wage Employment

The following program measures/ Key Performance Indicators (“KPI’s”) will be utilized to track and report program outcomes for the Fulton County residents supported with VSP funding, during the funding period (June 1, 2022-December 31, 2022):

County Defined Performance Measures
Number of Veterans placed in Living Wage Employment; receiving training/job development/employment support services which lead to self-sufficiency 100% of participants will credential training services based on the selected program of study. 100% of graduates will be referred to the Career Services Office for employment assistance and employment support services after credentials are received.
Data Collection - The Technical College System of Georgia has a very robust data collection system and provides outcomes reports at the end of each semester to all Technical Colleges.

Agency Defined Performance Measure(s):


Agency Defined Performance Measures
Number of Veterans that attend at least two program-specific workshops 90% of participants will attend at least two program-specific workshops
Data Collection - Sign-in sheets from each workshop session
Number of Veterans referred for external wrap-around services 100% of participants in need of external wrap-around services will be referred
Data Collection - Referral documentation to the external partner verifying service provided
Number of Veterans that continue on to further post-secondary education pursuits. 100% of participants desiring further post-secondary pursuits will be supported.
Data Collection - Documentation that substantiates further educational pursuits.

ADDITIONAL REQUIREMENTS

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

1. Contractor agrees to develop, in conjunction with Fulton County, a process of accepting and serving Fulton County residents referred by the Youth and Community Services Division of Fulton County Government.
2. Contractor agrees to allow staff from the Fulton County Department of Community Development to conduct contract compliance site visits as necessary (announced or unannounced).
3. During the site visit, Contractor will be required to allow staff to monitor programming, as well as review client rosters / sign-in sheets and/ or Registration information that should include complete addresses of Fulton County residents served by this funding.
4. Contractor agrees to comply with the Operational Specifications outlined in the 2022 Veterans Services Program RFP 22RFP051322C-MH
5. Contractor agrees that advertising, promotions and other publicity in connection with the supported program(s) shall include the following acknowledgement: **“Funding provided in part by the Fulton County Board of Commissioners under the guidance of the Department of Community Development.”**

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

County Logo  .

Reporting

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

6. Contractor will be required to submit a completed performance report (with deadline of January 13, 2023) to adhere to the requirements outlined in the Performance Report Instructions, as well as the format provided by the Fulton County Department of Community Development. Future funding will be affected if performance reports are not submitted by stipulated due dates.
7. Contractor will be required to provide demographic information concerning the Fulton County residents served, including, but not limited to age, race/ethnicity and gender.
8. Contractor will be required to report the number of UNDUPLICATED/NEW participants directly served through the Veterans Services Program funding. **Please note:** Failure to serve the total number of participants contracted to be served with VSP funding may result in reimbursement of VSP funding to Fulton County. Failure to reimburse the funding requested will result in the ineligibility to receive future funding.
9. Contractor will be required to submit unduplicated client rosters in a spreadsheet format that includes the complete residential addresses of the Fulton County residents served with VSP funding, and LEDGERS demonstrating how Veterans Services Program funds were expended for the specified reporting period.

Expenditure of Funds

10. Contractor is prohibited from utilizing VSP funds for capital expenditures. (A “capital expenditure” is defined as: any resource not completely consumed during the contract year, i.e. computers, printers, construction, vehicles, cell phones, etc.) Program materials that may be pertinent to the scope of services of a funded program and that aid in contractor meeting contracted program outcomes are excluded from the definition of “capital expenditure” (e.g., children's story books, educational materials, games, puzzles, and flash cards).
11. Veterans Services Program funds must be expended by December 31, 2022. All funds that are not spent by this date must be reimbursed to Fulton County Government within 30 days of written request. A Contractor’s failure to adhere to this requirement will result in one or more of the following: inability to receive future funding from Fulton County, and/or legal action against the agency to recoup funding that are not reimbursed by the deadline.

ARTICLE III - COMPENSATION FOR SERVICES

(a) Fulton County agrees to pay Contractor a maximum sum of **\$70,000.00**.

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

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

(d) The Contractor agrees and understands that all expenditures must be consistent with the scope and purpose of this Agreement, and expenditures must be consistent with the guidelines and definitions established in the **Veterans Services Program Request for Proposal ("RFP")**

22RFP051322C-MH, which is hereby incorporated by reference herein and made a part of this agreement. The County reserves the right to approve and reject payment for expenditures which are not consistent with the scope and purpose of this Agreement, and which the County determines are not consistent with the guidelines and definitions established in the Veterans Services Program RFP.

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

ARTICLE IV - RECORD KEEPING

(a) Contractor shall maintain accurate records of the expenditure and disposition of funds, and such records must be in accordance with good accounting practices, and made available for inspection and audit by Fulton County at a time mutually agreeable to parties and upon thirty (30) days' notice to contractor.

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

(c) A performance report, with supportive documentation consistent with provisions of the Agreement outlined in Article II, must be provided to Fulton County no later than **January 13, 2023, for the period June 1, 2022-December 31, 2022.**

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

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

**Youth and Community Services Division
Veterans Services Program
c/o: Grants Administration
hsd.grants@fultoncountygva.gov
137 Peachtree Street, SW
Atlanta, Georgia 30303**

To Contractor:

**Atlanta Technical College Foundation, Inc.
1560 Metropolitan Parkway SW
Atlanta, Georgia 30310**

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

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

ARTICLE V - INDEMNIFICATION

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

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

(a) This Agreement is effective on **June 1, 2022**, and shall terminate on **December 31, 2022**, unless earlier terminated in accordance with the provisions of this Agreement. Notwithstanding termination of the Agreement, Contractor is obligated to fulfill all of its obligations, including its reporting requirements.

