



CONTRACT DOCUMENTS FOR
23RFP137278A-CJC
COMPREHENSIVE NUTRITION SERVICES

For
Department of Senior Services

Index of Articles

ARTICLE 1.	<u>CONTRACT DOCUMENTS</u>
ARTICLE 2.	<u>SEVERABILITY</u>
ARTICLE 3.	<u>DESCRIPTION OF PROJECT</u>
ARTICLE 4.	<u>SCOPE OF WORK</u>
ARTICLE 5.	<u>DELIVERABLES</u>
ARTICLE 6.	<u>SERVICES PROVIDED BY COUNTY</u>
ARTICLE 7.	<u>MODIFICATIONS/CHANGE ORDERS</u>
ARTICLE 8.	<u>SCHEDULE OF WORK</u>
ARTICLE 9.	<u>CONTRACT TERM</u>
ARTICLE 10.	<u>COMPENSATION AND PAYMENT FOR CONSULTANT SERVICES</u>
ARTICLE 11.	<u>PERSONNEL AND EQUIPMENT</u>
ARTICLE 12.	<u>SUSPENSION OF WORK</u>
ARTICLE 13.	<u>DISPUTES</u>
ARTICLE 14.	<u>TERMINATION OF AGREEMENT FOR CAUSE</u>
ARTICLE 15.	<u>TERMINATION FOR CONVENIENCE OF COUNTY</u>
ARTICLE 16.	<u>WAIVER OF BREACH</u>
ARTICLE 17.	<u>INDEPENDENT CONSULTANT</u>
ARTICLE 18.	<u>PROFESSIONAL RESPONSIBILITY</u>
ARTICLE 19.	<u>COOPERATION WITH OTHER CONSULTANTS</u>
ARTICLE 20.	<u>ACCURACY OF WORK</u>
ARTICLE 21.	<u>REVIEW OF WORK</u>
ARTICLE 22.	<u>INDEMNIFICATION</u>
ARTICLE 23.	<u>CONFIDENTIALITY</u>
ARTICLE 24.	<u>OWNERSHIP OF INTELLECTUAL PROPERTY AND INFORMATION</u>
ARTICLE 25.	<u>COVENANT AGAINST CONTINGENT FEES</u>
ARTICLE 26.	<u>INSURANCE</u>
ARTICLE 27.	<u>PROHIBITED INTEREST</u>
ARTICLE 28.	<u>SUBCONTRACTING</u>
ARTICLE 29.	<u>ASSIGNABILITY</u>
ARTICLE 30.	<u>ANTI-KICKBACK CLAUSE</u>
ARTICLE 31.	<u>AUDITS AND INSPECTORS</u>
ARTICLE 32.	<u>ACCOUNTING SYSTEM</u>
ARTICLE 33.	<u>VERBAL AGREEMENT</u>
ARTICLE 34.	<u>NOTICES</u>
ARTICLE 35.	<u>JURISDICTION</u>
ARTICLE 36.	<u>EQUAL EMPLOYMENT OPPORTUNITY</u>
ARTICLE 37.	<u>FORCE MAJEURE</u>
ARTICLE 38.	<u>OPEN RECORDS ACT</u>
ARTICLE 39.	<u>CONSULTANT'S COMPLIANCE WITH ALL ASSURANCES OR PROMISES MADE IN RESPONSE TO PROCUREMENT</u>
ARTICLE 40.	<u>INVOICING AND PAYMENT</u>
ARTICLE 41.	<u>TAXES</u>
ARTICLE 42.	<u>PERMITS, LICENSES AND BONDS</u>
ARTICLE 43.	<u>NON-APPROPRIATION</u>
ARTICLE 44.	<u>WAGE CLAUSE</u>

Exhibits

EXHIBIT A:	<u>GENERAL CONDITIONS</u>
EXHIBIT B:	<u>SPECIAL CONDITIONS</u>
EXHIBIT C:	<u>SCOPE OF WORK</u>
EXHIBIT D:	<u>PROJECT DELIVERABLES</u>
EXHIBIT E:	<u>COMPENSATION</u>
EXHIBIT F:	<u>PURCHASING FORMS</u>
EXHIBIT G:	<u>CONTRACT COMPLIANCE FORMS</u>
EXHIBIT H:	<u>INSURANCE AND RISK MANAGEMENT FORMS</u>

CONTRACT AGREEMENT

Consultant: Open Hand Atlanta, Inc.

Contract No.: 23RFP137278A-CJC, Comprehensive Nutrition Services

Address: 181 Armour Drive, N.E.
City, State Atlanta, GA 30324

Telephone: (404) 872-8089

Email: mpieper@openhandatlanta.org

Contact: Matthew Pieper
Executive Director

This Agreement made and entered into effective the 1st day of April 2023 by and between **FULTON COUNTY, GEORGIA**, a political subdivision of the State of Georgia, hereinafter referred to as "**County**", and **OPEN HAND ATLANTA, INC.**, hereinafter referred to as "**Consultant**", authorized to transact business in the State of Georgia.

WITNESSETH

WHEREAS, County through its Department of Senior Services hereinafter referred to as the "**Department**", desires to retain a qualified and experienced Consultant to perform the preparation, delivery of meals, nutrition education, nutrition counseling, emergency meals, grocery baskets, temporary home delivered meals, temporary grocery cards, shelf stable meals, and special program or event support, hereinafter, referred to as the "**Project**".

WHEREAS, Consultant has represented to County that it is experienced and has qualified and local staff available to commit to the Project and County has relied upon such representations.

NOW THEREFORE, for and in consideration of the mutual covenants contained herein, and for other good and valuable consideration, County and Consultant agree as follows:

ARTICLE 1. CONTRACT DOCUMENTS

County hereby engages Consultant, and Consultant hereby agrees, to perform the services hereinafter set forth in accordance with this Agreement, consisting of the following contract documents:

I. Form of Agreement;

- II. Addenda;
- III. Exhibit A: General Conditions;
- IV. Exhibit B: Special Conditions [where applicable];
- V. Exhibit C: Scope of Work
- VI. Exhibit D: Project Deliverables;
- VII. Exhibit E: Compensation;
- VIII. Exhibit F: Purchasing Forms
- IX. Exhibit G: Office of Contract Compliance Forms;
- X. Exhibit H: Insurance and Risk Management Forms

The foregoing documents constitute the entire Agreement of the parties pertaining to the Project hereof and is intended as a complete and exclusive statement of promises, representations, discussions and agreements oral or otherwise that have been made in connection therewith. No modifications or amendment to this Agreement shall be binding upon the parties unless the same is in writing, conforms to Fulton County Purchasing Code §102-420 governing change orders, is signed by the County's and the Consultant's duly authorized representatives, and entered upon the meeting minutes of the Fulton County Board of Commissioners.

If any portion of the Contract Documents shall be in conflict with any other portion, the various documents comprising the Contract Documents shall govern in the following order of precedence: 1) the Agreement, 2) the RFP, 3) any Addenda, 4) change orders, 5) the exhibits, and 6) portions of Consultant's proposal that was accepted by the County and made a part of the Contract Documents.

The Agreement was approved by the Fulton County Board of Commissioners on March 15, 2023, Item# 23-0199.

ARTICLE 2. **SEVERABILITY**

If any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement, which shall remain in full force and effect, and enforceable in accordance with its terms.

ARTICLE 3. **DESCRIPTION OF PROJECT**

County and Consultant agree the Project is to perform the preparation and delivery of meals, nutrition education, nutrition counseling, emergency meals, grocery baskets, temporary home delivered meals, temporary grocery cards, shelf stable meals, and special program or event support. All exhibits referenced in this agreement are incorporated by reference and constitute an integral part of this Agreement as if they were contained herein.

ARTICLE 4. **SCOPE OF WORK**

Unless modified in writing by both parties in the manner specified in the agreement, duties of Consultant shall not be construed to exceed those services specifically set forth herein. Consultant agrees to provide all services, products, and data and to perform all tasks described in Exhibit C, Scope of Work.

ARTICLE 5. **DELIVERABLES**

Consultant shall deliver to County all reports prepared under the terms of this Agreement that are specified in Exhibit D, Project Deliverables. Consultant shall provide to County all deliverables specified in Exhibit D, Project Deliverables. Deliverables shall be furnished to County by Consultant in a media of form that is acceptable and usable by County at no additional cost at the end of the project.

ARTICLE 6. **SERVICES PROVIDED BY COUNTY**

Consultant shall gather from County all available non-privileged data and information pertinent to the performance of the services for the Project. Certain services as described in Exhibit C, Scope of Work, if required, will be performed and furnished by County in a timely manner so as not to unduly delay Consultant in the performance of said obligations. County shall have the final decision as to what data and information is pertinent.

County will appoint in writing a County authorized representative with respect to work to be performed under this Agreement until County gives written notice of the appointment of a successor. The County's authorized representative shall have complete authority to transmit instructions, receive information, and define County's policies, consistent with County rules and regulations. Consultant may rely upon written consents and approvals signed by the County's authorized representative that are consistent with County rules and regulations.

ARTICLE 7. **MODIFICATIONS**

If during the course of performing the Project, County and Consultant agree that it is necessary to make changes in the Project as described herein and referenced exhibits, such changes will be incorporated by written amendments in the form of Change Orders to this Agreement. Any such Change Order and/or supplemental agreement shall not become effective or binding unless approved by the Board of Commissioners and entered on the minutes. Such modifications shall conform to the requirements of Fulton County Purchasing Code §102-420 which is incorporated by reference herein.

ARTICLE 8. **SCHEDULE OF WORK**

Consultant shall not proceed to furnish such services and County shall not

become obligated to pay for same until a written authorization to proceed (Notice to Proceed) has been sent to Consultant from County. The Consultant shall begin work under this Agreement no later than five (5) days after the effective date of notice to proceed.

ARTICLE 9. **CONTRACT TERM**

The period of this Agreement shall consist of a series of Terms as defined below. The County is obligated only to pay such compensation under this Agreement as may lawfully be made from funds budgeted and appropriated for that purpose during the County's then current fiscal year.

a. Commencement Term

The "Commencement Term" of this Agreement shall begin on the 1st day of April 2023 and shall end absolutely and without further obligation on the part of the county on the 31st day of December 2023. The Commencement Term shall be subject to events of termination and the County's termination rights that are described elsewhere in this Agreement. Notwithstanding anything contained in this Agreement, the County's obligation to make payments provided under this Agreement shall be subject to the County's annual appropriations of funds for the goods, services, materials, property and/or supplies procured under this Agreement by the County's governing body and such obligation shall not constitute a pledge of the County's full faith and credit within the meaning of any constitutional debt limitation.

b. Renewal Terms

Unless the terms of this Agreement are fulfilled with no further obligation of the part of either party on or before the final date of the Commencement Term as stated above, or unless an event of termination as defined within this Agreement occurs during the Commencement Term, this Agreement may be renewed at the written option of the County upon the approval of the County Board of Commissioners for four (4) one year ("Renewal Terms"). However, no Renewal Term of this Agreement shall be authorized nor shall any Renewal Term of this Agreement commence unless and until each Renewal Term has first been approved in writing by the County Board of Commissioners for the calendar year of such Renewal Term. If approved by the County Board of Commissioners, the First Renewal Term shall begin on the 1st day of January, 2024 and shall end no later than the 31st day of December, 2024. If approved by the County Board of Commissioners, the Second Renewal Term shall begin on the 1st day of January, 2025 and shall end no later than the 31st day of December, 2025. If approved by the County Board of Commissioners, the Third Renewal Term shall begin on the 1st day of January, 2026 and shall end no later than the 31st day of December, 2026. If approved by the County Board of Commissioners, the

Fourth Renewal Term shall begin on the 1st day of January, 2027 and shall end no later than the 31st day of December, 2027.

If the County chooses not to exercise any Renewal Term as provided in this Section, then the Term of this Agreement then in effect shall also be deemed the "Ending Term" with no further obligation on the party of either party.

c. Term Subject to Events of Termination

All "Terms" as defined within this Section are subject to the section of this Agreement which pertain to events of termination and the County's rights upon termination.

d. Same Terms

Unless mutually agreed upon in writing by the parties, or otherwise indicated herein, all provisions and conditions of any Renewal Term shall be exactly the same as those contained within in this Agreement.

e. Statutory Compliance Regarding Purchase Contracts.

The parties intend that this Agreement shall, and this Agreement shall operate in conformity with and not in contravention of the requirements of O.C.G.A. § 36-60-13, as applicable, and in the event that this Agreement would conflict therewith, then this Agreement shall be interpreted and implemented in a manner consistent with such statute.

