

**AUGUSTA, GEORGIA FINANCE DEPARTMENT  
ADMINISTRATIVE SERVICES AGREEMENT  
BETWEEN  
AUGUSTA, GEORGIA  
AND  
GEORGIA ADMINISTRATIVE SERVICES, INC.**

This Agreement made and entered into this \_\_\_\_ day of \_\_\_\_ 2024 (the “Effective Date”), by and between Augusta, Georgia, (hereinafter referred to as “Augusta”) a political subdivision of the State of Georgia, acting by and through the Augusta, Georgia Finance Department (“Risk”) whose address is 535 Telfair Street, Augusta, GA, and by the GEORGIA ADMINISTRATIVE SERVICES, INC., a Georgia Corporation (hereinafter “G.A.S.”), having its principal place of business located at 1775 Spectrum Drive, Suite 100, Lawrenceville, Georgia 30043-5754 (hereinafter referred to as “G.A.S.”).

**NOW, THEREFORE**, for and in consideration of the mutual promises and covenants contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, G.A.S. and Augusta, intending to be legally bound, do hereby covenant and agree as follows:

**ARTICLE I.**  
**SCOPE OF SERVICES TO BE PROVIDED**

**A.** G.A.S. will conduct those activities as indicated in RFP 25-123, Section III, “Goals and Deliverables of the Project,” and Section IV, “Scopes of Services”, which is incorporated herein by reference as if each and every section and subsection thereof is subsequently recited below, for worker’s compensation claims adjudication and management, including but not limited to:

- a. Claims administration services necessary for the day-to-day administration of a self-insured workers' compensation program;
- b. Assisting Augusta in its investigation and resolution of checks outstanding for more than six-months, in order to satisfy the requirements of the State of Georgia's Property Subject to Escheat laws;
  - i. Assisting in bank reconciliation of such lost fund;
- c. Timely filing of all claims with the appropriate agency;
- d. Timely payment of all expenses associated with the claims handling process;
- e. Handling any problems with treatment, including but not limited to addressing issues with doctor's offices;
- f. Processing all paperwork;
- g. Determination of claims;
- h. Doctor appointments;
- i. Pharmaceutical management;
- j. Return to work;
- k. Rehabilitation;
- l. Medical bills;
- m. G.A.S. will review and process, on behalf of Augusta, all Workers' Compensation claims and Occupational Disease claims reported to G.A.S. and shall exclude any activities which may be deemed the practice of law;
- n. On behalf of Augusta, G.A.S. will review all medical reports and bills concerning Workers' Compensation claims to determine eligibility for payment, considering both relationships to job-sustained injury, reasonableness of charges and necessity of treatment. Bill screening of medical services will be performed by a qualified

entity as determined by the Georgia State Board of Workers' Compensation.

Augusta shall pay for the cost of bill screening as an allocated expense;

- o. Using funds provided by Augusta process payments of all eligible Temporary total benefits, permanent partial benefits, and death benefits for Augusta- Richmond County employees and/or their dependents;
- p. Using funds provided by Augusta, process payments of all eligible medical bills on behalf of Augusta;
- q. Assist in determination of the extent and degree of permanent disability as defined by the applicable state's Workers' Compensation Act, utilizing, when desirable, physicians selected by Augusta for medical examinations;
- r. Maintain a claim file on each reported claim, which shall be the property of Augusta and be available at all times for inspection by personnel authorized by Augusta;
- s. Fiscal analysis report data will be transmitted on an as needed or requested basis;
- t. Excess Insurance: G.A.S. will seek annual quotes for Excess Workers' Compensation Insurance on behalf of Augusta using criteria provided by Augusta. Quotes will be presented to Augusta no less than 90 days from date of excess insurance policy renewal. G.A.S. shall be responsible for reporting all claims in a timely manner to Augusta's excess insurer. G.A.S. shall provide separate notice to Augusta and Augusta's excess insurers of all claims which meet loss thresholds for excess insurance coverage.

**B. Augusta shall:**

- a. Designate a liaison, also known as a Program Coordinator, to which the G.A.S. is entitled to rely upon regarding information, decisions made by Augusta, and as a

point of contact for routine communications. Such a liaison shall not be for formal written notices as described under this Agreement.