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

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

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

(e) In the event that this agreement is terminated by Fulton County or Contractor, following the Fulton County’s determination that Contractor is not or has not been in substantial compliance with any provision of this agreement, Contractor agrees that Fulton County shall have the right to terminate this Agreement between Fulton County and Contractor without penalty. Contractor acknowledges and agrees

that Fulton County's right to terminate includes, but is not limited to, the right to withhold any and all future compensation due to Contractor pursuant to the terms of any and all other agreements between Fulton County and Contractor.

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

ARTICLE VII - INDEPENDENT CONTRACTOR STATUS

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

(b) Contractor acknowledges that **Atlanta Technical College Foundation, Inc.**, its directors, officers, employees, agents and assigns shall have no right of redress pursuant to the Personnel Rules and Regulations of Fulton County.

(c) The Contractor shall pay all sales, retail, occupational, service, excise, old age benefit and unemployment compensation taxes, consumer, use and other similar taxes, as well as any other taxes or duties on the materials, equipment, and labor for the work provided by the Contractor which are legally enacted by any municipal, county, state or federal authority, department or agency at the time bids are received, whether or not yet effective. The Contractor shall maintain records pertaining to such taxes as well as payment thereof and shall make the same available to Fulton County at all reasonable times for inspection and copying. The Contractor shall apply for any and all tax exemptions which may be applicable and shall timely request from Fulton County such documents and information as may be necessary to obtain

such tax exemptions. Fulton County shall have no liability to the Contractor for payment of any tax from which it is exempt.

ARTICLE VIII - INSURANCE

Contractor agrees to obtain, maintain and furnish to Fulton County, a Certificate of Insurance (COI) showing the required coverage during the entire term of this Agreement. All insurance limits are listed in the “Insurance and Risk Management Provisions” document, Attachment “A”, with Fulton County, Georgia added as an “Additional Insured”. The 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 IX – AMENDMENTS AND MODIFICATIONS TO CONTRACT

(a) This Agreement constitutes the entire agreement between Fulton County and Contractor, and there are no further written or oral agreements with respect thereto, no variations, amendments or modifications of this Agreement, and no waiver of its provisions, shall be valid unless in writing and signed by Fulton County’s and Contractor’s duly authorized representatives and entered into on the minutes of the Fulton County Board of Commissioners meeting.

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

ARTICLE X - SUBCONTRACTING

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

ARTICLE XI - ASSIGNABILITY

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

ARTICLE XII - SEVERABILITY OF TERMS

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

ARTICLE XIII – PRECEDENCE OF AGREEMENT

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

ARTICLE XIV - EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

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

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

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

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

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

ARTICLE XV - CAPTIONS

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

ARTICLE XVI - GOVERNING LAW

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

ARTICLE XVII - JURISDICTION

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

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

[SIGNATURES ON FOLLOWING PAGE]

Attachment A

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:


CONTRACTOR:

FULTON COUNTY, GEORGIA

VENDOR NAME Atlanta Technical College Foundation, Inc.

DocuSigned by:

14E1B4AA5F6A44A
Robert L. Pitts, Chairman
Fulton County Board of Commissioners

DocuSigned by: Name of Signatory: **Shannon A. Georgecink**

D4150D9EB1C2459...
Executive Director
Authorized Signature

Please select Attest OR Notary from the checkbox

☒ Attest


☐ Notary

ATTEST:

ATTEST:

DocuSigned by:

EEC476C4837648D...
Tonya R. Grier
Clerk to the Commission

DocuSigned by: 2nd Signatory Name: **Dr. Victoria Seals**

374C284D313E4A6...
2nd Signatory Title: **President**

Second Authorized Signature

DocuSigned by:

(Affix County Seal)



(Affix Corporate Seal)



APPROVED AS TO FORM:

ATTEST:

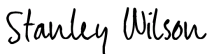
DocuSigned by:

68048E0EDCEC451...
Office of the County Attorney

Notary Public

APPROVED AS TO CONTENT:

County: _____

DocuSigned by:

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

Commission Expires: _____

(Affix Notary Seal)

Please select RCS or RM from the checkbox

☒ RCS

☐ RM

ITEM#: 2022-0442 RCS: 6/15/2022
RECESS MEETING

ITEM#: _____ RM: _____
REGULAR MEETING

#22RFP051322C-MH
2022 Veterans Services Program

Purchasing Forms & Instructions

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

Instructions:

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

#22RFP051322C-MH
2022 Veterans Services Program

Purchasing Forms & Instructions

STATE OF GEORGIA

COUNTY OF FULTON

FORM F: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services¹ under a contract with [insert name of prime contractor] ATLANTA TECHNICAL COLLEGE on behalf of Fulton County Government has registered with and is participating in a federal work authorization program*,² in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

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

EEV/Basic Pilot Program* User Identification Number

Victoria Seals

BY: Authorized Officer of Agent
(Insert Contractor Name)

PRESIDENT ATLANTA TECHNICAL COLLEGE
Title of Authorized Officer or Agent of Contractor

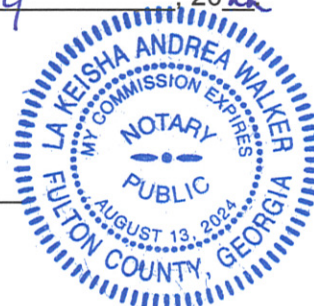
VICTORIA SEALS
Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this 13th day of May, 2022

Notary Public: LaKeisha Andrea Walker

County: Fulton

Commission Expires: August 13, 2024



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

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

STATE OF GEORGIA
DEPARTMENT OF ADMINISTRATIVE SERVICES
CERTIFICATE OF INSURANCE

Name and Address of Agency Department of Administrative Services Risk Management Services 200 Piedmont Avenue SE Suite 1208 West Tower Atlanta, Georgia 30334-9010	Coverages Afforded By:		
	Company Letter	A	State of Ga. Risk Management Services
	Company Letter	B	Great American Insurance Company
	Company Letter	C	
	Company Letter	D	
Name and Address of Insured TCSG-Atlanta Technical College 1560 Metropolitan Parkway Atlanta, GA 30310	Company Letter	E	

This certificate is given as a matter of information only and confers no rights upon the certificate holder. 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 policy(ies) described herein is subject to all the terms, exclusions and conditions of such policy(ies). This certificate does not amend, extend or otherwise alter the coverages afforded by the policy(ies) described herein.