ARTICLE 10. COMPENSATION

Compensation for work performed by Consultant on Project shall be in accordance with the payment provisions and compensation schedule, attached as Exhibit E, Compensation.

The total contract amount for the Project shall not exceed \$1,727,156.58 (One Million Seven Hundred Twenty Seven Thousand One Hundred Fifty Six Dollars and Fifty Eight Cents) which is full payment for a complete scope of work.

ARTICLE 11. PERSONNEL AND EQUIPMENT

Consultant shall designate in writing a person(s) to serve as its authorized representative(s) who shall have sole authority to represent Consultant on all manners pertaining to this contract.

Consultant represents that it has secured or will secure, at its' own expense, all equipment and personnel necessary to complete this Agreement, none of whom shall be employees of or have any contractual relationship with County. All of the

services required hereunder will be performed by Consultant under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under law to perform such services.

Written notification shall be immediately provided to County upon change or severance of any of the authorized representative(s), listed key personnel or sub-consultant performing services on this Project by Consultant. No changes or substitutions shall be permitted in Consultant's key personnel or sub-consultant as set forth herein without the prior written approval of the County. Requests for changes in key personnel or sub-consultants will not be unreasonably withheld by County.

ARTICLE 12. SUSPENSION OF WORK

Suspension Notice: The County may by written notice to the Consultant, suspend at any time the performance of all or any portion of the services to be performed under this Agreement. Upon receipt of a suspension notice, the Consultant must, unless the notice requires otherwise:

- 1) Immediately discontinue suspended services on the date and to the extent specified in the notice;
- 2) Place no further orders or subcontracts for material, services or facilities with respect to suspended services, other than to the extent required in the notice; and
- 3) Take any other reasonable steps to minimize costs associated with the suspension.

Notice to Resume: Upon receipt of notice to resume suspended services, the Consultant will immediately resume performance under this Agreement as required in the notice.

ARTICLE 13. DISPUTES

Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the County. The representative shall reduce the decision to writing and mail or otherwise furnish a copy thereof to the Consultant. The Consultant shall have 30 days from date the decision is sent to appeal the decision to the County Manager or his designee by mailing or otherwise furnishing to the County Manager or designee, copy of the written appeal. The decision of the County Manager or his designee for the determination of such appeal shall be final and conclusive. Pending any final decision of a dispute hereunder, Consultant shall proceed diligently with performance of the Agreement and in accordance with the decision of the County's designated representative.

ARTICLE 14. **TERMINATION OF AGREEMENT FOR CAUSE**

- (1) Either County or Consultant may terminate work under this Agreement in the event the other party fails to perform in accordance with the provisions of the Agreement. Any party seeking to terminate this Agreement is required to give thirty (30) days prior written notice to the other party.
- (2) Notice of termination shall be delivered by certified mail with receipt for delivery returned to the sender.
- (3) **TIME IS OF THE ESSENCE** and if the Consultant refuses or fails to perform the work as specified in Exhibit C, Scope of Work and maintain the scheduled level of effort as proposed, or any separable part thereof, with such diligence as will insure completion of the work within the specified time period, or any extension or tolling there of, or fails to complete said work within such time. The County may exercise any remedy available under law or this Agreement. Failure to maintain the scheduled level of effort as proposed or deviation from the aforesaid proposal without prior approval of County shall constitute cause for termination
- (4) The County may, by written notice to Consultant, terminate Consultant's right to proceed with the Project or such part of the Project as to which there has been delay. In such event, the County may take over the work and perform the same to completion, by contract or otherwise, and Consultant shall be required to provide all copies of finished or unfinished documents prepared by Consultant under this Agreement to the County as stated in Exhibit D, "Project Deliverables".
- (5) Consultant shall be entitled to receive compensation for any satisfactory work completed on such documents as reasonably determined by the County.
- (6) Whether or not the Consultant's right to proceed with the work has been terminated, the Consultant shall be liable for any damage to the County resulting from the Consultant's refusal or failure to complete the work within the specified time period, and said damages shall include, but not be limited to, any additional costs associated with the County obtaining the services of another Consultant to complete the project.

ARTICLE 15. **TERMINATION FOR CONVENIENCE OF COUNTY**

Notwithstanding any other provisions, the County may terminate this Agreement for its convenience at any time by a written notice to Consultant. If the Agreement is terminated for convenience by the County, as provided in this article, Consultant will be paid compensation for those services actually

performed. Partially completed tasks will be compensated for based on a signed statement of completion to be submitted by Consultant which shall itemize each task element and briefly state what work has been completed and what work remains to be done.

If, after termination, it is determined that the Consultant was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the government.

ARTICLE 16. **WAIVER OF BREACH**

The waiver by either party of a breach or violation of any provision of this Agreement, shall not operate or be construed to be, a waiver of any subsequent breach or violation of the same or other provision thereof.

ARTICLE 17. **INDEPENDENT CONSULTANT**

Consultant shall perform the services under this Agreement as an independent Consultant and nothing contained herein shall be construed to be inconsistent with such relationship or status. Nothing in this Agreement shall be interpreted or construed to constitute Consultant or any of its agents or employees to be the agent, employee or representative of County.

ARTICLE 18. **PROFESSIONAL RESPONSIBILITY**

Consultant represents that it has, or will secure at its own expenses, all personnel appropriate to perform all work to be completed under this Agreement;

All the services required hereunder will be performed by Consultant or under the direct supervision of Consultant. All personnel engaged in the Project by Consultant shall be fully qualified and shall be authorized or permitted under applicable State and local law to perform such services.

None of the work or services covered by this Agreement shall be transferred, assigned, or subcontracted by Consultant without the prior written consent of the County.

ARTICLE 19. **COOPERATION WITH OTHER CONSULTANTS**

Consultant will undertake the Project in cooperation with and in coordination with other studies, projects or related work performed for, with or by County's employees, appointed committee(s) or other Consultants. Consultant shall fully cooperate with such other related Consultants and County employees or appointed committees. Consultant shall provide within his schedule of work, time and effort to coordinate with other Consultants under contract with County. Consultant shall not commit or permit any act, which will interfere with the performance of work by any other consultant or by County employees.

Consultant shall not be liable or responsible for the delays of third parties not under its control nor affiliated with the Consultant in any manner.

ARTICLE 20. **ACCURACY OF WORK**

Consultant shall be responsible for the accuracy of his work and shall promptly correct its errors and omissions without additional compensation. Acceptance of the work by the County will not relieve Consultant of the responsibility of subsequent corrections of any errors and the clarification of any ambiguities. Consultant shall prepare any plans, report, fieldwork, or data required by County to correct its errors or omissions. The above consultation, clarification or correction shall be made without added compensation to Consultant. Consultant shall give immediate attention to these changes so there will be a minimum of delay to others.

ARTICLE 21. **REVIEW OF WORK**

Authorized representatives of County may at all reasonable times review and inspect Project activities and data collected under this Agreement and amendments thereto. All reports, drawings, studies, specifications, estimates, maps and computations prepared by or for Consultant, shall be available to authorized representatives of County for inspection and review at all reasonable times in the main office of County. Acceptance shall not relieve Consultant of its professional obligation to correct, at its expense, any of its errors in work. County may request at any time and Consultant shall produce progress prints or copies of any work as performed under this Agreement. Refusal by Consultant to submit progress reports and/or plans shall be cause for County, without any liability thereof, to withhold payment to consultant until Consultant complies with County's request in this regard. County's review recommendations shall be incorporated into the plans by Consultant.

ARTICLE 22. **INDEMNIFICATION**

22.1 Professional Services Indemnification. With respect to liability, damages, costs, expenses (including reasonable attorney's fees and expenses incurred by any of them), claims, suits and judgments that arise or are alleged to arise out of the Consultant/Contractor's acts, errors, or omissions in the performance of professional services, the Consultant/Contractor shall indemnify, release, and hold harmless Fulton County, its Commissioners and their respective officers, members, employees and agents (each, hereinafter referred to as an "Indemnified Person"), from and against liability, damages, costs, expenses (including reasonable attorney's fees and expenses incurred by any of them), claims, suits and judgments only to the extent such liability is caused by the negligence of the Consultant/Contractor in the delivery of the Work under this Agreement, but such indemnity is limited to those liabilities caused by a Negligent Professional Act, as defined below. This indemnification survives the termination of this Agreement and shall also survive the dissolution

or to the extent allowed by law, the bankruptcy of Consultant/Contractor.

For the purposes of the Professional Services Indemnity above, a "Negligent Professional Act" means a negligent act, error, or omission in the performance of Professional Services (or by any person or entity, including joint ventures, for whom Consultant/Contractor is liable) that causes liability and fails to meet the applicable professional standard of care, skill and ability under similar conditions and like surrounding circumstances, as is ordinarily employed by others in their profession.

Consultant/Contractor obligation to indemnify and hold harmless, as set forth hereinabove, shall also include, but is not limited to, any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or other actual or alleged unfair competition disparagement of product or service, or other tort or any type whatsoever, or any actual or alleged violation of trade regulations.

Consultant/Contractor further agrees to indemnify and hold harmless Fulton County, its Commissioners, officers, employees, subcontractors, successors, assigns and agents from and against any and all claims or liability for compensation under the Worker's Compensation Act, Disability Benefits Act, or any other employee benefits act arising out of injuries sustained by any employees of Consultant/Contractor. These indemnities shall not be limited by reason of the listing of any insurance coverage.

22.2 Notice of Claim. If an Indemnified Person receives written notice of any claim or circumstance which could give rise to indemnified losses, the receiving party shall promptly give written notice to Consultant/Contractor, and shall use best efforts to deliver such written notice within ten (10) Business Days. The notice must include a copy of such written notice of claim, or, if the Indemnified Person did not receive a written notice of claim, a description of the indemnification event in reasonable detail and the basis on which indemnification may be due. Such notice will not stop or prevent an Indemnified Person from later asserting a different basis for indemnification. If an Indemnified Person does not provide this notice within the ten (10) Business Day period, it does not waive any right to indemnification except to the extent that Consultant/Contractor is prejudiced, suffers loss, or incurs additional expense solely because of the delay.

22.3 Defense. Consultant/Contractor, at Consultant/Contractor's own expense, shall defend each such action, suit, or proceeding or cause the same to be resisted and defended by counsel designated by the Indemnified Person and reasonably approved by Consultant/Contractor (provided that in all instances the County Attorney of Fulton County Georgia shall be acceptable, and, for the avoidance of doubt, is the only counsel authorized to represent the County). If any such action, suit or proceedings should result in final judgment against the Indemnified Person, Consultant/Contractor shall promptly satisfy and discharge

such judgment or cause such judgment to be promptly satisfied and discharged. Within ten (10) Business Days after receiving written notice of the indemnification request, Consultant/Contractor shall acknowledge in writing delivered to the Indemnified Person (with a copy to the County Attorney) that Consultant/Contractor is defending the claim as required hereunder.

22.4 Separate Counsel.

22.4.1 Mandatory Separate Counsel. In the event that there is any potential conflict of interest that could reasonably arise in the representation of any Indemnified Person and Consultant/Contractor in the defense of any action, suit or proceeding pursuant to Section 22.3 above or in the event that state or local law requires the use of specific counsel, (i) such Indemnified Person may elect in its sole and absolute discretion whether to waive such conflict of interest, and (ii) unless such Indemnified Person (and, as applicable, Consultant/Contractor) elects to waive such conflict of interest, or in any event if required by state or local law, then the counsel designated by the Indemnified Person shall solely represent such Indemnified Person and, if applicable, Consultant/Contractor shall retain its own separate counsel, each at Consultant/Contractor's sole cost and expense.

22.4.2 Voluntary Separate Counsel. Notwithstanding Consultant/Contractor's obligation to defend, where applicable pursuant to Section 22.3, a claim, the Indemnified Person may retain separate counsel to participate in (but not control or impair) the defense and to participate in (but not control or impair) any settlement negotiations, provided that for so long as Consultant/Contractor has complied with all of Consultant/Contractor's obligations with respect to such claim, the cost of such separate counsel shall be at the sole cost and expense of such Indemnified Person (provided that if Consultant/Contractor has not complied with all of Consultant/Contractor's obligations with respect to such claim, Consultant/Contractor shall be obligated to pay the cost and expense of such separate counsel). Consultant/Contractor may settle the claim without the consent or agreement of the Indemnified Person, unless the settlement (i) would result in injunctive relief or other equitable remedies or otherwise require the Indemnified Person to comply with restrictions or limitations that adversely affect or materially impair the reputation and standing of the Indemnified Person, (ii) would require the Indemnified Person to pay amounts that Consultant/Contractor or its insurer does not fund in full, (iii) would not result in the Indemnified Person's full and complete release from all liability to the plaintiffs or claimants who are parties to or otherwise bound by the settlement, or (iv) directly involves the County (in which case the County of Fulton County, Georgia shall be the only counsel authorized to represent the County with respect to any such settlement).