- b. Providing the first report of injury, job descriptions, wage statements, and communicating pay status.

## **ARTICLE II**

### **GENERAL CONDITIONS**

**A. Agreement Term** The term of this Agreement commences on the Effective Date hereof and terminates absolutely and without further obligation on the part of Augusta, Georgia each and every December 31<sup>st</sup>, unless terminated earlier in accordance with the termination provisions of the Agreement. The term of this agreement automatically renews on each January 1<sup>st</sup>, unless terminated in accordance with the termination provisions of the Agreement. The term of this agreement shall terminate absolutely, with no further renewals, thirty-six months from the Effective Date, with an option to extend the agreement with two additional one-year terms. Any extension is contingent upon funding and satisfactory delivery and performance, to be determined in Augusta, Georgia's sole discretion.

- a. The Notice to Proceed will be issued within ten (10) days of the approval of the Contract Agreement by Augusta. If there are reasons the Notice to Proceed cannot be issued within this period, the time may be extended by mutual agreement between Augusta and the successful Proposer. If the Notice to Proceed has not been issued within the ten (10) day period or within the period mutually agreed upon, Augusta may terminate the Contract Agreement without further liability on the part of either party.

**B.** The ownership of all data, drawings, charts, etc. which are prepared or produced under this contract shall be that of Augusta, Georgia.

C. In performance of the services, it is understood that Augusta and/or others may supply G.A.S. with certain information and/or data, and that G.A.S. will rely on such information. It is agreed that the accuracy of such information is not within G.A.S.' control and G.A.S. shall not be liable for its accuracy, nor for its verification, except to the extent that such verification is expressly a part of G.A.S.' Scope of Services.

D. **Independent G.A.S. Status.** It is understood and agreed that G.A.S. will provide the services under this Agreement on a professional basis as an independent contractor and that during the performance of the services under this Agreement, G.A.S.' employees will not be considered employees of Augusta within the meaning or the applications of any federal, state, or local laws or regulations including, but not limited to, laws or regulations covering unemployment insurance, old age benefits, worker's compensation, industrial accident, labor, or taxes of any kind. G.A.S.' employees shall not be entitled to benefits that may be afforded from time to time to Client employees, including without limitation, vacation, holidays, sick leave, worker's compensation, and unemployment insurance. Further, Augusta shall not be responsible for withholding or paying any taxes or social security on behalf of G.A.S.' employees. G.A.S. shall be fully responsible for any such withholding or paying of taxes or social security.

### **ARTICLE III** **CONSIDERATION/FEES**

A. Augusta shall pay to G.A.S. administrative services fees at the beginning of each contract period (2025, 2026, 2027), which includes professional fees and direct expenses incurred in performing the scope of services, outlined in "Fee Proposal Sheet" as attached to this contract. Arts Council shall have no responsibility with regards to any funds unless assigned such right in writing with the consent of all parties to this Agreement.

**B.** G.A.S. shall submit an invoice for twelve (12) months services at the beginning of the contract period, which shall be April 1 of the calendar year. Thereafter, invoices should be submitted on an annual basis as described in Section I, item 4 of the RFP. Applications shall be sent to the Management Point-of-Contact.

**C.** Upon application for payment as above, the Management Point-of-Contact will submit this Request for Payment to the Finance Department for such amount as is determined to be properly due, or state in writing the itemized and specific reasons for withholding a Request. After the Request for Payment has been submitted, the Finance Department shall pay to the successful Proposer, within thirty (30) days, the amount invoiced for services.

**D.** Adjustment in price in this Agreement shall be computed in one of the following ways:

a. By agreement on a fixed price adjustment before commence of the pertinent performance or as soon thereafter as practicable;

b. By unit prices specified in this Agreement or subsequently agreed upon;

c. By the costs attributable to the events or situations under such clause with adjustment of profit or fee, all as specified in this Agreement or subsequently agreed upon; and/or

d. In such other manner as the contracting parties may mutually agree upon.

**E.** No claim for additional or other compensation beyond the fees shall be allowable unless G.A.S. makes and continuously maintains written demand within thirty (30) days of the occurrence of any event which gives rise to such claim.