COMPANY LETTER	TYPES OF INSURANCE	POLICY NUMBER	POLICY EXPIRES	LIMITS APPLY SEPARATELY PER POLICY
A	COV. LIABILITY (GL, MEDICAL MALPRACTICE) A TORT CLAIMS LIABILITY POLICY. State agency or Authority is insured When sued in state courts.	TCP 401-14-20	6/30/2023	BODILY INJURY & PROPERTY DAMAGE & PERSONAL INJURY COMBINED
A	B EMPLOYEE LIABILITY POLICY. Employee is insured when sued Individually.	CGL 401-14-20	6/30/2023	PER PERSON \$1,000,000
	C STATE AUTHORITY POLICY. Coverage applies when Authority. is sued in federal court			AGGREGATE \$3,000,000
				OCCURRENCE POLICIES (X)
A	Contractual and/or Additional Insured Coverage applies to Certificate Holder if policy A <input type="checkbox"/> B <input type="checkbox"/> C <input type="checkbox"/> is checked			
	COV. AUTOMOBILE LIABILITY COVERAGE D Owned, rented, and non-owned automobiles when Agency or Authority is sued in state court or employee is sued in federal court	TCP 401-14-20	6/30/2023	C.S.L PER PERSON \$1,000,000
				AGGREGATE \$3,000,000
	E Physical Damage Coverage			Other than Coll. 500 Ded. Coll. 500 Ded.
	F Excess Authority Coverage when Authority is sued in federal court G Excess Contractual and /or additional insured coverage when certificate holder is sued in federal or state court yes <input type="checkbox"/> no <input type="checkbox"/>			LIMITS SHOWN INCLUDE THE LIMITS OF LIABILITY SHOWN UNDER COVERAGES C-D FOR AUTHORITIES ONLY SINGLE LIMIT LIABILITY:
A	H WORKER'S COMP. COVERAGE	SELF-INSURED	NONE	STATUTE
B	COV. MISC. COVERAGE I Property J Other Fidelity Bond	GVT 554-39-95-19	6/30/2023	\$50,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES

Contractual Liability is NOT provided and the Certificate Holder is NOT an additional insured. Coverage applies to state employees while performing state assigned duties.

CANCELLATION:

In the event of cancellation of the policy(ies) described herein, Risk Management Services will endeavor to provide 30 days written notice to the certificate holder, however Risk Management Services assumes no legal responsibility for failure to do so.

NAME AND ADDRESS OF CERTIFICATE HOLDER		DATE ISSUED: <u>06/15/2021</u>
TO WHOM IT MAY CONCERN		 AUTHORIZED REPRESENTATIVE

From: [COVIDcommunityresponse](#)
To: [Wise, Lance](#)
Subject: RECEIVED RE: PROCESS COMPLETED RE: 2019 My Brother's Keeper Fulton County (MBKFC) Contract via DocuSign - Atlanta Technical College Foundation, Inc.
Date: Thursday, June 23, 2022 12:19:34 PM
Attachments: [image001.png](#)
[image004.png](#)
[image005.jpg](#)
[image006.jpg](#)
[image007.png](#)
[image008.png](#)
[image009.png](#)
[image010.png](#)
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CAUTION:This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Received and noted. We will update the Fulton County Attorney's Office so that they may proceed with executing your agency's contract.

Thanks



Department of Community Development
covidcommunityresponse@fultoncountyga.gov
Connect with Fulton County:
[Website](#) | [Facebook](#) | [Twitter](#) | [Instagram](#) | [EGTV](#) | [#OneFulton E-News](#)

From: Wise, Lance <lwise@atlantatech.edu>
Sent: Thursday, June 23, 2022 10:43 AM
To: COVIDcommunityresponse <COVIDcommunityresponse@fultoncountyga.gov>
Subject: FW: PROCESS COMPLETED RE: 2019 My Brother's Keeper Fulton County (MBKFC) Contract via DocuSign - Atlanta Technical College Foundation, Inc.

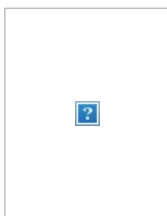
Good morning; see the email string below that delineates the process that Atlanta Tech and Fulton County agreed to address the insurance requirement under the MBKFC grant award. I also attached the email submitted that states as a state agency, ATC can not name a third party as an additional insured, a copy of the revised Fulton County contract document, and the insurance certificate. Here's an excerpt from the email string:

Hello Dr. Seals,

I have received clearance from our legal team that it is ok to proceed with the contract and issuance of funding based on bullet #1 stated in the e-mail (*MBKFC program operates under the ATC Adult Education program and, therefore, the MBKFC program activities are covered under the insurance policy my office provided*).

Once we receive the signed contract from your agency via DocuSign, we will move forward with execution and process payment.