22.5 Survival. The provisions of this Article will survive any expiration or earlier termination of this Agreement and any closing, settlement or other similar event which occurs under this Agreement.

ARTICLE 23. **CONFIDENTIALITY**

Consultant agrees that its conclusions and any reports are for the confidential information of County and that it will not disclose its conclusions in whole or in part to any persons whatsoever, other than to submit its written documentation to County, and will only discuss the same with it or its authorized representatives, except as required under this Agreement to provide information to the public. Upon completion of this Agreement term, all documents, reports, maps, data and studies prepared by Consultant pursuant thereto and any equipment paid for by County as a result of this Agreement, shall become the property of the County and be delivered to the User Department's Representative.

Articles, papers, bulletins, reports, or other materials reporting the plans, progress, analyses, or results and findings of the work conducted under this Agreement shall not be presented publicly or published without prior approval in writing of County.

It is further agreed that if any information concerning the Project, its conduct results, or data gathered or processed should be released by Consultant without prior approval from County, the release of the same shall constitute grounds for termination of this Agreement without indemnity to Consultant, but should any such information be released by County or by Consultant with such prior written approval, the same shall be regarded as Public information and no longer subject to the restrictions of this Agreement.

ARTICLE 24. **OWNERSHIP OF INTELLECTUAL PROPERTY AND INFORMATION**

Consultant agrees that Fulton County is the sole owner of all information, data, and materials that are developed or prepared subject to this Agreement. Consultant or any sub-consultant is not allowed to use or sell any information subject to this contract for educational, publication, profit, research or any other purpose without the written and authorized consent of the County. All electronic files used in connection to this Agreement, which are by definition, any custom software files used in connection to this Agreement, (collectively, the "Software"), shall be turned over to the County for its use after termination hereof and Consultant shall have no interest of any kind in such electronic files. Any required licenses and fees for the Software or other required materials shall be purchased and/or paid for by Consultant and registered in the name of the County, if possible. The Software as defined hereunder, specifically excludes all software, documentation, information, and materials in which Consultant has pre-existing proprietary rights and/or has otherwise been licensed to Consultant prior to this Agreement, and any upgrades, updates, modifications or enhancements thereto. Consultant agrees to provide at no cost to County any upgrades to any software used in connection with this Agreement which may be subsequently developed or upgraded for a period of three (3) years from the date of completion of the work under the Agreement, except in the case of commercial Software

licensed to the County. Any information developed for use in connection with this Agreement may be released as public domain information by the County at its sole discretion.

ARTICLE 25. **COVENANT AGAINST CONTINGENT FEES**

Consultant warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees maintained by Consultant for the purpose of securing business and that Consultant has not received any non-County fee related to this Agreement without the prior written consent of County. For breach or violation of this warranty, County shall have the right to annul this Agreement without liability or at its discretion to deduct from the Contract Price or consideration the full amount of such commission, percentage, brokerage or contingent fee.

ARTICLE 26. **INSURANCE**

Consultant agrees to obtain and maintain during the entire term of this Agreement, all of the insurance required as specified in the Agreement documents, Exhibit H, Insurance and Risk Management Forms, with the County as an additional insured and shall furnish the County a Certificate of Insurance showing the required coverage. The cancellation of any policy of insurance required by this Agreement shall meet the requirements of notice under the laws of the State of Georgia as presently set forth in the Georgia Code.

ARTICLE 27. **PROHIBITED INTEREST**

Section 27.01 **Conflict of interest:**

Consultant agrees that it presently has no interest and shall acquire no interest direct or indirect that would conflict in any manner or degree with the performance of its service hereunder. Consultant further agrees that, in the performance of the Agreement, no person having any such interest shall be employed.

Section 27.02 **Interest of Public Officials:**

No member, officer or employee of County during his tenure shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE 28. **SUBCONTRACTING**

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

ARTICLE 29. **ASSIGNABILITY**

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

ARTICLE 30. **ANTI-KICKBACK CLAUSE**

Salaries of engineers, surveyors, draftsmen, clerical and technicians performing work under this Agreement shall be paid unconditionally and not less often than once a month without deduction or rebate on any account except only such payroll deductions as are mandatory by law. Consultant hereby promises to comply with all applicable "Anti-Kickback" Laws, and shall insert appropriate provisions in all subcontracts covering work under this Agreement.

ARTICLE 31. **AUDITS AND INSPECTORS**

At any time during normal business hours and as often as County may deem necessary, Consultant shall make available to County and/or representatives of the County for examination all of its records with respect to all matters covered by this Agreement.

It shall also permit County and/or representative of the County to audit, examine and make copies, excerpts or transcripts from such records of personnel, conditions of employment and other data relating to all matters covered by this Agreement. Consultant's records of personnel, conditions of employment, and financial statements (hereinafter "Information") constitute trade secrets and are considered confidential and proprietary by Consultant. To the extent County audits or examines such Information related to this Agreement, County shall not disclose or otherwise make available to third parties any such Information without Consultant's prior written consent unless required to do so by a court order. Nothing in this Agreement shall be construed as granting County any right to make copies, excerpts or transcripts of such information outside the area covered by this Agreement without the prior written consent of Consultant. Consultant shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred on the Project and used in support of its proposal and shall make such material available at all reasonable times during the period of the Agreement and for eight years from the date of final payment under the Agreement, for inspection by County or any reviewing agencies and copies thereof shall be furnished upon request and at no additional cost to County. Consultant agrees that the provisions of this Article shall be included in any Agreements it may make with any sub-consultant, assignee or transferee.

ARTICLE 32. ACCOUNTING SYSTEM

Consultant shall have an accounting system, which is established, and maintaining in accordance with generally accepted accounting principles. Consultant must account for cost in a manner consistent with generally accepted accounting procedures, as approved by Fulton County.

ARTICLE 33. VERBAL AGREEMENT

No verbal agreement or conversation with any officer, agent or employee of County either before, during or after the execution of this Agreement, shall affect or modify any of the terms of obligations herein contained, nor shall such verbal agreement or conversation entitle Consultant to any additional payment whatsoever under the terms of this Agreement. All changes to this shall be in writing and the form of a change order in supplemental agreement, approved by the County, and entered on the Minutes of the Board of Commissioners.

ARTICLE 34. NOTICES

All notices shall be in writing and delivered in person or transmitted by certified mail, postage prepaid.

Notice to County, shall be addressed as follows:

Deputy Director
137 Peachtree Street, S.W.
Atlanta, Georgia 30303
Telephone: (404) 398-8825
Email: kweli.henry@fultoncountyga.gov
Attention: Kweli Henry

With a copy to:

Department of Purchasing & Contract Compliance
Director
130 Peachtree Street, S.W. Suite 1168
Atlanta, Georgia 30303
Telephone: (404) 612-5800
Email: felicia.strong-whitaker@fultoncountyga.gov
Attention: Felicia Strong-Whitaker

Notices to Consultant shall be addressed as follows:

Open Hand Atlanta, Inc.
181 Armour Drive NE
Atlanta, GA 30324
Telephone: (404) 872-8089
Email: mpieper@openhandatlanta.org
Attention: **Matthew Pieper**

ARTICLE 35. **JURISDICTION**

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

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

ARTICLE 36. **EQUAL EMPLOYMENT OPPORTUNITY**

During the performance of this Agreement, Consultant agrees as follows:

Section 36.01 Consultant will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin;

Section 36.02 Consultant will, in all solicitations or advertisements for employees placed by, or on behalf of, Consultant state that all qualified applicants, will receive consideration for employment without regard to race, creed, color, sex or national origin;

Section 36.03 Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by the Agreement so that such provision will be binding upon each sub-consultant, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

ARTICLE 37. **FORCE MAJEURE**

Neither County nor Consultant shall be deemed in violation of this Agreement if either is prevented from performing its obligations hereunder for any reason beyond its control, including but not limited to acts of God, civil or military authority, act of public enemy, accidents, fires, explosions, earthquakes, floods or catastrophic failures of public transportation, provided however, that nothing herein shall relieve or be construed to relieve Consultant from performing its obligations hereunder in the event of riots, rebellions or legal strikes.

ARTICLE 38. **OPEN RECORDS ACT**

The Georgia Open Records Act, O.C.G.A. Section 50-18-70 et seq., applies to this Agreement. The Consultant acknowledges that any documents or computerized data provided to the County by the Consultant may be subject to release to the public. The Consultant also acknowledges that documents and computerized data created or held by the Consultant in relation to the Agreement may be subject to release to the public, to include documents turned over to the County. The Consultant shall cooperate with and provide assistance to the County in rapidly responding to Open Records Act requests. The Consultant shall notify the County of any Open Records Act requests no later than 24 hours following receipt of any such requests by the Consultant. The Consultant shall promptly comply with the instructions or requests of the County in relation to responding to Open Records Act requests.

ARTICLE 39. **CONSULTANT'S COMPLIANCE WITH ALL ASSURANCES OR PROMISES MADE IN RESPONSE TO PROCUREMENT**

Where the procurement documents do not place a degree or level of service relating to the scope of work, M/FBE participation, or any other matter relating to the services being procured, should any Consultant submit a response to the County promising to provide a certain level of service for the scope of work, M/FBE participation, or any other matter, including where such promises or assurances are greater than what is required by the procurement documents, and should this response containing these promises or assurances be accepted by the County and made a part of the Contract Documents, then the degree or level of service promised relating to the scope of work, M/FBE participation, or other matter shall be considered to be a material part of the Agreement between the Consultant and the County, such that the Consultant's failure to provide the agreed upon degree or level of service or participation shall be a material breach of the Agreement giving the County just cause to terminate the Agreement for cause, pursuant to ARTICLE 14 of the Agreement.

ARTICLE 40. **INVOICING AND PAYMENT**

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

Time of Payment: The County shall make payments to Consultant within thirty (30) days after receipt of a proper invoice. Parties hereto expressly agree that the above contract term shall supersede the rates of interest, payment periods,

and contract and subcontract terms provided for under the Georgia Prompt Pay Act, O.C.G.A. 13-11-1 et seq., pursuant to 13-11-7(b), and the rates of interest, payment periods, and contract and subcontract terms provided for under the Prompt Pay Act shall have no application to this Agreement; parties further agree that the County shall not be liable for any interest or penalty arising from late payments.

Submittal of Invoices: Invoices shall be submitted as follows:

Via Mail:

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

OR

Via Email:

Email: Accounts.Payable@fultoncountyga.gov

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

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

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

County's Right to Withhold Payments: The County may withhold payments, not to exceed the total of two months' fees of the applicable SOW, for services that involve disputed costs, involve disputed audits, or are otherwise performed in an inadequate fashion. Payments withheld by the County will be released and

paid to the Consultant when the services are subsequently performed adequately and on a timely basis, the causes for disputes are reconciled or any other remedies or actions stipulated by the County are satisfied. If there is a good faith dispute regarding a portion of an invoice, Consultant will notify County and detail the dispute before the invoice date. The County shall promptly pay any undisputed items contained in such invoices. Upon resolution of the dispute, any disputed amounts owed to Consultant will be promptly paid by County.

Payment of Sub-consultants/Suppliers: The Consultant must certify in writing that all sub-consultants of the Consultant and suppliers have been promptly paid for work and materials and previous progress payments received. In the event the prime Consultant is unable to pay sub-consultants or suppliers until it has received a progress payment from Fulton County, the prime Consultant shall pay all sub-consultants or supplier funds due from said progress payments within forty-eight (48) hours of receipt of payment from Fulton County and in no event later than fifteen days as provided for by State Law.

Acceptance of Payments by Consultant; Release. The acceptance by the Consultant of any payment for services under this Agreement will, in each instance, operate as, and be a release to the County from, all claim and liability to the Consultant for work performed or furnished for or relating to the service for which payment was accepted, unless the Consultant within five (5) days of its receipt of a payment, advises the County in writing of a specific claim it contends is not released by that payment.

ARTICLE 41. TAXES

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

ARTICLE 42. PERMITS, LICENSES AND BONDS

All permits and licenses necessary for the work shall be secured and paid for by the Consultant. If any permit, license or certificate expires or is revoked, terminated, or suspended as a result of any action on the part of the Consultant, the Consultant shall not be entitled to additional compensation or time.