#### **ARTICLE IV**

#### **REPRESENTATIONS AND WARRANTIES OF G.A.S.**

**A.** G.A.S. represents and warrants to and covenants with Augusta to satisfy the following requirements:

- a. G.A.S. represents and warrants that it shall, for the full term of this Agreement, maintain an administrator's license with the Office of Commissioner of Insurance (the "Commissioner") and shall promptly report to Augusta any suspension, revocation, or termination thereof.
- b. G.A.S. represents and warrants that it shall, for the full term of this Agreement maintain a fidelity bond in accordance with the rules of the Commissioner and G.A.S. shall provide to the Client evidence of such as reasonably requested in writing by the Augusta.
- c. G.A.S. represents and warrants that it shall, for the full term of this Agreement, maintain errors and omissions coverage in an amount which is not less than that specified by the rules and regulations of the Commissioner, and G.A.S. shall, upon reasonable written request by Augusta, provide to the Augusta certification of insurance evidencing such coverage.
- d. G.A.S. represents and warrants that it shall, for the full term of this Agreement, maintain an office in the State of Georgia for the payment, processing, and adjustment of the claims of the Augusta's fund.
- e. G.A.S. represents and warrants that it shall, for the full term of this Agreement, make all required filings to the State Board of Worker's Compensation.
- f. G.A.S. represents and warrants that it shall insure that the administrative services provided herein are in compliance with state laws and regulations.

**B. Due Authorization and Binding Obligation.** This Agreement has been duly authorized, executed and delivered by G.A.S. and constitutes a legal, valid and binding

obligation of G.A.S., enforceable against G.A.S. in accordance with its terms, except to the extent its enforceability may be limited by (i) applicable bankruptcy, reorganization, moratorium or similar laws affecting enforcement of creditors' rights or remedies generally, (ii) general equitable principles concerning remedies, and (iii) limitations on the enforceability of rights to indemnification by federal or State laws or regulations or public policy.

**C. No Conflict.** To its knowledge, neither the execution nor delivery of this Agreement by G.A.S., nor the performance by G.A.S. of its obligations hereunder (i) conflicts with, violates or results in a material breach of any law or governmental regulation applicable to G.A.S., (ii) conflicts with, violates or results in a material breach of any term or condition of any order, judgment or decree, or any contract, agreement or instrument, to which G.A.S. is a party or by which G.A.S. or any of its properties or assets are bound, or constitutes a material default under any of the foregoing, or (iii) constitutes a default under or results in the creation of, any lien, charge, encumbrance or security interest upon any assets of G.A.S. under any agreement or instrument to which G.A.S. is a party or by which G.A.S. or its assets may be bound or affected.

**D. No Approvals Required.** No approval, authorization, order or consent of, or declaration, registration or filing with, any Governmental Authority is required for the valid execution and delivery of this Agreement by G.A.S. or the performance of its obligations hereunder, except such as have been duly obtained or made.

**E. Financial Condition.** There has been no material adverse change in the financial condition of G.A.S. that would impair the ability of G.A.S. to perform its obligations under this Agreement.

**F. No Collusion.** G.A.S.'s Proposal is genuine and not collusive or a sham. G.A.S. has not colluded, conspired, connived or agreed, directly or indirectly, with any other person, to



put in a sham proposal, or to refrain from proposing, and has not in any manner, directly or indirectly, sought, by agreement, collusion, communication or conference with any person, to fix the prices of G.A.S.'s proposal or the proposals of any other person or to secure any advantage against any person interested in this Agreement.

**G. Information Supplied By G.A.S..** The information supplied and representations and warranties made by G.A.S. and in all submittals made in response to the RFP, including G.A.S.'s Proposal, and in all post-proposal submittals with respect to G.A.S. (and, to its knowledge, all information supplied in such submittals with respect to any subsidiary or subcontractor) are true, correct and complete in all material respects. G.A.S.'s Proposal does not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein, or necessary in order to make the statements therein not misleading.

**H. Ethics: Gratuities and Kickbacks.** Neither G.A.S., any subsidiary, or any agent or other representative of G.A.S. has given or agreed to give, any employee or former employee of Augusta or any other person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a procurement requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any procurement requirement or an Agreement or subcontract, or to any solicitation or proposal for an Agreement or subcontract. Notwithstanding any other provision hereof, for the breach or violation of this representation and warranty and upon a finding after notice and hearing, Augusta may terminate this Agreement.