Thanks



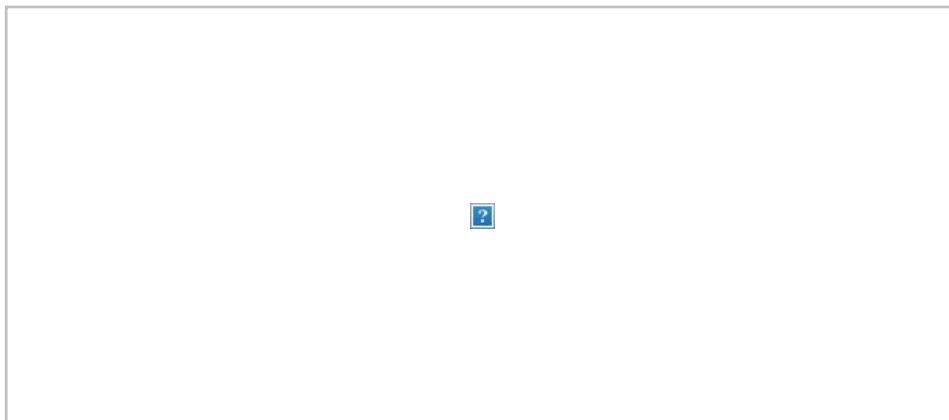
Carlos S. Thomas
Division Manager
Youth and Community Services Division | Department of Community Development
137 Peachtree Street, SW, Atlanta | Georgia 30303
404-612-0749 (office) | 404-612-1113 (efax)
Connect with Fulton County:
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Furthermore, in this instance, the ARPA Summer Youth Job Training Program will also be administered under the ATC Adult Education program; therefore, the ARPA Summer Youth Job Training Program activities are covered under the insurance policy provided with the original application.

ATC respectfully requests that the same process is followed under the ARPA Summer Youth Job Training Program.

Let me know if you have any questions.

Thank you.

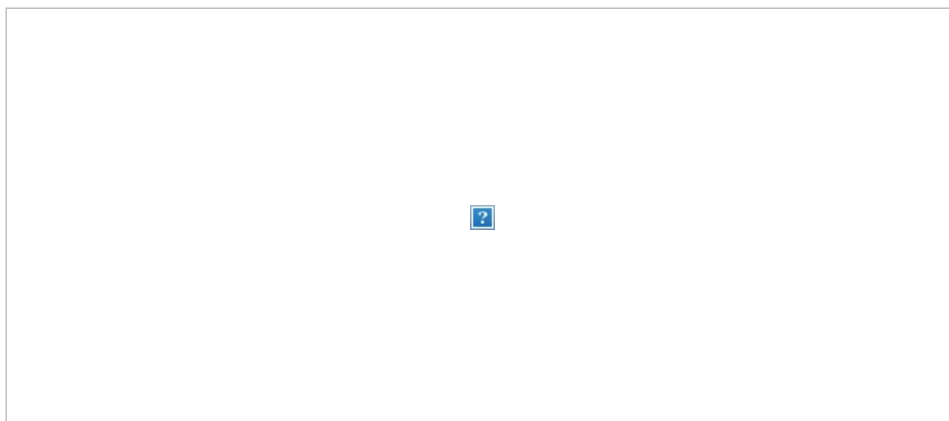


From: Wise, Lance <lwise@atlantatech.edu>

Sent: Thursday, June 23, 2022 10:14 AM

To: Wise, Lance <lwise@atlantatech.edu>

Subject: FW: PROCESS COMPLETED RE: 2019 My Brother's Keeper Fulton County (MBKFC) Contract via DocuSign - Atlanta Technical College Foundation, Inc.



From: Thomas, Carlos <Carlos.Thomas@fultoncountyga.gov>

Sent: Tuesday, December 3, 2019 4:21 PM

To: Wise, Lance <lwise@atlantatech.edu>

Cc: Sewell, Melanie <msewell@atlantatech.edu>; McDaniel, Stephen <smcdaniel@atlantatech.edu>; Varner, Diann <dvarner@atlantatech.edu>; Williams, Cherie <Cherie.Williams@fultoncountyga.gov>; Seals, Victoria <vseals@atlantatech.edu>

Subject: RE: PROCESS COMPLETED RE: 2019 My Brother's Keeper Fulton County (MBKFC) Contract via DocuSign - Atlanta Technical College Foundation, Inc.

CAUTION:This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Thanks and Happy Holidays!

#22RFP051322C-MH
2022 Veterans Services Program

Purchasing Forms & Instructions

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

Instructions:

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

#22RFP051322C-MH
2022 Veterans Services Program

Purchasing Forms & Instructions

STATE OF GEORGIA

COUNTY OF FULTON

FORM F: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services¹ under a contract with [insert name of prime contractor] ATLANTA TECHNICAL COLLEGE on behalf of Fulton County Government has registered with and is participating in a federal work authorization program*,² in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

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

46294

EEV/Basic Pilot Program* User Identification Number

Victoria Seals

BY: Authorized Officer of Agent
(Insert Contractor Name)

PRESIDENT ATLANTA TECHNICAL COLLEGE
Title of Authorized Officer or Agent of Contractor

VICTORIA SEALS

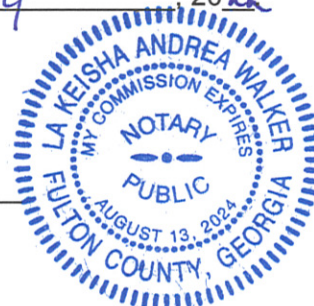
Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this 13th day of May, 2022

Notary Public: LaKeisha Andrea Walker

County: Fulton

Commission Expires: August 13, 2024



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

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



**FULTON
COUNTY**

CONTRACT DOCUMENTS

FOR

REQUEST FOR PROPOSAL 22RFP051322C-MH

2022 VETERANS SERVICES PROGRAM

FOR

YOUTH AND COMMUNITY SERVICES DIVISION

OF

FULTON COUNTY, GEORGIA

CONTRACT AGREEMENT

THIS AGREEMENT (“Agreement”), entered into this **1st day of June 2022**, by and between **FULTON COUNTY**, Georgia (hereinafter referred to as “Fulton County” or “County”), a political subdivision of the State of Georgia, acting by and through its Community Development Department’s Youth and Community Services Division (“YCS”), and **The Salvation Army, A Georgia Corporation** (hereinafter referred to as “Contractor”), a corporation organized as a nonprofit, tax exempt 501(c) (3) agency, authorized to conduct business within the state of Georgia (hereinafter collectively referred to as the “Parties”).

WITNESSETH

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

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

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

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

The Agreement was approved by the Fulton County Board of Commissioners on **June 15, 2022, BOC#22-0442**.