ARTICLE 43. **NON-APPROPRIATION**

This Agreement states the total obligation of the County to the Consultant for the calendar year of execution. Notwithstanding anything contained in this Agreement, the obligation of the County to make payments provided under this Agreement shall be subject to annual appropriations of funds thereof by the governing body of the County and such obligation shall not constitute a pledge of the full faith and credit of the County within the meaning of any constitutional debt limitation. The Director of Finance shall deliver written notice to the Consultant in the event the County does not intend to budget funds for the succeeding Contract year.

Notwithstanding anything contained in this Agreement, if sufficient funds have not been appropriated to support continuation of this Agreement for an additional calendar year or an additional term of the Agreement, this Agreement shall terminate absolutely and without further obligation on the part of the County at the close of the calendar year of its execution and at the close of each succeeding calendar year of which it may be renewed, unless a shorter termination period is provided or the County suspends performance pending the appropriation of funds.

ARTICLE 44. **WAGE CLAUSE**

Consultant shall agree that in the performance of this Agreement the Consultant will comply with all lawful agreements, if any, which the Consultant had made with any association, union, or other entity, with respect to wages, salaries, and working conditions, so as not to cause inconvenience, picketing, or work stoppage.

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

OWNER:

FULTON COUNTY, GEORGIA

DocuSigned by:

Robert L. Pitts

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST:

DocuSigned by:

Tonya R. Grier

Tonya R. Grier
Clerk to the Commission

(Affix County Seal)

APPROVED AS TO FORM:

DocuSigned by:

Y. Soo Jo

Office of the County Attorney

APPROVED AS TO CONTENT:

DocuSigned by:

Ladisa Onyiliogwu

Ladisa Onyiliogwu, Director
Department of Senior Services

CONSULTANT:

OPEN HAND ATLANTA, INC.

DocuSigned by:

Matthew Pieper

Matthew Pieper
Executive Director

ATTEST:

DocuSigned by:

Jordyn Arnold

Secretary/
Assistant Secretary

(Affix Corp Seal)

ATTEST:

Notary Public

County: _____

Commission Expires: _____

(Affix Notary Seal)

ITEM#: 2023-0199 RCS: 3/15/2023
RECESS MEETING

ITEM#: _____ RM: _____
REGULAR MEETING

ADDENDA



Date: 2/9/2023

Project Number: 23RFP137278A-CJC

Project Title: Comprehensive Nutrition Services

This Addendum forms a part of the contract documents and **modifies** the original RFP documents as noted below:

The due date changed from Thursday, February 23, 2023 at 11:0A.M., to Thursday, March 2, 2023 at 11:00A.M.

ADDENDUM NO. 1

The undersigned Proposer acknowledges receipt of this Addendum by uploading this form with the Bid/Proposal submittal package as outlined in 3.2 of the RFP

This is to acknowledge receipt of Addendum No.1, 27 day of February, 2023.

Matthew Pieper
Legal Name of Proposer

Matthew Pieper
Signature of Authorized Representative

Executive Director
Title



Date: 2/22/2023

Project Number: 23RFP137278A-CJC

Project Title: Comprehensive Nutrition Services

This Addendum forms a part of the contract documents and **modifies** the original RFP documents as noted below:

REVISED - Exhibit -7-Pricing Sheet and Instructions

ADDENDUM NO. 2

The undersigned Proposer acknowledges receipt of this Addendum by uploading this form with the Bid/Proposal submittal package as outlined in 3.2 of the RFP

This is to acknowledge receipt of Addendum No.2, 27 day of February, 2023.

Matthew Pieper
Legal Name of Proposer

Matthew Pieper
Signature of Authorized Representative

Executive Director
Title

EXHIBIT A

GENERAL CONDITIONS

GENERAL CONDITIONS

1. Proposals may be withdrawn upon receipt of a written request prior to the stated due date and time. If a firm seeks to withdraw a proposal after the due date and time, the firm must present a notarized statement indicating that an error was made, with an explanation of how it occurred. The withdrawal request must be accompanied by documentation supporting the claim. Prior to approving or disapproving the request, an opinion will be obtained from Fulton County's Legal Counsel indicating whether the firm is bound by its proposal.

Proposals for projects that are solicited pursuant to the Georgia Local Government Public Works Construction Law (O.C.G.A. § 36-91-1 et seq.) may be withdrawn as follows:

The County must advise Offerors in the request for proposals of the number of days that Offerors will be required to honor their proposals. If an Offeror is not selected within 60 days of opening the proposals, any Offeror that is determined by the governmental entity to be unlikely of being selected for contract award will be released from the proposal.

2. Fulton County shall be the sole judge of the quality and the applicability of all proposals. Design, features, overall quality, local facilities, terms and other pertinent considerations will be taken into account in determining acceptability.
3. The successful Offeror must assume full responsibility for delivery of all goods and services proposed in accordance with the executed Contract.
4. The successful Offeror must assume full responsibility for providing warranty service on all goods, materials, or equipment provided to the County in accordance with Contract Article 20.
5. The successful Offeror shall be responsible for the proper training and certification of personnel used in the performance of the services proposed.
6. The successful Offeror shall not assign, transfer, convey, sublet, or otherwise dispose of any contract resulting from the RFP or of any of its rights, title or interest therein without prior written consent of the Fulton County Board of Commissioners.
7. In case of material default by the successful Offeror, Fulton County may procure the articles or services from another source and hold the successful Vendor responsible for any direct damages subject to the Limitation of Liability as set forth in Article 46 above.

8. All proposals and bids submitted to Fulton County are subject to the Georgia "Open Records Act", Official Code of Georgia, Annotated (O.C.G.A.) § 50-18-70 et seq.
9. All proposals and bids submitted to Fulton County involving Utility Contracting are subject to the Georgia law governing licensing of Utility Contractors, O.C.G.A. §43-14-8.2(h).

EXHIBIT B

SPECIAL CONDITIONS

EXHIBIT C

SCOPE OF WORK

SCOPE OF WORK

The Consultant shall provide Comprehensive Nutrition Care program services for senior residents of Fulton county age 60 and above.

The following tasks are to be performed:

- A. The preparation, production, and delivery of nutritionally balanced, cost efficient regular and therapeutic meals. The nutrient content of meals may be determined by application of the Dietary Reference Intakes (DRI) guidelines and U.S. Department of Agriculture and U.S. Department of Health and Human Services. Dietary Guidelines for Americans, 2020-2025. 9th Edition. December 2020. The Dietary Guidelines are published every five years by the U.S. Departments of Health and Human Services (HHS) and the United States Department of Agriculture (USDA). In addition, Georgia Department of Human Resources Department of Aging Services Individual Service Requirements Nutrient Targets for Meals Appendix B of Chapter 300 Home and Community Based Services 304 Nutrition Services should be used in guiding meal planning. Below is a link to the State of Georgia On-line Directives Information System (ODIS) website. Click on MAN5300 to open the index. Scroll down to Chapter 300, Section 304 to find the requirements.

<http://odis.dhs.ga.gov/ChooseCategory.aspx?cid=817>

Home | Dietary Guidelines for Americans

Each meal must provide at least one-third of the Recommended Daily Allowances (RDA/DRI's) for older persons 60 years and above. Meals are served in a variety of settings ranging from congregate sites, meals delivered to the home of individual clients and meals provided as shelf-stable for weekend or emergency uses by participants in congregate and home-delivered meal programs, or a combination of such meal types. The nutritional profile of specific therapeutic/modified meals may vary according to the diet prescribed. Meals served include the following for each program area:

1. Congregate Meals
 - Neighborhood Senior Centers
 - Current Number of Registered Participants: 1,263
 - Average Number of Meals per day: 417
 - Lunch-Monday through Friday must include a choice of at least 2 entrees.
 - Shelf-Stable Meals (2 per Participant-2 or 3 times per year)
 - Breakfast option
2. Home Delivered Meals
 - Current Number of Participants: 856
 - Average Number of Meals per day: 760

Lunch-Monday through Friday (weekend Lunches are provided by special order of the Case Manager. Weekend meals are delivered with the Friday meal in a frozen state for reheating by the client.) These meals must include a choice of at least 2 entrees.

Shelf-Stable Meals (2 per client-2 or 3 times per year)

Groceries

3. Grocery cards for emergency, temporary (short-term) need: Recently discharges from the hospital-known as care transition meal
 - 1.2 weeks min.; 4 weeks max
 - 2.Clients may be reassessed
 4. Short term emergency grocery bags
 - i. Applicable to an eligible senior with a reduced or impaired immune system
 - ii. Incapacitated or an individual who cannot normally get food within a short term period
 - iii. Sudden loss of income; capable of preparing food but does not have the ability to pay for or access food; temporary loss of mobility outside the home
 - 1.2 weeks min; 4 weeks max
 - 2.Clients may be reassessed
 5. Special Program or Special Event

Pertains to Fulton County Community Food Security initiatives which may occur throughout the calendar year

Options may consist of perishable, shelf stable items, produce or a protein.
- B. Menus written for this work must offer a daily choice of at least two different entrées and side items. Choices offered should reflect senior preference.
- C. Senior's Choice Meal: One meal within the four-week menu cycle must be prepared according to the preferences of program participants. The Vendor(s) and/or on-site production kitchen must adjust one daily menu to facilitate senior preferred meal. No restrictions on food choices (within reasonable food costs allocation) and no nutritional analysis will be required for the Seniors Choice Meal. Proposal should include a plan to ascertain senior preference and plans for the implementation of the senior's choice meal.
- D. Delivery of meals Monday through Friday to congregate service sites. Meals must be delivered to the identified locations no earlier than 8:30 a.m. and no later than 10:30 a.m. of the day such meals are to be served.

- E. The Consultant will be responsible for providing Home Delivered Meals to the homes of registered clients, as authorize by the Case Manager. Meals must be provided at a minimum Monday-Friday. Home delivered meals will be delivered chilled/frozen to each client address no earlier than 11am and no later than 1pm. Multi-meal packs are allowable.
- F. The Consultant will be responsible for providing and delivering Dietary Supplements to Home Delivered Meal Clients, as authorize by Case Managers. Clients receiving dietary supplements must have a Physician's approval form on file with the Case Manager. Dietary Supplements include Ensure and Glucerna. Two (2) cans equate to one (1) meal.
- G. Nutrition Education provided to congregate, and home delivered meal participants must promote the Health and Human Services strategic initiative and consist of accurate culturally sensitive nutrition, physical fitness, health (as it relates to nutrition) information and instruction to participants and/or caregivers. An education session of no less than 30 minutes shall be provided each month at each Neighborhood Senior Center and must be presented by a Registered Dietitian. Educational materials may be presented to Home Delivered Meal participants and/or caregivers in a written format.
- H. Nutritional Counseling provided to congregate, and home delivered meal participants to provide individualized guidance to individuals who are at nutritional risk because of their health or nutrition history, dietary intake, chronic illnesses, or medication use (or to their caregivers). Counseling is provided one-on-one by a Registered and Licensed Dietitian, and addresses options and methods for improving nutrition status.
- I. Nutritional Health Screening provided to congregate, and home delivered meal participants to administer standard examinations, procedures, or tests for the purpose of gathering information about a participant to determine the need for healthcare services. Information selected may include health status, nutrition status, financial status, status of ADL's and IADL's, as well as routine health screening (blood pressure, hearing, vision, and diabetes).
- J. Menu planning to develop quarterly menu cycles soliciting the input of Fulton County staff, program participants, and senior center staff. The Consultant must schedule and host Quarterly Menu Planning meetings that promote and include the participation of County staff, program participants, and senior center staff. Space may be made available at County facilities to accommodate participation of program participants. The Department of Senior Services Registered Dietician must be notified of the menu planning meeting at least one month in advance of the meeting.
- K. Food Service Training provided on a bi-annual year on topics that cover food sanitation and safety practices, re-heating procedures, temperature recording, portion control, health issues in older adults and other topics to be determined

at all service sites. The Consultant must conduct and document the bi-annual training for senior center food service staff to ensure the safety and quality of meals served.

- L. The Consultant will follow DAS Regulations in accordance to records retention. Upon termination of contract, client records will be submitted to Fulton County Department of Senior Services. For reference please go ODIS Man 5600, Section 3012 Area on Aging Records; MAN 5600, Section 1061 – Record Retention; and MAN 5600, Section 1060 – Technology and Data Management. These policies and procedures for records retention must at a minimum, comply with requirements in the Online Directives Information System (ODIS) MAN 5600, Section 3012.