**I. Contingent Fees.** The G.A.S. 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 or bona fide established commercial or selling agencies maintained by G.A.S. for the purpose of securing business and that the G.A.S. has not received any non-Augusta fee related to this Agreement without the prior written consent of the Augusta. For breach or violation of this warranty, the Augusta shall have the right to annul this Agreement without liability or at its discretion to deduct from the Agreement Price of consideration the full amount of such commission, percentage, brokerage or contingent fee.

**J. Existence and Powers.** G.A.S. is a corporation duly organized and validly existing under the laws of Georgia and is duly qualified to do business in the State of Georgia, with full power, authority and legal right to enter into and perform its obligations under this Agreement.

**K.** Augusta's selection of the G.A.S. was made with specific reliance on the qualifications and experience of specific G.A.S. staff identified in the G.A.S.'s response to RFP 25-123, incorporated herein by reference. Unless substitutions are otherwise approved by Augusta or Planning, G.A.S. agrees to assign specific staff members to this Agreement substantially in keeping with the roles articulated in G.A.S.'s response.

**L. Standard of Performance.** G.A.S.' opinions, estimates, projections, and forecasts of current and future costs, revenues, other levels of any sort, and events and estimates of cost-justified system development fees shall be made on the basis of available information and G.A.S.' expertise and qualifications as a professional. G.A.S. will perform the Scope of services in conformance with the professional standards in its field of expertise prevailing at the time and place the Scope of services are performed. G.A.S. does not warrant or guarantee that its opinions, estimates, projections or forecasts of current and future levels and events will not vary from Augusta's estimates or forecasts or from actual outcomes. G.A.S. identifies

costs, allocates costs to customer classes and provides rate models. It does not establish rates, which is the legislative responsibility of the Augusta.

**M. Confidential Information.** G.A.S. acknowledges and agrees that in the course of the performance of the services pursuant to this Agreement, G.A.S. may be given access to, or come into possession of, confidential information from Augusta, of which information may contain privileged material or other confidential information. G.A.S. acknowledges and agrees, except as required by law, judicial or administrative order, trial, or other governmental proceeding, that it will not use, duplicate, or divulge to others any such information marked as "confidential" disclosed to G.A.S. by Augusta ("Confidential Information") without first obtaining written permission from Augusta. All tangible embodiments of such information shall be delivered to Augusta or the destination of such information by G.A.S. requested by Augusta. Augusta acknowledges G.A.S. has the right, subject to Georgia law, to maintain its own set of work papers which may contain Confidential Information. Notwithstanding anything else in this paragraph, G.A.S. acknowledges that Augusta, Georgia is an "agency" pursuant to O.C.G.A. § 50-18-70 et seq., and agrees and acknowledges that anything in this paragraph may be subject to Georgia Open Records Act law and rules. G.A.S. agrees to provide Augusta, Georgia with any public records subject to public inspection and copying and to assist Augusta, Georgia in complying with all relevant laws related to the Georgia Open Records Act related to RFP 25-123 and the services covered in this Agreement.

**N.** Parties expressly agree that the provisions of the Georgia State Board of Workers Compensation supersede the terms and conditions of this agreement.

**O.** Augusta grants to G.A.S, on its behalf, the necessary authority to execute action on any motions, appeals, or other documents which may be required to carry out the obligations of this agreement. G.A.S. shall use reasonable efforts, as defined by Augusta, to consult with Augusta. However, if G.A.S. is unable to do so, Augusta authorizes G.A.S. to use its own

discretion in determining the appropriate action on behalf of Augusta. Augusta agrees to hold G.A.S. harmless concerning any actions taken in such circumstances.

**P.** None of the various Augusta departments, agencies, or employees, individually or collectively, will be required to purchase any minimum or maximum amount during the life of this Agreement.

