

CONTRACT DOCUMENTS

FOR

REQUEST FOR PROPOSAL 25RFP020325C-MH

2025 COMMUNITY SERVICES PROGRAM

FOR

DEPARTMENT OF COMMUNITY DEVELOPMENT

OF

FULTON COUNTY, GEORGIA

CONTRACT AGREEMENT

THIS AGREEMENT ("Agreement"), entered into this **1st day of January 2025**, by and between **FULTON COUNTY**, Georgia (hereinafter referred to as "Fulton County" or "County"), a political subdivision of the State of Georgia, acting by and through its Community Development Department's Youth and Community Services Division ("YCS"), and **Clubhouse Atlanta** (hereinafter referred to as "Contractor"), a corporation organized as a nonprofit, tax exempt 501(c) (3) agency, authorized to conduct business within the state of Georgia (hereinafter collectively referred to as the "Parties").

WITNESSETH

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

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

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

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

The Agreement was approved by the Fulton County Board of Commissioners on May 21, 2025, BOC#25-0398.

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

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ARTICLE I - PARTIES AND TERM:

(a) Fulton County, through its YCS, retains Contractor, and Contractor accepts retention by Fulton

County to render the services as hereinafter defined and required; to perform such services in a manner

and to the extent required by the parties herein; and as may be hereafter amended or extended in writing

by mutual agreement of the parties.

The Chairperson of the Board of Directors for the Contractor or authorized representative

(hereinafter "Board Chair") represents that she/he is authorized to bind and enter into contracts on behalf

of Contractor, including this Agreement.

(c) Nothing contained in this Agreement shall be constructed to be a waiver of Fulton County's

sovereign immunity or any individual's official or qualified good faith immunity.

This Agreement will remain in effect from 01/01/2025, until midnight 12/31/2025.

(e) Fulton County shall have the right to suspend immediately Contractor's performance hereunder

on an emergency basis under this Agreement whenever necessary, in the sole opinion of Fulton County, to

avert a life threatening situation or other sufficiently serious deficiency.

ARTICLE II - SCOPE OF CONTRACTOR'S DUTIES:

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

SCOPE OF WORK:

Community Services Program (CSP)

CSP Service Category: Disabilities

CSP Funding Priority(ies):

Children and Youth: Not Applicable

Disabilities: 0.0

Economic Stability: 2. Training Job Development Employment which leads to self sufficiency Ex

offender support services...

Health and Wellness: Not Applicable

Homelessness: Not Applicable

Senior Services: Not Applicable

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Clubhouse Atlanta, Clubhouse Atlanta's Recovery Through Work Program will provide services at the following locations at specified times during the contract period of 01/01/2025 through 12/31/2025:

Start and end date of programming for which CSP funds will be used:

Start date: 01/01/2025

End date: 12/31/2025

Service Delivery Site(s):

Name of Program Site	Program Location (complete physical address)	Program City	Program State	Program Zip code	Fulton County District of the program (Facility) location	District(s) of Fulton County Residents Served by the program (facility) location
Clubhouse Atlanta	4536 Barclay Dr.	Dunwoody	GA	30338	NA	1,2,3,4,5,6

Approach and Design:

Clubhouse Atlanta, Clubhouse Atlanta's Recovery Through Work Program will provide services to 33 clients that reside in Fulton County, with CSP funding.

Clubhouse Atlanta, Clubhouse Atlanta's Recovery Through Work Program will provide the following activities and services in Fulton County with CSP funding:

1. Identifies specific activities and services that will be provided to support one or more CSP funding priorities.

Disability Funding Priority:

Programs that promote vocational and Career Readiness skills (adults with disabilities); programs that support teaching work skills, interpersonal communication, customer relations skills, and opportunities which could lead to greater self-sufficiency. Job readiness/training and job opportunities for persons with disabilities, particularly youth finishing high school.

Economic Stability/Poverty Funding Priorities:

Career Exploration and re-engagement with educational systems by opportunity youth. Access to and support for educational resources (GED testing, college / vocational school scholarships and partnerships).