2. Locations where services and/or products will be provided/performed

- a. Meal Preparation will take place at the successful offeror(s) approved kitchen facility.
- b. The following table indicates the current and proposed distribution locations, including the average number of meals served on a daily basis.

CONGREGATE MEAL SERVICE SITES/DISTRIBUTION POINTS

Name of Site	Address	Average Daily Meals
Crabapple Neighborhood Senior Center	12624 Broadwell Rd. Alpharetta, GA 30004	17
Auburn Neighborhood Senior Center	300 Edgewood Avenue, NE Atlanta, GA 30303	17
Bethlehem Neighborhood Senior Center (John Birdine Neighborhood Center)	215 Lakewood Way, SW Atlanta, GA 30315	28
Camp Truitt Neighborhood Senior Center	4320 Herschel Rd. College Park, GA 30337	23
Milton Neighborhood Senior Center	15690 Hopewell Rd. Milton, GA 30004	6
Dogwood Neighborhood Senior Center	1953 Donald Lee Hollowell Dr., NW Atlanta, GA 30218	23
Union City: Etris Senior Connections Center (Under Development)	5285 Lakeside Dr. Union City, GA 30291	20-25 (Projected)
New Beginnings Neighborhood Senior Center	66 Brooks Dr. Fairburn, GA 30213	42

New Horizons Neighborhood Senior Center	745 Orr Street Atlanta, GA 30314	26
Northside Shepherd Neighborhood Senior Center	425 Tenth Street, NW Atlanta, GA 30318	21

Name of Site	Address	Average Daily Meals
Palmetto Neighborhood Senior Center	510 Turner Ave. Palmetto, GA 30268	41
Roswell Neighborhood Senior Center	1250 Warsaw Rd. Roswell, GA 30076	24
Sandy Springs Neighborhood Senior Center	6500 Vernon Woods Dr. Building C Atlanta, GA 30328	36
Southeast Neighborhood Senior Center	1650 New Town Circle Atlanta, GA 30324	30
Hapeville Neighborhood Senior Center	527 King Arnold Dr. Hapeville, GA 30354	22
College Park Housing Authority Senior Activity Center (Tues. and Thur. Only)	2015 Virginia Ave. College Park, GA 30337	24

**HOME DELIVERED
CURRENT SERVICE SITES/DISTRIBUTION POINTS**

Name of Site	Address	Average Daily Meals
Crabapple Neighborhood Senior Center	12624 Broadwell Rd. Alpharetta, GA 30004	11
New Beginnings Neighborhood Senior Center	66 Brooks Dr. Fairburn, GA 30213	38
Project Open Hand (POH)	176 Otley Dr. NE Atlanta, GA 30324	655
Palmetto Neighborhood Senior Center	510 Turner Ave. Palmetto, GA 30268	2
Roswell Neighborhood Senior Center	1250 Warsaw Rd. Roswell, GA 30076	29
Sandy Springs Neighborhood Senior Center	6500 Vernon Woods Dr. Building C Atlanta, GA 30328	12
Providence Baptist Church	1773 Hawthorne Ave. College Park, GA 30337	10
Camp Truitt Neighborhood Senior Center	4320 Herschel Rd. College Park, GA 30337	34

Hapeville Neighborhood Senior Center	527 King Arnold Dr. Hapeville, GA 30354	14
Senior Services North Fulton Main Office	11381 Southbridge Parkway Alpharetta, GA 30022	20

The quantities of meals, locations, and days stated are given as a general rule for bidding purposes but are not guaranteed amounts. The average number of meals served daily is based upon reports from the distribution sites regarding meals served from January 2019 through June 2019, divided by 125 service days and rounded up to the nearest whole number. FY19 is referenced due to the Covid-19 Pandemic during FY2020 and FY21.

3. Customers include senior residents of Fulton County age 60 and above that are:

- Registered participants at a Neighborhood Senior Center; or,
- Have been assessed by a Case Manager as needing Home Delivered Meals

4. Standards and Guidelines for Meal Planning and Production

1. Menu Planning

A. Overview

- Menus will be compliant with Georgia Department of Aging Services Individual Service Requirements Nutrition Services Chapter 304 and Appendix 304-B
- Menu planning for congregate and home delivered meals should begin with consultation of program participants, neighborhood center management and staff, Department of Senior Services Nutrition Coordinator and other parties.
- Evaluation and implementation of preferences noted by the majority of the nutrition program participants should be considered as a part of the menu planning process.
- The Consultant shall agree in writing that all regular therapeutic and special menus will be planned and written on a minimum four-week cycle by a registered dietitian. The Consultant must submit the name and license number of the dietitian.
- The Consultant must meet with program participants, neighborhood center management, and the Fulton County Department of Senior Services Nutrition

Coordinator, AAA staff, and County Service Providers to make required menu changes on a quarterly basis.

- Permission to make menu substitutions during the cycle must be requested in writing by the Food Vendor(s) two weeks in advance and must be approved in writing, before use, by the Fulton County Department of Senior Services Nutrition Coordinator. The County will not be responsible for payment for unapproved substitutions.
- Menus (with nutritional analysis) proposed for use in the production of meals must be submitted by the Vendor(s) to the Fulton County Department of Senior Services Registered Dietitian at least six weeks prior to implementation.
- The Consultant must agree to provide written nutritional analysis of the menus during the contract period. Nutritional analysis must be provided for regular and therapeutic meals.
- Menus may not be modified in any way during the cycle without first requesting permission from Fulton County Department of Senior Services Nutrition Coordinator.
- Menus must to the extent possible, accommodate participant preferences (ethnic and religious food preferences must be considered in the meal planning process).
- The Consultant must supply sufficient copies of each approved congregate/home-delivered meal menus for posting at each senior center and each home-delivered meal distribution point. Each menu must show day of week and date for each meal.
- All meals must be labeled with the following information: packing date, list of food items, storage instructions, instructions for safe thawing, preparation, reheating and serving.

The Consultant must submit a copy of proposed four-week (20 day) cycle menu and nutritional analysis with proposal.

B. Regular (non-therapeutic) Meals

- Regular menus will be written on a four week cycle (20 day minimum)
- Regular meals will be developed using standardized menus

- Nutrition Analysis will be conducted and submitted for all regular meal menus
- Nutrient Targets for regular meals will comply with those outlined in Appendix 304 B Georgia Nutrition Program Nutrient Targets for Meals

C. Therapeutic Meals

- Shall be provided as required by the participants special needs and medical condition
- Therapeutic and gluten free menus must be developed in accordance the current Georgia Dietetic Association Manual.
- Nutrition analysis for each therapeutic meal and gluten free type must be provided along with each corresponding therapeutic menu.
- Menus and nutritional analysis will be submitted quarterly along with the regular menu

D. Picnic (chilled) Meals

- A menu of picnic (chilled) meal options will be offered congregate meal participants
- Picnic options must meet the nutrient targets outlined in the Georgia Division of Aging Service requirements Appendix 304-B
- Respondents submit nutritional analysis of picnic (chilled) meal options with their proposal.
- Picnic meals must meet temperature requirements as specified in DHR Standards. Must be packed and distributed at or below 41 degrees F.
- Picnic (chilled) meals must be packed and transported separately from hot foods or room temperature foods.

E. Shelf Stable Meals

- Shelf Stable options must meet the nutrient targets outlined in the Georgia Division of Aging Service requirements Appendix 304-B

- Shelf stable meals will be provided on a on a bi-annual basis.
- Respondents must submit a written nutritional analysis of shelf-stable meals with their proposal.

F. Additional Meal Types and Option Requirements

- The Consultant must provide a monthly birthday cake for each congregate meal site.
- Successful Respondent must provide appropriate holiday meals for each senior center during each four-week menu cycle.
- Successful Respondent must submit menus and nutritional analysis for holiday meals with the proposal.
- The Consultant provide meals for special functions such as quarterly breakfast, Older Americans Month Celebration meals or Fulton County Community Food Security initiatives which may occur throughout the calendar year.

2. Meal Production Facilities

- A. The Consultant must indicate in writing the location or locations of meal preparation and production facility or facilities in which meals or meal components are prepared or assembled.
- B. Meal preparation and production facilities must operate in compliance with all federal, state and local laws and codes related to proper fire safety, sanitation and food safety and insurance requirements.
- C. The Respondents proposal must describe the size (square feet) of the overall food preparation and production area, the amount of space (square feet) available for freezer storage of raw precooked ingredients, the amount of space available (square feet) for cold storage of raw precooked ingredients and the amount of space (square feet) available for dry storage of raw precooked ingredients.
- D. Respondents proposal must describe the amount of space (square feet) available for freezer storage of packed (ready for delivery) meals, the amount of space available (square feet) for cold storage of packed (ready for delivery) meals.
- E. The Department of Human Resources Health Department establishes standards for meal production facilities. Vendor(s)s who produce meals and store those meals in a frozen/chilled state must be equipped with a blast freezer/chiller and other equipment necessary for safe food processing and storage.
- F. The Consultant must assure that written procedures for the production of meals that will be held frozen/chilled, based upon local, state, and federal standards, are posted in the production facility where meals are produced

- G. The Consultant who produce meals that will be held frozen/chilled must do so under the guidance/supervision of a Registered Dietitian or persons with comparable nutrition and or food service expertise.
- H. Respondents must outline the processes and the methods to be used in the cleaning of all storage, serving and transportation equipment.
- I. All congregate and home delivered meals will be delivered chilled. Individual and congregate meals must be packaged in a manner that minimizes spillage and prevents contamination. Packaged meals must be transported in containers designed and constructed to hold foods (chilled/cold) at 41 degrees or lower.
- J. The Consultant must grant written permission for inspection and monitoring by the Fulton County Department of Senior Service Nutrition Coordinator, County Service Provider and/or a designated representative prior to awarding of the contract.
- K. Once Fulton County has entered into a contract with the selected Vendor(s) for FY2023, the Fulton County Department of Senior Services Nutrition Coordinator and the County Service Provider will retain the right to conduct periodic, unannounced inspections to the Food Vendor(s)'s meal production facility or facilities to insure and verify that proper food handling procedures, sanitation, and health standards are being followed.
- L. The County Service Provider and the Fulton County Department of Senior Services Nutrition Coordinator reserves the right to inspect, examine and obtain such information as it may need to determine and satisfy itself, at its discretion, that the Vendor(s) can meet the stipulations of the proposal (i.e. contacting previous clients).

3. Meal Composition and Serving Requirements

A. Nutritional Content Guidance

The nutritional content of each regular non-therapeutic meal will be determined by application of the Dietary Reference Intakes (DRI) and by U.S. Department of Agriculture and U.S. Department of Health and Human Services. Dietary Guidelines for Americans, 2020-2025. 9th Edition. December 2020.

In addition, the nutrition targets outlined in the Georgia Nutrition Program Nutrient Targets for Meals Appendix B of Chapter 304 Home and Community Based Services should be used in guiding meal planning.

Each meal must provide at least one-third of the Recommended Daily Allowances (RDA/DRI's) for older persons 60 years and older.

Each meal should emphasize foods high in fiber, calcium, and protein. The selected foods must vary from day to day. The food items within the meat, vegetable, and dessert groups must be different for the same days of each week, thus providing a variety of foods and nutrients.

B. Nutrient Targets

Per Chapter 300 Section 304 Nutrition Service Program Guidelines and Requirements for the Georgia Department of Human Services Department of Senior Services nutrient targets for each individual meal may be met as a monthly average (20 meals) +/- 10%.

Nutrition targets based on U.S. Department of Agriculture and U.S. Department of Health and Human Services. Dietary Guidelines for Americans, 2020-2025. 9th Edition. Dietary Guidelines for Americans averaged for males 51 years and older and females 51 years and older.

Nutrient Targets (Per Meal)

Calories	600
Protein	17 grams
Fat	up to 35% of total calories per meal
Saturated Fat	up to 10% of total calories per meal
Calcium	400 milligrams
Sodium	766 milligrams
Potassium	1566 milligrams
Magnesium	123 milligrams
Zinc	3.2 micrograms
Vitamin A	300 micrograms
Vitamin B6	0.57 micrograms
Vitamin B12	0.8 micrograms
Vitamin D	5 micrograms
Vitamin E	5 milligrams
Folate	133 micrograms
Fiber	≥ 8 grams
Vitamin C	≥ 27 milligrams

C. Meal Components

Meals produced for Fulton County seniors should focus on colors, textures and flavor rather than traditionally established meal patterns. Menu items that meet nutrient targets should be attractive in presentation, palatable, and appealing to the older persons to assure maximum individual consumption and contribute to overall health and wellbeing.