**Q.** Augusta may at any time, as the need arises, order changes within the scope of the services without invalidating the Contract Agreement. If such changes increase or decrease the amount due under the Contract Documents, or in the time required for performance of the services, an equitable adjustment shall be negotiated culminated by the issuance of a Contract Amendment. The Management Point of Contact also, may at any time, by issuing a Contract Amendment, make changes in the details of the services. G.A.S. shall proceed with the performance of any changes in the services so ordered by the Management Point of Contact unless G.A.S. believes that such order entitles him/her to a change in the fee or time or both, in which event s/he shall give the Management Point of Contact written notice thereof within fifteen (15) days after the receipt of the Contract Amendment, and G.A.S. shall not execute such amendments pending the receipt of an executed Notice to Proceed instruction from Augusta. Augusta may, when changes are minor or when changes would result in relatively small changes in the Fee or Contract Time, elect to postpone the issuance of a Contract Amendment until such time that a single amendment of substantial importance can be issued incorporating several changes. In such cases, Augusta shall indicate this intent in a written notice to G.A.S.

## **ARTICLE V**

### **INSURANCE & INDEMNIFICATION**

**A.** G.A.S. shall at all times during the term of this Contract, obtain and maintain continuously, at its own expense, and file with Augusta evidence of a policy or policies of insurance as enumerated below:

- a. A policy of Commercial General Liability Insurance, written on an insurance industry standard occurrence form for not less than \$1,000,000;
- b. A policy of Professional Liability, Errors and Omissions with limits not less than \$1,000,000;
- c. A policy of Workers Compensation Insurance. As respects Workers Compensation insurance in the State of Georgia, the G.A.S. shall secure its liability for industrial injury to the employees in accordance with the provisions of § 34-9-1 et seq, Official Code of Georgia Annotated. Such policy must provide the following minimum limit:
  - i. Worker's compensation – statutory coverage;
  - ii. Employer's liability - \$1,000,000.00.

**B.** Any deductible or self-insured retention must be disclosed and is subject to approval by Augusta. The cost of any claim payments falling within the deductible shall be the responsibility of the G.A.S.;

**C.** If any such policy is written on a "Claims Made" form, the retroactive date shall be prior to or coincident with the Effective Date of this Contract. The policy shall state the coverage is "Claims made" and state the retroactive date. Claims made from coverage shall be maintained by the G.A.S. for a minimum of two years following the expiration or earlier termination of this Contract and G.A.S. shall annually provide Augusta with proof of renewal. If renewal of the claims made form of coverage becomes unavailable, or economically prohibitive, G.A.S. shall purchase an extended reporting period ("tail")

or execute another form of guarantee acceptable to Augusta to assure financial responsibility for liability for services performed.

**D.** Such insurance, as provided above, shall be endorsed to include Augusta, its officers, elected officials, employees, agents, and volunteers as additional insured, and shall not be reduced or canceled without forty-five (45) days prior written notice to Augusta. In addition, G.A.S.'s insurance shall be primary as respects Augusta, and any other insurance maintained by Augusta shall be excess and not contributing insurance with the G.A.S.s insurance.

a. Certificates acceptable to Augusta will be attached to the signed contract documents when they are transmitted to Augusta for execution. These certificates will contain the statement that "Coverage afforded under the policies will not be canceled unless at least thirty (30) days prior to cancellation written notice has been given to Augusta, as evidenced by receipts of Registered or Certified mail."

**E.** Policy Rating: All policies shall be subject to approval by Augusta Finance Director as to company (must be rated A-VII or higher in the A.M. Best's Key Rating Guide and licensed to do business in the State of Georgia or issued as a surplus line by a Georgia Surplus lines broker), form and coverage, and primary to all other insurance.

**F.** Self-Insurance: Should G.A.S. be self-insured, under item (1), (2) (3) and (4) above, a letter from a Corporate Officer stipulating if actuarially funds and fund limits; plus, any excess declaration pages to meet the contract requirements. Further, this letter should advise how G.A.S. would protect and defend Augusta as Additional Insured in their Self-Insured layer and include claims handling directions in the event of a claim.

**G.** Subcontractors: G.A.S. shall include all subcontractors as insured under its policies or shall furnish separate evidence of insurance as stated above for each subcontractor. All

coverages for subcontractors shall be subject to all the requirements stated herein and applicable to their profession.

**H.** Failure of the G.A.S. to furnish and maintain said Insurance requirements shall be considered a material default of this Contract.