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

INDEX OF ARTICLES

- ARTICLE 1. PARTIES AND TERM**
- ARTICLE 1. SCOPE OF CONTRACTOR'S DUTIES**
- ARTICLE 2. COMPENSATION FOR SERVICES**
- ARTICLE 3. RECORD KEEPING**
- ARTICLE 4. INDEMNIFICATION**
- ARTICLE 5. TERMINATION OF AGREEMENT FOR CAUSE**
- ARTICLE 6. INDEPENDENT CONTRACTOR STATUS**
- ARTICLE 7. INSURANCE**
- ARTICLE 8. AMENDMENTS AND MODIFICATIONS TO AGREEMENT**
- ARTICLE 9. SUBCONTRACTING**
- ARTICLE 10. ASSIGNABILITY**
- ARTICLE 11. SEVERABILITY OF TERMS**
- ARTICLE 12. PRECEDENCE OF AGREEMENT**
- ARTICLE 13. EQUAL EMPLOYMENT OPPORTUNITY**
- ARTICLE 14. CAPTIONS**
- ARTICLE 15. GOVERNING LAW**
- ARTICLE 16. JURISDICTION**

ARTICLE I - PARTIES AND TERM:

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

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

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

(d) This Agreement will remain in effect from **June 1, 2022**, until midnight **December 31, 2022**.

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

ARTICLE II - SCOPE OF CONTRACTOR'S DUTIES:

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

SCOPE OF WORK:

Veterans Services Program (VSP)

VSP Service Category: Homeless and Housing

VSP Funding Priority(ies):

Homelessness: Homelessness and Housing Veterans Homelessness

The Salvation Army, A Georgia Corporation, Veterans Homeless and Housing Services will provide services at the following locations at specified times during the contract period of **06/01/2022** through **12/31/2022**:

Service Delivery Site(s):

Name of Program Site:	Program Location (complete physical address):	Program City	Program State	Program Zip code	Fulton County District of the program (Facility) location:	District(s) of Fulton County Residents Served by the program (facility) location:
The Salvation Army, Red Shield Services (RSS)	469 Marietta Street, NW	Atlanta	GA	30313	4	1, 2, 3, 4, 5, 6

Approach and Design:

The Salvation Army, A Georgia Corporation, Veterans Homeless and Housing Services will provide services to **50** clients that reside in Fulton County, with VSP funding.

The Salvation Army, A Georgia Corporation, Veterans Homeless and Housing Services will provide the following activities and services in Fulton County with VSP funding:

Red Shield Services VOM (Veterans on the Move) program provides shelter, homeless services, emergency financial services, rent assistance, goods and services, and transitional and permanent housing to veterans from Fulton County. The funding priorities for this request are: (1) **Homeless and Housing – Veterans Homelessness**, and (2) **Economic Stability/Poverty Funding - Veterans Living in Poverty**. Our program Includes basic needs, food security, housing, goods and services, emergency financial services, and substance abuse and support programs. Our programs for veterans focus on reversing poverty trends.

Specific activities and services that will be provided through the VOM program support two of the VSP focus areas: Veteran Homelessness and Veterans Living in Poverty. For our grant application, we are requesting support for ten (10) emergency shelter beds while clients are in the process of enrolling into the VOM program. The full cost to operate the VOM program on a 12-month basis is \$1,631,699 (FY22 budget October 1, 2021 – September 30, 2022).

Once enrolled in the VOM program, additional VSP funding priorities are provided to participants including: Economic Stability/Poverty Veterans Employment and Employment Training (MOU) with First Step Staffing; Veterans Financial Planning Services (provided onsite and with community partners); Veteran Legal Services (MOU) Atlanta Legal Aide. Health and Wellness Funding Priorities: Veterans Post Traumatic Stress Disorder (MOU's with Mercy Care and Grady); Veterans Disability Benefits (MOU with First Step Staffing). Homeless and Housing Funding Priorities: Veterans Transitional Assistance, The Salvation Army Red Shield Services has Rapid Re-Housing funding from federal and private sources that assist with security deposits, rent, utilities and other housing needs.

How will the activities and services be accomplished? For veterans needing immediate shelter, it all begins with **client intake**. As a low barrier facility, clients are able to complete intake regardless of whether they have identification or a current tuberculosis test. There is no specific dress code for potential clients upon arrival, nor are drug or alcohol screenings required for entry. Veterans are not screened out based on rental, credit, criminal history, sobriety, or other concerns, which are barriers to shelter. The only exception is that of registered sex offenders. Registered sex offenders are unable to participate in any Red Shield Services programs due to the facility's proximity to a public school and that we have children in facility under the age of 18.

Once a client has been enrolled in the emergency shelter program and have identified themselves as a veteran, our VOM staff takes over the case. The client meets with a specialized case worker within 48 hours of enrollment into the shelter. The case worker determines the tools we have in place to assist with their needs. If appropriate, the veteran will be enrolled into one of the three specialized VOM programs. The VOM program currently has 39 beds for the **Substance Abuse - CT** program, 19 beds for the **Service Intensive - SI** program, and 10 beds for the **Bridge Housing - BH** program.

If a client is enrolled in the Substance Abuse – CT (Clinical Treatment) 90-day program, it is comprised of three phases, each 30 days in length. The movement between phases is dependent on participation

the previous phase. During the first two phases, daily class attendance, nightly meetings, and group attendance are mandatory. In the second phase, participants will need to obtain a sponsor. During the third phase, classes are no longer required. Weekly group and four meetings a week are required. During this phase, participants work on obtaining employment and housing. The Substance Abuse – CT is a 12-step, substance abuse treatment program. Participants meet with their case manager a minimum of once per week.

We are asking the **Fulton County VSP to support costs associated with the Service Intensive – SI** program which provides veterans with their own bed, linen, and locker, located in a dorm style room, which includes space to store personal belongings. Each participant creates an Individual Service Plan (ISP) with their case worker. Case management is required on a weekly basis. During their time in the Service Intensive – SI program, goals are set and outcomes for housing within 90 days are the priority.