In achieving the nutrient target averages across the menu cycle (20 days) planning and production should consider the use of:

- Fresh or frozen minimally processed protein foods
- Fresh or frozen minimally processed fruits and vegetables

- Whole grain/high fiber grains and grain products

Additionally:

- Foods should be selected, stored, and prepared to ensure maximum nutritional content.
- Foods should be attractive in color and texture with an emphasis on flavor
- Non-greasy and appealing to encourage maximum individual consumption.
- Prepared utilizing standardized recipes

D. Food Quality Standards

All raw food used in the preparation of meals shall be of high quality. The following minimum standards must be met:

- Canned Fruits and Vegetables - Grade A Fancy or better. Fruits must be packed in natural juice or light syrup, not heavy syrup.
- Fresh Fruits and Vegetables -- #1 Quality.
- Poultry - USDA Grade A or better. Turkey must be solid muscle boneless combination of dark and white meat.
- Beef - USDA Choice or better. Beef shall be tender and with a minimum of fat. Ground beef shall be no more than 20 percent fat.
- Pork - USDA #1 or better. Pork must be tender with a minimum of fat and must be solid muscle.
- Eggs and Dairy Products - USDA Grade A or better.
- Salt -- Iodized.
- Ham – solid muscle boneless

E. Equipment and Disposable Serving Products

The Consultant must provide the following products at each congregate meals site:

- Food serving utensils
 - *Condiments individually wrapped (Salt, Pepper, Ketchup, Mustard, and Mayonnaise)
 - *Disposable polyethylene gloves
 - *Home Delivered Meal Container

- Containers for home delivered meals must be safe and suitable for microwave and conventional oven use
- Containers for home delivered meals must have three (3) partitions depending on the composition of the specific meal.
- Sturdy four-ounce or six-ounce containers with tight fitting seals must be provided for packing cold items for the home-delivered meals.

The Consultant must include provision of containers at each congregate center for meals delivered to congregate participants who are temporarily homebound. The number of these home-delivered meal containers will equal 10 percent of the annual number of congregate meals.

The Consultant must have available, upon request, appropriate food containers and utensils for blind and handicapped participants.

F. Delivery of Food

The Consultant must assume responsibility for timely delivery of meals to all congregate meal sites no earlier than 8:30 a.m. and no later than 10:30 a.m. of the day such meals are to be served

The Consultant must assume responsibility for timely delivery of home delivered meals to each client no earlier than 11:00 a.m. and no later than 1:00 p.m. of the day such meals are to be served

The Consultant must submit a delivery plan stating the proposed delivery system including delivery routes, the number of delivery vans, and the time of delivery to each distribution site. Bulk food delivered to a site must be transported in sanitized, National Sanitation Foundation (NSF) approved, temperature-retaining containers (specify product to be used) to maintain the following minimum temperature standards:

- All foods will be delivered cold/chilled. Potentially hazardous foods must be delivered to the clients and congregate meal sites at a temperature of 41°F or below.
- All foods intended to be served hot must be reheated to 165 degrees for 15 seconds
- Frozen foods must be delivered to a site at a temperature of 32°F or below.
- Natural foods should be served at room temperature. (Examples include fresh fruits, packaged crackers, cookies, etc.)

The consultant is responsible for keeping delivery containers, trucks, and ice packs clean. The delivery containers must be tightly closed to prevent heat loss. The Vendor(s) must have sufficient back-up containers. Food in serving pans must be properly covered so that spillage in the NSF approved container is kept to a minimum. Ice packed with cold items must be in leak proof bags. (Refer to the Georgia Department of Human Resources Regulations for Food Service Handbook.)

The Department of Senior Services has the right to purchase meals locally in the event the Proposer(s) fails to deliver any meal, meals, or other food or supply item to the designated sites or fails to deliver at the specified time and at the specified temperatures, or upon delivery the food is found to be spoiled, or damaged during delivery. The Purchaser will charge to proposer(s) the actual cost of such substitute meal, meals, or other food or supply item, plus the actual expense incurred by the Purchaser in procuring such meal, meals, or other food or supply item. The Purchaser shall immediately provide a written request (invoice) to proposer(s) detailing such expenses as the Purchaser claims for reimbursement. The replacement price of the meal will equal the calculated unit cost of the meals.

The Consultant shall agree to pay the reimbursement claims to the Purchaser promptly. The Consultant will then charge to the Purchaser the agreed upon price for the quantity of meals that were delivered plus the quantity that were not delivered but were replaced by the Purchaser as described above. The Consultant may not profit or gain by not serving meals in the case of a replacement meal costing less than the bidder price.

In the event the Purchaser is unable to procure any replacement meal, or other food or supply item, the Purchaser will then make a deduction for the cost of each meal that did not comply with the specifications. In making meal cost deductions, the following guidelines will be used, with the specified percentages based on the total contract cost of that meal as specified in the bid:

- Entree -- 50 percent
- Vegetable -- 20 percent
- Milk -- 10 percent
- Dessert -- 10 percent
- Bread -- 5 percent
- Disposables/Condiments -- 5 percent

Additionally, the purchaser will make an additional deduction to equal the calculated unit cost of the meal.

Upon delivery of meals to each site, an authorized on-site representative of the Proposer must sign a receipt (furnished by the proposer in triplicate, evidencing the time of the receipt of food.

Holidays on Which Congregate and Home-Delivered Meal Service is Not Required (Exhibit 2. Holiday Schedule)

- New Year's Day
- Martin Luther King, Jr. Holiday
- President's Day
- Memorial Day
- Juneteenth Day
- Independence Day
- Labor Day
- Veterans Day
- Thanksgiving Holiday (Thanksgiving Day and the day following)
- Christmas Eve
- Christmas Day
- New Year's Eve

4. Menu/M meal Planning

a. Menu Planning

The menus must be submitted by the Vendor(s) to Fulton County Department of Senior Services Nutrition Coordinator at least six weeks prior to the planned implementation date.

b. Meal Production

- 100% of the meals (with the exception of the Senior Choice Meals) meet all nutritional requirements, as outlined in this RFP.
- No less than 85% of the participants surveyed indicated a satisfaction level of Somewhat Satisfied or above.

c. Meal Delivery

- Meals must be delivered to each distribution site between the hours of 8:30 AM and 10:30 AM.
- Hot foods must be delivered, maintained and served to the clients at a minimum temperature of 140°F. The desirable minimum temperature for holding heated food is 150°F. The holding temperature must not exceed 165°F, and the holding time should be as short as possible. The holding time must not exceed four hours (from the final stage of preparation to serving time).
- Cold foods must be delivered and served to the clients at a temperature of 40°F or below.

Frozen foods must be delivered to a site at a temperature of 32°F or below.

- Natural foods should be served at room temperature and pre-packaged foods should not exceed expiration date. (Examples include fresh fruits, packaged crackers, cookies, etc.)
- The successful vendor(s) will be responsible for providing Home Delivered Meals to the homes of registered clients, as prescribed by the Case Manager. Meals must be provided Monday-Friday. Home delivered meals will be delivered chilled/frozen to each client address no earlier than 11am and no later than 1pm. multi-meal packs are allowable.

d. Nutrition Education

- Nutrition Education sessions must be held at each Neighborhood Senior Center at least once per month.
- Nutrition Education sessions must be led by a Registered Dietitian, Licensed by the State of Georgia.
- Nutrition Education sessions must be no less than 15 minutes in length.

e. Nutrition Counseling

- Nutrition Counseling must be **initiated within 30 days of referral.**
- The Consultant must abide by the following publications, manuals, and regulations listed below.
- The U.S. Department of Agriculture and U.S. Department of Health and Human Services. Dietary Guidelines for Americans, 2020-2025. 9th Edition. December 2020. The Dietary Guidelines are jointly issued and updated every 5 years by the Departments of Agriculture (USDA) and Health and Human Services (HHS). They provide authoritative advice for people two years and older about how good dietary habits can promote health and reduce risk for major chronic diseases. The 2020-2025 Dietary Guidelines are available for download at the following website:

- <http://www.cnpp.usda.gov/DGAs2010-PolicyDocument.htm>
- The Georgia Department of Public Health Rules and Regulations Governing Food Service, found at the following website:
<http://health.state.ga.us/programs/envservices/foodservice.asp>
- Georgia Department of Human Resources Program Guidelines for Nutrition Services Nutrition Service Program Guidelines and Requirements are
http://www.odis.dhr.state.ga.us/5000_agi/5300_HCBS/HCBS%20Manual/Ch%20304.doc

EXHIBIT D

PROJECT DELIVERABLES

The Project Deliverable are included in the Scope of Work 3.3

EXHIBIT E

COMPENSATION

COMPENSATION

The County agrees to compensate the Consultant as follows:

County agrees to compensate Consultant for all services performed under this Agreement in an amount not to exceed \$1,727,156.58 (One Million Seven Hundred Twenty Seven Thousand One Hundred Fifty Six Dollars ad Fifty Eight Cents). The detailed costs are provided below:

PRICING FORM												
		Congregate Meals	Home Delivered Meals (Individually Packaged)									
Row #	CATEGORY	Chilled Congregate Meals (Bulk)	Regular	Renal/Dialysis	Mechanical Soft	Mechanical Soft Renal/Dialysis	No Pork	No Red Meat	No Fish	Vegetarian	Picnic Meals	Grocery Cards
1	Esimated # of Meals	88,404	145,964	6,550	7,568	156	10,136	1,850	3,422	4,464	15,870	500
2	% of Total Estimated Meals	26%	44%	2%	2%	0%	3%	1%	1%	1%	5%	0%
3	Raw Food	\$ 2.65	\$ 2.65	\$ 2.65	\$ 2.65	\$ 2.65	\$ 2.65	\$ 2.65	\$ 2.65	\$ 2.65	\$ 2.57	\$ 2.65
4	Labor	\$ 0.67	\$ 0.71	\$ 0.71	\$ 0.71	\$ 0.71	\$ 0.71	\$ 0.71	\$ 0.71	\$ 0.71	\$ 0.66	\$ 0.71
5	Food Delivery	\$ 2.10	\$ 3.00	\$ 3.00	\$ 3.00	\$ 3.00	\$ 3.00	\$ 3.00	\$ 3.00	\$ 3.00	\$ 2.10	\$ 3.00
6	Disposables	\$ 0.38	\$ 0.28	\$ 0.28	\$ 0.28	\$ 0.28	\$ 0.28	\$ 0.28	\$ 0.28	\$ 0.28	\$ 0.28	\$ 0.28
7	Equipment	\$ 0.08	\$ 0.08	\$ 0.08	\$ 0.08	\$ 0.08	\$ 0.08	\$ 0.08	\$ 0.08	\$ 0.08	\$ 0.09	\$ 0.08
8	Utilities	\$ 0.10	\$ 0.10	\$ 0.10	\$ 0.10	\$ 0.10	\$ 0.10	\$ 0.10	\$ 0.10	\$ 0.10	\$ 0.11	\$ 0.10
9	Other/Direct	\$ 0.06	\$ 0.06	\$ 0.06	\$ 0.06	\$ 0.06	\$ 0.06	\$ 0.06	\$ 0.06	\$ 0.06	\$ 0.07	\$ 0.06
10	Administrative	\$ 0.21	\$ 0.21	\$ 0.21	\$ 0.21	\$ 0.21	\$ 0.21	\$ 0.21	\$ 0.21	\$ 0.21	\$ 0.21	\$ 0.21
11	Nutrition Education	\$ 0.08	\$ 0.08	\$ 0.08	\$ 0.08	\$ 0.08	\$ 0.08	\$ 0.08	\$ 0.08	\$ 0.08	\$ 0.08	\$ 0.08
12	Nutrition Counseling	\$ 0.03	\$ 0.03	\$ 0.03	\$ 0.03	\$ 0.03	\$ 0.03	\$ 0.03	\$ 0.03	\$ 0.03	\$ 0.03	\$ 0.03
13	Total Per Meal Cost	\$ 6.36	\$ 7.20	\$ 7.20	\$ 7.20	\$ 7.20	\$ 7.20	\$ 7.20	\$ 7.20	\$ 7.20	\$ 6.20	\$ 7.20
14	Total Annual Cost	\$ 562,249.44	\$ 1,050,940.80	\$ 47,160.00	\$ 54,489.60	\$ 1,123.20	\$ 72,979.20	\$ 13,320.00	\$ 24,638.40	\$ 32,140.80	\$ 98,394.00	\$ 3,600.00
15												
16	Total Administrative Cost:	Admin. Costs Here		\$70,500								
17	Total Nutrition Education Cost:	Nut. Ed. Costs Here		\$25,770								
18	Total Nutrition Counseling Cost:	Nut. Coun. Costs Here		\$9,000								
19												
20	Average Meal Cost:	\$ 7.04										

NOTE: The per meal unit costs shown above are for year 1 of the contract. The per meal unit cost for years 2, 3 and 4 of the contract are shown below:

Year 2	Prices	Years 3 and 4 Prices
Congregate	6.45	6.54
Home Delivered	7.30	7.40
Picnic Meals	6.29	6.38
Shelf Stable	7.10	7.20
Supplements	6.98	7.08
Emergency	7.30	7.40
Grocery Cards	7.30	7.40

EXHIBIT F

PURCHASING FORMS

STATE OF GEORGIA
COUNTY OF FULTON

FORM A: 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] Open Hand Atlanta, 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.