**I.** G.A.S. shall defend, indemnify and save harmless Augusta, its officers, employees and agents from any and every claim and risk, and from all losses, damages demands, suits, judgments and attorney fees, and other expenses of any kind (collectively “losses”) and account of injury to or death of any and all persons (including but not limited to G.A.S., its agents, employees, subcontractors and their successors and assigns as well as Augusta or Augusta’s agents and all third parties), and/or on account of all property damage of any kind, whether tangible or intangible, including loss of use resulting there from, in connection with or related to the work performed under this Contract, or in connection with or related to (in whole or employees or agents, upon or in proximity to the property of the County or any other property (upon which the Contractor is performing any work called for), except only those losses resulting solely from the negligence of Augusta. Nothing in this Agreement shall be considered a waiver of Augusta’s sovereign immunity.

## **ARTICLE VI**

### **TERMINATION**

**A. Termination of the Agreement for Default.** Failure of the G.A.S., which has not been remedies or waived, to perform or otherwise comply with a material condition of the Agreement shall constitute default. Augusta, Georgia may terminate this contract in part or in whole upon written notice to the G.A.S. pursuant to this term.

**B.** Augusta shall have the right to terminate this Agreement immediately upon or after any of the following:

1. **Assignment for Creditors:** The G.A.S. makes a general assignment for the benefit of creditors.

2. **Bankruptcy:** The G.A.S. files a petition for relief as a debtor under any Article or chapter of the Federal Bankruptcy Code, as amended from time to time.

3. **Receivership:** A receiver, trustee, or custodian is appointed for all or substantially all of the assets of the G.A.S. in any proceeding brought by or against the G.A.S., or the G.A.S. consents to or acquiesces in such appointment.

**E. Termination.** Either party may terminate this Agreement upon 180 days' prior written notice. Augusta may terminate this Agreement without cause upon 60 days' prior written notice. Written notice pursuant to this clause shall be certified or registered mail.

**F.** Furthermore, Augusta may terminate this Agreement at any time upon the giving of written notice as follows:

1. In the event that the G.A.S. fails to discharge any obligations or remedy any default or breach under this Agreement for a period continuing more than thirty (30) days after the providing written notice specifying such failure or default and that such failure or default continues to exist as of the date upon which such notice so terminating this Agreement is given; or

2. In the event that the G.A.S. makes an assignment for the benefit of creditors, or commences or has commenced against it any proceeding in bankruptcy, insolvency, or reorganization pursuant to bankruptcy laws or laws of debtor's moratorium; or

3. In the event that appropriate and otherwise unobligated funds are no longer available to satisfy the obligations of Parks and Recreation Department.

**G. Temporary Suspension or Delay of Performance of Contract.** To the extent that it does not alter the scope of this Agreement, Augusta Georgia may unilaterally order a



temporary stopping of the work, or delaying of the work to be performed by G.A.S. under this Agreement.

- H.** If G.A.S. is sold or bought out, Augusta reserves the right to review the new arrangement and terminate the contract with 30 days' written notice.
- I.** Subsequent to the termination of this agreement, G.A.S. will return all claims and claim-related records to Augusta upon final payment of all outstanding invoices. If Augusta requests that G.A.S. continue to manage open claims after the termination date, G.A.S. will bill Augusta an additional fee to be agreed to at the time of termination.

## **ARTICLE VII**

### **MISCELLANEOUS PROVISIONS**

**A.** G.A.S. will promptly observe and comply with applicable provisions of all published federal, state, and local laws, rules and regulations which govern or apply to the services rendered by G.A.S. herein, or to the wages paid by G.A.S. to its employees.

**B.** G.A.S. will procure and keep in force during the term of this Agreement all necessary licenses, registrations, certificates, permits, and other authorizations as are required herein.

**C.** All reports, documents, data bases, commercials, and other deliverable products produced by G.A.S. for sole purposes of Augusta under the terms of this Agreement will at all times be the exclusive property of Augusta.

**D. Governing Law.** This Agreement and any questions concerning its validity, construction or performance shall be governed by the laws of the State of Georgia, irrespective of the place of execution or the place or places of performance.