To be enrolled in the Bridge Housing -BH program, the participant must come into the program with a housing voucher. Veterans are provided their own bed, linen, and locker, located in a dorm style room, which includes space to store personal belongings. An Individual Service Plan (ISP) is created with the help of a case worker. Case management is required on a weekly basis.

During enrollment in the VOM program, veterans may use the location as their address and receive mail. If they have a vehicle, they can park at Red Shield Services during the duration of enrollment. If clients need assistance with transportation, MARTA cards may be available. Clients have access to the computer lab and food pantry, as needed.

To meet the Fulton County "Health and Human Services" strategic priorities, we have MOU's in place with Mercy Care, Grady Hospital, Crossroads, Atlanta Community Food Bank, Emory School of Nursing, Empowerment Resource Center, Partners in Change and Open Doors (just to name a few). We also are part of the Atlanta Continuum of Care (CoC) and collaborative partner with Partners for Home.

Designation of VSP Funds:

Based on the awarded amount of **\$50,000.00**, the VSP funds are designated according to the following cost categories: Administrative, Operational, and Direct Services.

- ***Administrative Expenses-*** VSP Funds that are spent on Executive/Management Staff and Administrative Support Staff salaries, salary fringe and benefits ONLY. (Note: Not more than 5% of grant award can be used for administrative costs. Includes direct and indirect charges for administration of the grant)
- ***Operational Expenditures-*** VSP funds used to conduct agency/ organizational functions that are secondary to program service delivery such as: office/warehouse lease or mortgage expenses, office supplies (pens, toner, paper, etc.), agency's utility expenses, staff transportation expenses, marketing/catalogues, etc.
- ***Direct Service Expenditures-*** VSP funds utilized to provide services directly to agency/program participants such as payments made on behalf of participants for rent, utilities, food, shelter, transportation (rentals, gas, and parking, bus drivers, participant's public transportation costs, etc.) , scholarships and day care vouchers, salaries and fringe benefits for direct service personnel (Case Managers, Educators, Subcontractors, etc.), program supplies (educational/instructional materials, paper, pencils, markers, etc.) directly consumed by participants. Program materials that may be pertinent to the scope of services of a funded program and that aid in contractor meeting contracted program outcomes are included in this definition (i.e. children's story books, educational games, puzzles, and flash cards).

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

Cost Category	Designation of VSP Funding Award	Detailed Explanation of how the Funding Award will be Expended
Administrative (5% Admin max of funds awarded.)	\$2,500.00	5% of \$50,000 = \$2,500
Operational	\$35,000.00	Kitchen and office supplies (\$5,000); Utilities (\$15,000); Armed Security (\$15,000) = \$35,000
Direct Services	\$12,500.00	Client Food (\$2,500); Case Worker Salaries (\$10,000) = \$12,500
Totals	\$50,000.00	

Additional Explanation of Funding Details:

Operational expenses at \$35,000 will be spent to cover partial operating costs of Red Shield Services, 469 Marietta Street, NW, Atlanta, which is where the VOM program is located. Kitchen supplies include disposable plates, cups and utensils that we have been using due to the pandemic. Office supplies are for file folders, copy paper, paper clips, staples, tape and other office materials to maintain required case files for each client. Utilities include water, gas and electric. Our average monthly combined utility bills are over \$15,000 each month. We are asking Fulton County to contribute a small amount in operational support for utilities. Finally, for the safety of our clients and our surrounding community, we have a security guard

(contractor) 7 days a week, 365 days per year from 4pm - 7am. The security guard maintains security outside of the building while also responding to any security issues that might arise inside the facility.

Direct Services at \$12,500 will be spent to cover a small amount of client food that must be purchased. The majority of our food served at the shelter is from the Atlanta Community Food Bank and occasionally from local donations. We do however purchase perishable food like meats and fresh vegetables to supplement what we have on hand. \$10,000 will be used toward VOM case worker salaries.

Administrative costs are calculated at 5% of the total grant amount of \$50,000 which is \$2,500.

Program Performance Measures:

The Salvation Army, A Georgia Corporation agrees to track and report program performance to the Fulton County Department of Community Development.

County Defined Performance Measure(s):

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

The following program measures/ Key Performance Indicators (“KPI’s”) will be utilized to track and report program outcomes for the Fulton County residents supported with VSP funding, during the funding period (June 1, 2022-December 31, 2022):

Economic Stability/Poverty County defined performance measures:

- Number of Veterans receiving Emergency Financial Assistance = 20

Homelessness County defined performance measures:

- Number of potential instances of homelessness prevented = 10
- Number of Veterans assisted through rapid re-housing = 10
- Number of Veterans placed in Transitional Housing = 10
- Number of Veterans placed in Permanent Supportive Housing = 10
- Number of Veterans whose barriers to self-sufficiency are eliminated/ reduced; paths to self-sufficiency created (Increase in income, access to case or noncash mainstream benefits) = 30

Agency Defined Performance Measure(s):

Economic Stability/Poverty County defined performance measures:

- Number of Veterans receiving Emergency Financial Assistance = 20
- Number of referrals to WorkSource Fulton / WorkSource Atlanta = 10
- Number of Veterans participating in programs focusing on financial literacy and wellness = 10

Homelessness County defined performance measures:


- Number of potential instances of homelessness prevented = 10
- Number of Veterans assisted through rapid re-housing = 5
- Number of Veterans placed in Transitional Housing = 5
- Number of Veterans placed in Permanent Supportive Housing = 5
- Number of Veterans whose barriers to self-sufficiency are eliminated/ reduced; paths to self-sufficiency created (Increase in income, access to case or noncash mainstream benefits) = 10

ADDITIONAL REQUIREMENTS

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

1. Contractor agrees to develop, in conjunction with Fulton County, a process of accepting and serving Fulton County residents referred by the Youth and Community Services Division of Fulton County Government.
2. Contractor agrees to allow staff from the Fulton County Department of Community Development to conduct contract compliance site visits as necessary (announced or unannounced).
3. During the site visit, Contractor will be required to allow staff to monitor programming, as well as review client rosters / sign-in sheets and/ or Registration information that should include complete addresses of Fulton County residents served by this funding.
4. Contractor agrees to comply with the Operational Specifications outlined in the 2022 Veterans Services Program RFP 22RFP051322C-MH
5. Contractor agrees that advertising, promotions and other publicity in connection with the supported program(s) shall include the following acknowledgement: **“Funding provided in part by the Fulton County Board of Commissioners under the guidance of the Department of Community Development.”**

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

County Logo  .