393511 2/17/2011
EEV/Basic Pilot Program* User Identification Number

Matthew Pieper
BY: Authorized Officer of Agent (Insert Contractor Name)

Executive Director
Title of Authorized Officer or Agent of Contractor

Matthew Pieper
Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this 27 day of February, 2023

Notary Public: J. J. Arnold

County: Cobb

Commission Expires: May 25 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 B: 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] OPEN HAND ATLANTA, INC.** on behalf of **Fulton County Government** has registered with and is participating in a federal work authorization program*,⁴ in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

91790

EEV/Basic Pilot Program* User Identification Number

CAROL D. RUTHERFORD / SOUTH FULTON SENIOR SERVICES, INC.

BY: Authorized Officer of Agent
(Insert Subcontractor Name)

EXECUTIVE DIRECTOR

Title of Authorized Officer or Agent of Subcontractor

CAROL D. RUTHERFORD

Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me,

This 27 day of February, 2023

Cathy L. Anderson

(Notary Public)

(Seal)



Commission Expires: 11-15-2024
(Date)

³ O.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].

Form C: OFFEROR'S DISCLOSURE FORM AND QUESTIONNAIRE

1. Please provide the names and business addresses of each of the Offeror's firm's officers and directors.

For the purposes of this form, the term "Offeror" means an entity that responds to a solicitation for a County contract by either submitting a proposal in response to a Request for Proposal or a Request for Qualification or a Bid in response to an Invitation to Bid. Describe accurately, fully and completely, their respective relationships with said Offeror, including their ownership interests and their anticipated role in the management and operations of said Offeror.

2. Please describe the general development of said Offeror's business during the past five (5) years, or such shorter period of time that said Offeror has been in business.
3. Please state whether any employee, agent or representative of said Offeror who is or will be directly involved in the subject project has or had within the last five (5) years: (i) directly or indirectly had a business relationship with Fulton County; (ii) directly or indirectly received revenues from Fulton County; or (iii) directly or indirectly receives revenues from the result of conducting business on Fulton County property or pursuant to any contract with Fulton County. Please describe in detail any such relationship.

Answers on following page.

Narrative answers for Form C Offeror's Disclosure Form and Questionnaire – Open Hand Atlanta

1. Please see Open Hand's Board of Directors listing (separate document). We respectfully request all correspondence to our Board officers and members be addressed through our Executive Director, Matthew Pieper, Open Hand Atlanta, 181 Armour Drive, N.E., Atlanta, Georgia 30324.
2. Open Hand Atlanta is in our 34th year of continuous service to the metropolitan Atlanta region, preparing and packing more than 34,000,000 nutritious, home-delivered meals since 1988. We have provided senior congregate meals and home-delivered meals for Fulton County Office of Aging since 2000; both congregate and home-delivered meals for Fayette County Senior Services since 2000, prior to their opening an onsite cafeteria and we continue to provide their home-delivered meals; for Clayton County since 2013, for Athens Community Council on Aging and Cherokee County since 2014, and for Oglethorpe County since 2015, plus Cobb, Madison, and Rockdale Counties added in recent years. Healthcare and social services providers, the Fulton County Ryan White Program, the City of Atlanta and U.S. Department of Housing and Urban Development Housing Opportunities for Persons With AIDS (HOPWA) program, both of Georgia's Medicaid Waiver programs, Community Care Services Providers (CCSP) and Service Options Using Resources in Community Environments (SOURCE), refer clients to Open Hand to receive home-delivered meals and nutrition services. As part of the Fulton County Senior Collaborative serving central Fulton seniors, we provide meal delivery services and recruit and manage volunteers who deliver meals to Fulton seniors. For the last several years we have also provided summer meals for children and youth through the U.S. Department of Agriculture's Summer Food Service Program in conjunction with Quality Care for Children. We've become the state chapter of the national, evidence-based Cooking Matters program. And our social enterprise, Good Measure Meals provides healthful delicious meals and nutrition guidance for the paying public, the benefits of which help fund nutrition services at no cost for our low-income medically-eligible clients whose health impairs their ability to provide/prepare meals for themselves.
3. Open Hand Atlanta is Fulton County's current contractor for the Comprehensive Nutrition Care services provided to Fulton seniors. Additionally, we are a contracted vendor for nutrition and Medical Nutrition Therapy services provided to eligible persons living with symptomatic HIV/AIDS through Ryan White Part A funding administered for the 20-county Eligible Metropolitan Area by the Fulton County Ryan White Program. We have contracted in the past with the (now former) Fulton County Department of Health and Wellness for Nutrition Education and Health Promotion Initiatives programming; have received previous grants through Fulton County Human Services and F.R.E.S.H. grants; and are currently a Fulton County Housing and Community Development Community Services Program contract project.

LITIGATION DISCLOSURE:

Failure to fully and truthfully disclose the information required, may result in the disqualification of your bid or proposal from consideration or termination of the Contract, once awarded.

1. Please state whether any of the following events have occurred in the last five (5) years with respect to said Offeror. If any answer is yes, explain fully the following:

- (a) whether a petition under the federal bankruptcy laws or state insolvency laws was filed by or against said Offeror, or a receiver fiscal agent or similar officer was appointed by a court for the business or property of said Offeror;

Circle One: YES

☒ NO

- (b) whether Offeror was subject of any order, judgment, or decree not subsequently reversed, suspended or vacated by any court of competent jurisdiction, permanently enjoining said Offeror from engaging in any type of business practice, or otherwise eliminating any type of business practice; and

Circle One: YES

☒ NO

- (c) whether said Offeror's business was the subject of any civil or criminal proceeding in which there was a final adjudication adverse to said or Offeror, which directly arose from activities conducted by the business unit or corporate division of said Offeror which submitted a bid or proposal for the subject project. If so please explain.

Circle One: YES

☒ NO

2. Have you or any member of your firm or team to be assigned to this engagement ever been indicted or convicted of a criminal offense within the last five (5) years?

Circle One: YES

☒ NO

3. Have you or any member of your firm or team been terminated (for cause or otherwise) from any work being performed for Fulton County or any other Federal, State or Local Government?

Circle One: YES

☒ NO

4. Have you or any member of your firm or team been involved in any claim or litigation adverse to Fulton County or any other federal, state or local government, or private entity during the last three (3) years?

Circle One:

YES

NO

5. Has any Offeror, member of Offeror's team, or officer of any of them (with respect to any matter involving the business practices or activities of his or her employer), been notified within the five (5) years preceding the date of this offer that any of them are the target of a criminal investigation, grand jury investigation, or civil enforcement proceeding?

Circle One:

YES

NO

If you have answered "YES" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, the name of the court and the file or reference number of the case, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your proposal.

NOTE: If any response to any question set forth in this questionnaire has been disclosed in any other document, a response may be made by attaching a copy of such disclosure. (For example, said Offeror's most recent filings with the Securities and Exchange Commission ("SEC") may be provided if they are responsive to certain items within the questionnaire.) However, for purposes of clarity, Offeror should correlate its responses with the exhibits by identifying the exhibit and its relevant text.

Disclosures must specifically address, completely respond and comply with all information requested and fully answer all questions requested by Fulton County. Such disclosure must be submitted at the time of the bid or proposal submission and included as a part of the bid/proposal submitted for this project. Disclosure is required for Offerors, joint venture partners and first-tier subcontractors.

Failure to provide required disclosure, submit officially signed and notarized documents or respond to any and all information requested/required by Fulton County can result in the bid/proposal declared as non-responsive. This document must be completed and included as a part of the bid/proposal package along with other required documents.

[SIGNATURES ON NEXT PAGE]

Under penalty of perjury, I declare that I have examined this questionnaire and all attachments hereto, if applicable, to the best of my knowledge and belief, and all statements contained hereto are true, correct, and complete.

On this 27 day of February, 2023

Open Hand Atlanta, Inc.
(Legal Name of Proponent) (Date)

Matthew Pope
(Signature of Authorized Representative) (Date)

Executive Director
(Title)

Sworn to and subscribed before me,

This 27 day of February, 2023

[Signature]
(Notary Public) (Seal)

Commission Expires May 25, 2025
(Date)



FORM D: GEORGIA PROFESSIONAL LICENSE CERTIFICATION

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

Contractor's Name: Open Hand Atlanta, Inc.

Performing work as: Prime Contractor ☒ Subcontractor/Sub-Consultant ☐

Professional License Type:

Professional License Number:

Expiration Date of License:

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

Signed:



Date:

2/27/23

(ATTACH COPY OF LICENSE)

EXHIBIT G

OFFICE OF CONTRACT COMPLIANCE FORMS

EXHIBIT A – PROMISE OF NON-DISCRIMINATION

"Know all persons by these presents, that I/We (Matthew Pieper),
Name

Executive Director
Title

Open Hand Atlanta, Inc.
Firm Name

Hereinafter "Company", in consideration of the privilege to bid on or obtain contracts funded, in whole or in part, by Fulton County, hereby consent, covenant and agree as follows:

- 1) No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin or gender in connection with any bid submitted to Fulton County for the performance of any resulting there from,
- 2) It is and shall be the policy of this Company to provide equal opportunity to all businesses seeking to contract with this Company without regard to the race, color, gender or national origin of the ownership of this business,
- 3) The promises of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption,
- 4) The promise of non-discrimination as made and set forth herein shall be made a part of, and incorporated by reference into, any contract or portion thereof which this Company may hereafter obtain,
- 5) The failure of this Company to satisfactorily discharge any of the promises of non-discrimination as made and set forth herein shall constitute a material breach of contract entitling the Board to declare the contract in default and to exercise any and all applicable rights and remedies, including but not limited to cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due and owing on a contract; and
- 6) The bidder shall provide such information as may be required by the Director of Purchasing & Contract Compliance pursuant to Section 102-436 of the Fulton County Non-Discrimination in Purchasing and Contracting Policy.

NAME: Matthew Pieper

TITLE: Executive Director

SIGNATURE: Matthew Pieper

EXHIBIT B1 - SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION

This form **must be** completed and **submitted with the bid/proposal**. All prime bidders/proposers **must** submit this form which lists all intended subcontractors/suppliers who will be utilized under the scope of work/services.

Prime Bidder/Proposer Company Name Open Hand Atlanta, Inc.
 ITB/RFP Name & Number: RFP 23RFP137278A - CJC Comprehensive Nutrition Services for Dept. of Senior Services

1. My firm, as Prime Bidder/Proposer on this scope of work/service(s) is NOT ☒ is ☐ a minority or female owned and controlled business enterprise. ☐ African American (AABE); ☐ Asian American (ABE); ☐ Hispanic American (HBE); ☐ Native American (NABE); ☐ White Female American (WFBE); ☐ Small Business (SBE); ☐ Service Disable Veteran (SDVBE) ☐ Disadvantage Business (DBE) ****If yes, Prime must submit a copy of recent certification.**
☐ Male or ☐ Female (Check the appropriate boxes).

Indicate below the portion of work, including, percentage of bid/proposal amount that your firm will carry out directly as the Prime Contractor:

\$ _____ Or 94.21 %

2. This information below must be completed and submitted with the bid/proposal if a **joint venture (JV)** approach is to be undertaken. Please provide JV breakdown information below and attach a copy of the executed Joint Venture Agreement.