**E. Counterparts.** This Agreement may be executed in more than one counterpart, each of which shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

**F. Severability.** In the event that any part, provision or term of this Agreement shall, for any reason, be determined to be invalid, illegal, or unenforceable in any respect, the Parties shall negotiate in good faith and agree to such amendments, modifications, or supplements of or to this Agreement or such other appropriate actions as shall, to the maximum extent practicable in light of such determination, implement and give effect to the intentions of the Parties as reflected herein, and the other provisions of this Agreement shall, as so amended, modified, supplemented, or otherwise affected by such action, remain in full force and effect.

**G. No Third Party Beneficiary.** This Agreement is intended to be solely for the benefit of G.A.S. and Augusta and their respective successors and permitted assigns and is not intended to and shall not confer any rights or benefits on any Person not a signatory hereto. In no case shall the apprenticeship program constitute and employment and/or contractual relationship between Augusta, Georgia.

**H. Notices and Authorized Representatives.** All notices, consents, approvals or communications required or permitted hereunder shall be and may be relied upon when in writing and shall be (i) transmitted by registered or certified mail, postage prepaid, return receipt requested, with notice deemed to be given upon receipt, or (ii) delivered by hand or nationally recognized courier service, or (iii) sent by facsimile transmission with confirmed receipt thereof, with a hard copy thereof transmitted pursuant to (i) or (ii) above. All such notices, consents, approvals or communications shall be addressed as follows:

For Augusta:	Office of the Mayor
	535 Telfair Street
	Suite 200
	Augusta, Georgia 30901

Finance Department  
ATTN: Judy Blackstone  
535 Telfair St  
Augusta, GA 30901

With a Copy to:

General Counsel  
Augusta Law Department  
535 Telfair Street, Building 3000  
Augusta, GA 30901

For G.A.S.:

Georgia Administrative Services, Inc.  
ATTN: Amy Salmon  
1775 Spectrum Dr, Suite 100, Lawrencville GA 30043

**I. Nondiscrimination.** During the performance of services under this Agreement, G.A.S. agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, or national origin. G.A.S. will take affirmative action to ensure that applicants are employed, and employees are treated during employment, without regard to their race, color, religion, sex, age, or national origin. Such action will include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

**J. Compliance with laws:** The G.A.S. shall obtain and maintain all licenses, permits, liability insurance, workman's compensation insurance and comply with any and all other standards or regulations required by federal, state or City statute, ordinances and rules during the performance of any contract between the G.A.S. and Augusta. G.A.S. shall also provide, pay for, and maintain with companies, reasonably satisfactory to Augusta, the types of

insurance as set forth in the Augusta-Richmond County Code, and Georgia law as the same may be amended from time to time.

**K. Prompt Pay Act.** The terms of this Agreement supersede any and all provisions of the Georgia Prompt Pay Act.

**L. G.A.S. (G.A.S.)** acknowledges that this contract and any changes to it by amendment, modification, change order or other similar document may have required or may require the legislative authorization of the Board of Commissioners and approval of the Mayor. Under Georgia law, G.A.S. is deemed to possess knowledge concerning Augusta, Georgia's ability to assume contractual obligations and the consequences of G.A.S.'s provision of goods or services to Augusta, Georgia under an unauthorized contract, amendment, modification, change order or other similar document, including the possibility that the G.A.S. may be precluded from recovering payment for such unauthorized goods or services. Accordingly, G.A.S. agrees that if it provides goods or services to Augusta, Georgia under a contract that has not received proper legislative authorization or if the G.A.S. provides goods or services to Augusta, Georgia in excess of the any contractually authorized goods or services, as required by Augusta, Georgia's Charter and Code, Augusta, Georgia may withhold payment for any unauthorized goods or services provided by G.A.S.. G.A.S. assumes all risk of non-payment for the provision of any unauthorized goods or services to Augusta, Georgia, and it waives all claims to payment or to other remedies for the provision of any unauthorized goods or services to Augusta, Georgia, however characterized, including, without limitation, all remedies at law or equity." This acknowledgement shall be a mandatory provision in all Augusta, Georgia contracts for goods and services, except revenue producing contracts.