Reporting

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

6. Contractor will be required to submit a completed performance report (with deadline of January 13, 2023) to adhere to the requirements outlined in the Performance Report Instructions, as well as the format provided by the Fulton County Department of Community Development. Future funding will be affected if performance reports are not submitted by stipulated due dates.
7. Contractor will be required to provide demographic information concerning the Fulton County residents served, including, but not limited to age, race/ethnicity and gender.
8. Contractor will be required to report the number of UNDUPLICATED/NEW participants directly served through the Veterans Services Program funding. **Please note:** Failure to serve the total number of participants contracted to be served with VSP funding may result in reimbursement of VSP funding to Fulton County. Failure to reimburse the funding requested will result in the ineligibility to receive future funding.
9. Contractor will be required to submit unduplicated client rosters in a spreadsheet format that includes the complete residential addresses of the Fulton County residents served with VSP funding, and LEDGERS demonstrating how Veterans Services Program funds were expended for the specified reporting period.

Expenditure of Funds

10. Contractor is prohibited from utilizing VSP funds for capital expenditures. (A “capital expenditure” is defined as: any resource not completely consumed during the contract year, i.e. computers, printers, construction, vehicles, cell phones, etc.) Program materials that may be pertinent to the scope of services of a funded program and that aid in contractor meeting contracted program outcomes are excluded from the definition of “capital expenditure” (e.g., children's story books, educational materials, games, puzzles, and flash cards).
11. Veterans Services Program funds must be expended by December 31, 2022. All funds that are not spent by this date must be reimbursed to Fulton County Government within 30 days of written request. A Contractor’s failure to adhere to this requirement will result in one or more of the following: inability to receive future funding from Fulton County, and/or legal action against the agency to recoup funding that are not reimbursed by the deadline.

ARTICLE III - COMPENSATION FOR SERVICES

(a) Fulton County agrees to pay Contractor a maximum sum of **\$50,000.00**.

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

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

(d) The Contractor agrees and understands that all expenditures must be consistent with the scope and purpose of this Agreement, and expenditures must be consistent with the guidelines and definitions established in the **Veterans Services Program Request for Proposal ("RFP")**

22RFP051322C-MH, which is hereby incorporated by reference herein and made a part of this agreement. The County reserves the right to approve and reject payment for expenditures which are not consistent with the scope and purpose of this Agreement, and which the County determines are not consistent with the guidelines and definitions established in the Veterans Services Program RFP.

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

ARTICLE IV - RECORD KEEPING

(a) Contractor shall maintain accurate records of the expenditure and disposition of funds, and such records must be in accordance with good accounting practices, and made available for inspection and audit by Fulton County at a time mutually agreeable to parties and upon thirty (30) days' notice to contractor.

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

(c) A performance report, with supportive documentation consistent with provisions of the Agreement outlined in Article II, must be provided to Fulton County no later than **January 13, 2023, for the period June 1, 2022-December 31, 2022.**

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

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

**Youth and Community Services Division
Veterans Services Program
c/o: Grants Administration
hsd.grants@fultoncountyga.gov
137 Peachtree Street, SW
Atlanta, Georgia 30303**

To Contractor:

**The Salvation Army, A Georgia Corporation
469 Marietta Street, NW
Atlanta, Georgia 30315**

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

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

ARTICLE V - INDEMNIFICATION

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

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

(a) This Agreement is effective on **June 1, 2022**, and shall terminate on **December 31, 2022**, unless earlier terminated in accordance with the provisions of this Agreement. Notwithstanding termination of the Agreement, Contractor is obligated to fulfill all of its obligations, including its reporting requirements.

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

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

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

(e) In the event that this agreement is terminated by Fulton County or Contractor, following the Fulton County’s determination that Contractor is not or has not been in substantial compliance with any provision of this agreement, Contractor agrees that Fulton County shall have the right to terminate this Agreement between Fulton County and Contractor without penalty. Contractor acknowledges and agrees

that Fulton County's right to terminate includes, but is not limited to, the right to withhold any and all future compensation due to Contractor pursuant to the terms of any and all other agreements between Fulton County and Contractor.

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

ARTICLE VII - INDEPENDENT CONTRACTOR STATUS

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

(b) Contractor acknowledges that **The Salvation Army, A Georgia Corporation**, its directors, officers, employees, agents and assigns shall have no right of redress pursuant to the Personnel Rules and Regulations of Fulton County.

(c) The Contractor shall pay all sales, retail, occupational, service, excise, old age benefit and unemployment compensation taxes, consumer, use and other similar taxes, as well as any other taxes or duties on the materials, equipment, and labor for the work provided by the Contractor which are legally enacted by any municipal, county, state or federal authority, department or agency at the time bids are received, whether or not yet effective. The Contractor shall maintain records pertaining to such taxes as well as payment thereof and shall make the same available to Fulton County at all reasonable times for inspection and copying. The Contractor shall apply for any and all tax exemptions which may be applicable and shall timely request from Fulton County such documents and information as may be necessary to obtain

such tax exemptions. Fulton County shall have no liability to the Contractor for payment of any tax from which it is exempt.