JV Partner(s) information:

<u>Business Name</u>		<u>Business Name</u>	
(a.)		(b.)	
% of JV	N/A	% of JV	N/A
Ethnicity		Ethnicity	
Gender		Gender	
Certified (Y or N)		Certified (Y or N)	
Agency		Agency	
Date Certified		Date Certified	

3. Lists all Sub-Contractor/suppliers participating on the project. **(COMPLETE Exhibit B2 FORM)**

Total Dollar Value of Certified Subcontractors: (\$) 132,600

Total Percentage of Certified Subcontractors: (%) 5.79%

CERTIFICATION: The undersigned certifies that he/she has read, understands and agrees to be bound by the Bid/Proposer provisions, including the accompanying Exhibits and other terms and conditions regarding sub-contractor utilization. The undersigned further certifies that he/she is legally authorized by the Bidder/Proposer to make the statement and representation in this Exhibit and that said statements and representations are true and correct to the best of his/her knowledge and belief. The undersigned understands and agrees that if any of the statements and representations are made by the Bidder/Proposer knowing them to be false, or if there is a failure of the intentions, objectives and commitments set forth herein, then in any such event the Contractor's acts or failure to act, as the case may be, shall constitute a material breach of the contract, entitling the County to terminate the Contract for default. The right to so terminate shall be in addition to, and in lieu of, any other rights and remedies the County may have for other defaults under the contract.

By submitting this form, it is understood that every firm listed as a subcontractor has been properly notified and will participate.

Signature: Matthew Pieper Title: Executive Director

Business or Corporate Name: Open Hand Atlanta, Inc.

Address: 181 Armour Drive NE, Atlanta, GA 30324

Telephone: (404) 419-3309

Assistant

Number: (404) 419-1130

Email Address: ~~Matthew.Pieper@openhanda.com~~

mpieper@openhanda.org

[illegible]

EXHIBIT H

INSURANCE AND RISK MANAGEMENT FORMS

ACORDTM**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

10/13/2022

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh & McLennan Agency LLC 200 Brookstone Centre Pkwy Suite 118 Columbus, GA 31904	CONTACT NAME: Rebecca Hightower PHONE (A/C, No, Ext): 706-596-4660 FAX (A/C, No): E-MAIL ADDRESS: Rebecca.Hightower@MarshMMA.com														
INSURED Open Hand Atlanta, Inc. 181 Armour Drive NE Atlanta, GA 30324	<table border="1"> <thead> <tr> <th data-bbox="803 420 1429 451">INSURER(S) AFFORDING COVERAGE</th> <th data-bbox="1429 420 1576 451">NAIC #</th> </tr> </thead> <tbody> <tr> <td data-bbox="803 451 1429 483">INSURER A : GuideOne America Insurance Company</td> <td data-bbox="1429 451 1576 483">42331</td> </tr> <tr> <td data-bbox="803 483 1429 514">INSURER B : GuideOne Insurance Company</td> <td data-bbox="1429 483 1576 514">15032</td> </tr> <tr> <td data-bbox="803 514 1429 546">INSURER C : Redwood Fire and Casualty Insurance Com</td> <td data-bbox="1429 514 1576 546">11673</td> </tr> <tr> <td data-bbox="803 546 1429 577">INSURER D : Travelers Casualty and Surety Company</td> <td data-bbox="1429 546 1576 577">19038</td> </tr> <tr> <td data-bbox="803 577 1429 609">INSURER E :</td> <td data-bbox="1429 577 1576 609"></td> </tr> <tr> <td data-bbox="803 609 1429 638">INSURER F :</td> <td data-bbox="1429 609 1576 638"></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : GuideOne America Insurance Company	42331	INSURER B : GuideOne Insurance Company	15032	INSURER C : Redwood Fire and Casualty Insurance Com	11673	INSURER D : Travelers Casualty and Surety Company	19038	INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : GuideOne America Insurance Company	42331														
INSURER B : GuideOne Insurance Company	15032														
INSURER C : Redwood Fire and Casualty Insurance Com	11673														
INSURER D : Travelers Casualty and Surety Company	19038														
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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			010012130	09/30/2022	09/30/2023	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 \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			010012131	09/30/2022	09/30/2023	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$2500			010012132	09/30/2022	09/30/2023	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	OPWC310323	09/30/2022	09/30/2023	<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	Employee Theft			105497591	09/30/2022	09/30/2023	\$500,000
D	Cyber Liability			105497591	09/30/2022	09/30/2023	\$1,000,000

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

CERTIFICATE HOLDER**CANCELLATION**

For Information Purposes Only

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

PETER J. KRAUSE

ACORDTM**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

10/13/2022

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh & McLennan Agency LLC 200 Brookstone Centre Pkwy Suite 118 Columbus, GA 31904	CONTACT NAME: Rebecca Hightower PHONE (A/C, No, Ext): 706-596-4660 FAX (A/C, No): E-MAIL ADDRESS: Rebecca.Hightower@MarshMMA.com														
INSURED Open Hand Atlanta, Inc. 181 Armour Drive NE Atlanta, GA 30324	<table border="1"> <thead> <tr> <th data-bbox="803 430 1437 451">INSURER(S) AFFORDING COVERAGE</th> <th data-bbox="1437 430 1576 451">NAIC #</th> </tr> </thead> <tbody> <tr> <td data-bbox="803 451 1437 472">INSURER A : GuideOne America Insurance Company</td> <td data-bbox="1437 451 1576 472">42331</td> </tr> <tr> <td data-bbox="803 472 1437 493">INSURER B : GuideOne Insurance Company</td> <td data-bbox="1437 472 1576 493">15032</td> </tr> <tr> <td data-bbox="803 493 1437 514">INSURER C : Redwood Fire and Casualty Insurance Com</td> <td data-bbox="1437 493 1576 514">11673</td> </tr> <tr> <td data-bbox="803 514 1437 535">INSURER D : Travelers Casualty and Surety Company</td> <td data-bbox="1437 514 1576 535">19038</td> </tr> <tr> <td data-bbox="803 535 1437 556">INSURER E :</td> <td data-bbox="1437 535 1576 556"></td> </tr> <tr> <td data-bbox="803 556 1437 577">INSURER F :</td> <td data-bbox="1437 556 1576 577"></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : GuideOne America Insurance Company	42331	INSURER B : GuideOne Insurance Company	15032	INSURER C : Redwood Fire and Casualty Insurance Com	11673	INSURER D : Travelers Casualty and Surety Company	19038	INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : GuideOne America Insurance Company	42331														
INSURER B : GuideOne Insurance Company	15032														
INSURER C : Redwood Fire and Casualty Insurance Com	11673														
INSURER D : Travelers Casualty and Surety Company	19038														
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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			010012130	09/30/2022	09/30/2023	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 \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			010012131	09/30/2022	09/30/2023	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$2500			010012132	09/30/2022	09/30/2023	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y / <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	OPWC310323	09/30/2022	09/30/2023	<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	Employee Theft			105497591	09/30/2022	09/30/2023	\$500,000
D	Cyber Liability			105497591	09/30/2022	09/30/2023	\$1,000,000

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

CERTIFICATE HOLDER**CANCELLATION**

For Information Purposes Only

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

PETER J. KRAUSE

ACORDTM**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

10/13/2022

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh & McLennan Agency LLC 200 Brookstone Centre Pkwy Suite 118 Columbus, GA 31904	CONTACT NAME: Rebecca Hightower PHONE (A/C, No, Ext): 706-596-4660 FAX (A/C, No): E-MAIL ADDRESS: Rebecca.Hightower@MarshMMA.com														
INSURED Open Hand Atlanta, Inc. 181 Armour Drive NE Atlanta, GA 30324	<table border="1"> <thead> <tr> <th data-bbox="803 430 1437 451">INSURER(S) AFFORDING COVERAGE</th> <th data-bbox="1437 430 1576 451">NAIC #</th> </tr> </thead> <tbody> <tr> <td data-bbox="803 451 1437 472">INSURER A : GuideOne America Insurance Company</td> <td data-bbox="1437 451 1576 472">42331</td> </tr> <tr> <td data-bbox="803 472 1437 493">INSURER B : GuideOne Insurance Company</td> <td data-bbox="1437 472 1576 493">15032</td> </tr> <tr> <td data-bbox="803 493 1437 514">INSURER C : Redwood Fire and Casualty Insurance Com</td> <td data-bbox="1437 493 1576 514">11673</td> </tr> <tr> <td data-bbox="803 514 1437 535">INSURER D : Travelers Casualty and Surety Company</td> <td data-bbox="1437 514 1576 535">19038</td> </tr> <tr> <td data-bbox="803 535 1437 556">INSURER E :</td> <td data-bbox="1437 535 1576 556"></td> </tr> <tr> <td data-bbox="803 556 1437 577">INSURER F :</td> <td data-bbox="1437 556 1576 577"></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : GuideOne America Insurance Company	42331	INSURER B : GuideOne Insurance Company	15032	INSURER C : Redwood Fire and Casualty Insurance Com	11673	INSURER D : Travelers Casualty and Surety Company	19038	INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : GuideOne America Insurance Company	42331														
INSURER B : GuideOne Insurance Company	15032														
INSURER C : Redwood Fire and Casualty Insurance Com	11673														
INSURER D : Travelers Casualty and Surety Company	19038														
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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			010012130	09/30/2022	09/30/2023	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 \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			010012131	09/30/2022	09/30/2023	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$2500			010012132	09/30/2022	09/30/2023	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y / <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	OPWC310323	09/30/2022	09/30/2023	<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	Employee Theft			105497591	09/30/2022	09/30/2023	\$500,000
D	Cyber Liability			105497591	09/30/2022	09/30/2023	\$1,000,000

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

CERTIFICATE HOLDER**CANCELLATION**

For Information Purposes Only

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

PETER J. KRAUSE

ACORDTM**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

12/21/2022

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh & McLennan Agency LLC 200 Brookstone Centre Pkwy Suite 118 Columbus, GA 31904	CONTACT NAME: Rebecca Hightower PHONE (A/C, No, Ext): - FAX (A/C, No): E-MAIL ADDRESS: Rebecca.Hightower@MarshMMA.com														
INSURED Open Hand Atlanta, Inc. 181 Armour Drive NE Atlanta, GA 30324	<table border="1"> <thead> <tr> <th data-bbox="803 420 1429 451">INSURER(S) AFFORDING COVERAGE</th> <th data-bbox="1429 420 1576 451">NAIC #</th> </tr> </thead> <tbody> <tr> <td data-bbox="803 451 1429 483">INSURER A : GuideOne America Insurance Company</td> <td data-bbox="1429 451 1576 483">42331</td> </tr> <tr> <td data-bbox="803 483 1429 514">INSURER B : GuideOne Insurance Company</td> <td data-bbox="1429 483 1576 514">15032</td> </tr> <tr> <td data-bbox="803 514 1429 546">INSURER C : Redwood Fire and Casualty Insurance Com</td> <td data-bbox="1429 514 1576 546">11673</td> </tr> <tr> <td data-bbox="803 546 1429 577">INSURER D : Travelers Casualty and Surety Company</td> <td data-bbox="1429 546 1576 577">19038</td> </tr> <tr> <td data-bbox="803 577 1429 609">INSURER E :</td> <td data-bbox="1429 577 1576 609"></td> </tr> <tr> <td data-bbox="803 609 1429 638">INSURER F :</td> <td data-bbox="1429 609 1576 638"></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : GuideOne America Insurance Company	42331	INSURER B : GuideOne Insurance Company	15032	INSURER C : Redwood Fire and Casualty Insurance Com	11673	INSURER D : Travelers Casualty and Surety Company	19038	INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : GuideOne America Insurance Company	42331														
INSURER B : GuideOne Insurance Company	15032														
INSURER C : Redwood Fire and Casualty Insurance Com	11673														
INSURER D : Travelers Casualty and Surety Company	19038														
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 INSR	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 type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>		010012130	09/30/2022	09/30/2023	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 \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	<input checked="" type="checkbox"/>		010012131	09/30/2022	09/30/2023	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> RETENTION \$2500	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	010012132	09/30/2022	09/30/2023	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y / <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	OPWC310323	09/30/2022	09/30/2023	<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	Employee Theft			105497591	09/30/2022	09/30/2023	\$500,000
D	Cyber Liability			105497591	09/30/2022	09/30/2023	\$1,000,000

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

(CGL) Additional Insured- Non Profit and Human Services General Liability Endorsement per form GCG6510 07/14

(Auto) Additional Insured - Designated Insured for Covered Autos Liability Coverage per form CA2048 10/13

(UMB) Additional Insured - Commercial Liability Umbrella Coverage form per form CU0001 04/13

CERTIFICATE HOLDER**CANCELLATION**

Fulton County Government

130 Peachtree Street SW Suite
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

PETER J. KRAUSE