**M.** All contractors and subcontractors entering into contracts with Augusta, Georgia for the physical performance of services shall be required to execute an Affidavit verifying

its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with Augusta, Georgia has registered with and is participating in a federal work authorization program. All contractors and subcontractors must provide their E-Verify number and must be in compliance with the electronic verification of work authorized programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91 and shall continue to use the federal authorization program throughout the contract term. All contractors shall further agree that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to its contract with Augusta, Georgia the contractor will secure from such subcontractor(s) each subcontractor's E-Verify number as evidence of 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. All contractors shall further agree to maintain records of such compliance and provide a copy of each such verification to Augusta, Georgia at the time the subcontractor(s) is retained to perform such physical services.

N. Throughout the term of this contract, G.A.S. will comply with all applicable federal, state, or local laws related to equal employment opportunity and will not discriminate on the basis of race, color, religion (creed), gender, gender expression, age, national origin (ancestry), disability, marital status, sexual orientation, or military status, in any of its activities or operations. G.A.S. will comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).

**O. Inspection.** Augusta, Georgia may, at reasonable times, inspect the part of the plant, place of business, or work site of G.A.S. or any subcontractor of G.A.S. or subunit thereof which is pertinent to the performance of any contract awarded or to be awarded by Augusta, Georgia. G.A.S. agrees to maintain records of costs and services provided to document and fully support billings. All books, records and other documents relevant to this agreement shall be retained for a period of three years after the end of the fiscal year during which they were created. Augusta and their duly authorized representatives shall have access to the books, documents, papers, and records of G.A.S. which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts.

**P. Independent G.A.S..** The G.A.S. shall act at all times as an independent contractor, not as an agent of Augusta or Augusta Finance Department; and shall retain control over its employees, agents, servants and subcontractors.

**Q. Assignment and Subcontracting.** The G.A.S. shall not sell, convey, transfer, mortgage, subcontract, sublease or assign this Agreement or any part thereof, or any rights created thereby, without the prior written consent of Augusta. Any assignment or transfer of this Agreement or any rights of the G.A.S. hereunder, without the prior written consent of Augusta shall be invalid, and shall convey to Augusta the right to terminate this Agreement at its sole discretion.

**R. Choice of Law and Venue.** This Agreement shall be performable and enforceable in the Superior Court of Richmond County, Georgia, and shall be construed in accordance with the laws of the State of Georgia. G.A.S. by execution of this Agreement specifically consents to jurisdiction and venue in the Superior Court of Richmond County and waives any right to contest same.

**S. Invalid Provisions:** If any covenant, condition or provision contained in this Agreement is held to be invalid by any Court of competent jurisdiction, the invalidity of any

such covenant, condition or provision shall in no way affect any other covenants, conditions or provisions contained in this Agreement; provided, that the validity of such covenant, condition or provision does not materially prejudice either Augusta or G.A.S. in its respective rights and obligations contained in the valid covenants, conditions or provisions of this Agreement.

**T. Waivers.** Failure by Augusta to insist upon the strict performance by the G.A.S. of any of the terms herein contained shall not constitute a waiver of Augusta's right to thereafter enforce any such term, but the same shall continue in full force and effect. The exercise of any right to terminate arising under this Agreement shall not operate to deprive Augusta of any coexisting right to seek damages or other remedies arising from the default of the G.A.S..

**U. Entire Agreement.** This Agreement constitutes the entire agreement between the parties and will supersede and replace all prior agreements or understandings, written or oral, in relation to the matters set forth herein. Notwithstanding the foregoing, however, G.A.S. hereby affirms the completeness and accuracy of all of the information provided by it in its proposal to Augusta in pursuit of this Agreement. Should there be a conflict between any provision in this Agreement and G.A.S.'s response to RFP 25-123 (Exhibit "A"), the G.A.S.'s response to RFP 25-123 shall take precedence over this Agreement.

**[SIGNATURES ON THE FOLLOWING PAGE]**



IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Georgia Administrative Services

Augusta, Georgia

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: GARNETT L. JOHNSON

Title: \_\_\_\_\_

Title: Mayor

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Timothy Schroer

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Attest: \_\_\_\_\_

Lena J. Bonner, Clerk of Commission

**APPENDIX A**  
**RFP 25-123 and GAS' RESPONSE TO RFP 25-123, FEE PROPOSAL SHEET, NURSE**  
**TRIAGE ESCALATION CRITERIA, EMAIL OF 2/24/25**

DRAFT