ARTICLE VIII - INSURANCE

Contractor agrees to obtain, maintain and furnish to Fulton County, a Certificate of Insurance (COI) showing the required coverage during the entire term of this Agreement. All insurance limits are listed in the “Insurance and Risk Management Provisions” document, Attachment “A”, with Fulton County, Georgia added as an “Additional Insured”. The 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 IX – AMENDMENTS AND MODIFICATIONS TO CONTRACT

(a) This Agreement constitutes the entire agreement between Fulton County and Contractor, and there are no further written or oral agreements with respect thereto, no variations, amendments or modifications of this Agreement, and no waiver of its provisions, shall be valid unless in writing and signed by Fulton County’s and Contractor’s duly authorized representatives and entered into on the minutes of the Fulton County Board of Commissioners meeting.

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

ARTICLE X - SUBCONTRACTING

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

ARTICLE XI - ASSIGNABILITY

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

ARTICLE XII - SEVERABILITY OF TERMS

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

ARTICLE XIII – PRECEDENCE OF AGREEMENT

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

ARTICLE XIV - EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

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

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

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

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

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

ARTICLE XV - CAPTIONS

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

ARTICLE XVI - GOVERNING LAW

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

ARTICLE XVII - JURISDICTION

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

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


[SIGNATURES ON FOLLOWING PAGE]

Attachment A

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

OWNER:

FULTON COUNTY, GEORGIA

DocuSigned by:

 14E1B4AA5F6A44A...
 Robert L. Pitts, Chairman
 Fulton County Board of Commissioners

ATTEST:

DocuSigned by:

 EEC476C4837648D...
 Tonya R. Grier
 Clerk to the Commission

(Affix County Seal)

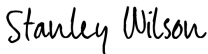


APPROVED AS TO FORM:

DocuSigned by:

 68048E0EDCEC451...
 Office of the County Attorney

APPROVED AS TO CONTENT:

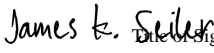
DocuSigned by:

 5F4D76DFB4A0450...
 Stanley Wilson, Director
 Fulton County Department of
 Community Development

Please select RCS or RM from the checkbox

☒ **RCS**

CONTRACTOR:

The Salvation Army, A Georgia Corporation
VENDOR NAME


DocuSigned by: Name of Signatory: **James K Seiler**

 F187B60D74A14F8...
 James K. Seiler
 Treasurer/Trustee
 Authorized Signature

Please select Attest OR Notary from the checkbox

☒ **Attest**

☐ **Notary**

ATTEST:

DocuSigned by: 2nd Signatory Name: **Leon Ferraez**

 76E285D1C6754D8...
 Leon Ferraez
 Secretary
 Second Authorized Signature

(Affix Corporate Seal)



ATTEST:

Notary Public

County: _____

Commission Expires: _____

(Affix Notary Seal)

ITEM#: 2022-0442	RCS: 6/15/2022	ITEM#: _____	RM: _____
RECESS MEETING		REGULAR MEETING	

#22RFP051322C-MH
2022 Veterans Services Program

Purchasing Forms & Instructions

STATE OF GEORGIA

COUNTY OF FULTON

FORM F: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services¹ under a contract with [insert name of prime contractor] The Salvation Army, A Georgia Corporation-GA Division on behalf of Fulton County Government has registered with and is participating in a federal work authorization program*,² in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

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

1447552

EEV/Basic Pilot Program* User Identification Number

X [Signature]
BY: Authorized Officer of Agent
(Insert Contractor Name)

Georgia Divisional Commander
Title of Authorized Officer or Agent of Contractor

Major Algerome Newsome
Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this 10 day of May, 2022.

Notary Public: [Signature]

County: Gwinnett

Commission Expires: 10-19-24

Lakeisha Jones
NOTARY PUBLIC
Gwinnett County, GEORGIA
My Commission Expires 10/19/2024

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

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/08/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER CHESTERFIELD INSURANCE AGENCY, INC. P. O. BOX 237 GREEN, OH 44232-0237	CONTACT NAME: CARISSA M. WILLIAMS PHONE (A/C, No, Ext): (330) 896-9777 x 5824 FAX (A/C, No): 330-896-6548 E-MAIL ADDRESS: <table style="width: 100%;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: ZURICH AMERICAN INS. CO.</td> <td>16535</td> </tr> <tr> <td>INSURER B: THE SALVATION ARMY RISK TRUST</td> <td></td> </tr> <tr> <td>INSURER C: THE SALVATION ARMY, A GA CORP.</td> <td></td> </tr> <tr> <td>INSURER D: AMERICAN ZURICH INS. CO.</td> <td>40142</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: ZURICH AMERICAN INS. CO.	16535	INSURER B: THE SALVATION ARMY RISK TRUST		INSURER C: THE SALVATION ARMY, A GA CORP.		INSURER D: AMERICAN ZURICH INS. CO.	40142	INSURER E:		INSURER F:	
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INSURED THE SALVATION ARMY, A GEORGIA CORP. 1424 NORTHEAST EXPRESSWAY ATLANTA, GA 30329-2088															

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS																					
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

COVERAGE APPLIES TO THE SALVATION ARMY 469 MARIETTA STREET, ATLANTA GA 30313 AS RESPECTS TO FULTON COUNTY VETERANS SERVICES PROGRAM (VSP)

DATES 7/1/22 TO 12/31/22

ADDITIONAL INSURED: FULTON COUNTY GOVERNMENT

CERTIFICATE HOLDER**CANCELLATION**

FULTON COUNTY GOVERNMENT
 141 PRYOR STREET SW
 ATLANTA, GA 3030-3408

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Carissa M Williams

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INSURED: The Salvation Army, a Georgia Corp.
POLICY NUMBER: Self-Insured/trust #1978500
Term: 01/01/22 – 01/01/23

COMMERCIAL GENERAL LIABILITY
CG 20 26 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
<p>Fulton County Government 141 Pryor Street SW Atlanta, GA 30303</p>
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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

or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.