Clubhouse Atlanta provides its members help finding and maintaining employment. Our Recovery Through Work program (RTW), which includes our Work-Ordered-Day, is where staff and Members work side by side to run the day-to-day operations of the program while at the same time receiving job training that helps them learn valuable, transferable skills that they need to be successful in reaching their goals. RTW assists members in creating resumes, practicing for interviews, determining their desired industry, ensuring they have all the proper documentation and clothing for employment and with the help of staff will find, apply and work to maintain employment.

People with mental illness face inequality and challenges as they seek to obtain and maintain employment and fully integrate with society. Return to paid employment is a gateway to recovery. For members needing more support, we have a Transitional Employment Program (TEP). TEP allows an individual to work their way up from part-time entry level jobs to permanent, full-time positions. CA's TEP helps fight the challenges and stigma a person with mental illness finds in obtaining and securing employment because a CA staff member trains side-by-side with them for the position, and then provides absence coverage and manages any problems that arise so that the employer has very little risk. TEP placements are the needs of the membership and are managed by members and staff. These positions are often entry to mid-level, 3 to 9 months in length, and paid the prevailing wage. Our TEP helps members "practice" work, while getting paid and learning real life marketable skills. As part of TEP, members work on resumes, cover-letters, interview preparation, and benefit management to help prepare them for independent employment. CA supports members by teaching job etiquette and helping them obtain job appropriate clothing, if needed. An added benefit is that with TEP, when members return to work it helps them move towards being self-sufficient because they are earning a wage. It also allows them to become taxpayers rather than a "tax burden" since it also reduces the cost of federal benefits they receive. For the small percentage of members with children, it lifts these children to new potential as well.

When members return to work or school it helps them move towards self-sufficiency. They earn a wage, become taxpayers rather than a "tax burden" (it reduces the cost of federal benefits). CA helps prevent homelessness and hunger, and often entry/reentry into the criminal justice system.

RTW also helps members with their education goals (GED, certificate, college degrees). Clubhouse Atlanta also offers Supported Education (SE). Evidence shows that the onset of a mental illness typically occurs during the transition years from high school to college, so having a strong supported education program is a priority. Our SE program includes assisting members in accessing adult education opportunities (GED, college, graduate school, trade, etc. CA builds relationships with local educational institutions to ensure that members are set up for success. We help members determine their educational path including visiting programs, assisting with applications, and obtaining financial aid. Once enrolled, we connect them with school disability counselors and provide continued support by teaching study techniques, stress reduction methods and in-house tutoring, often taught by other members.

2. Identifies how the activities and services will be accomplished. (3 points)

Recruitment of employers to participate in the TEP is the responsibility of staff, members, and board of directors. Our goal is to have as many potential employers as possible. We host a weekly Job Unit meeting where members discuss the types of positions that would be best for the membership, often restaurants, retail, or offices. Once an employer is confirmed, a CA Social Service Practitioner (staff member) and member will train for the position. The job position belongs to "Clubhouse Atlanta" versus a specific member, so employers trust that we will place the members appropriately. If there are any struggles during the placement, or the member is unable to work his/her shift, Clubhouse staff will take their place ensuring steady job coverage. Often, TEP evolves to permanent work for members.

Next, we recruit employers through a four-step process:

- 1. Research local area employers that tend to have high turnovers or use an employment or staffing agency to fill vacate positions within the employment types determined in the Employment Unit.
- 2. Outreach via phone to determine if they have open positions and would consider using Clubhouse Atlanta members to fill those positions.
- 3. Visit the employer in person to confirm placement.
- 4. Follow-up via email to confirm details.

Once an employer is confirmed, a Clubhouse Atlanta Program Specialist (staff member) and Clubhouse Atlanta member will train for the position. The job position belongs to "Clubhouse Atlanta" versus a specific member, so employers trust that we will place the members appropriately. Clubhouse Atlanta supports TEP throughout the entire process. We begin by helping members prepare resumes and cover letters and practice interviewing. We also teach job etiquette and help them obtain clothing that is job appropriate, if needed. Like TEP, CA also provides Supported Education for our members. Members are encouraged to further their education, if desired, whether it is to receive a GED, an undergraduate or graduate degree, or a trade program.

To do so, Clubhouse Atlanta:

- 1. Connects with local area schools, especially their Disability Office, to determine program availability and services offered
- 2. Works with Members to achieve financial aid, if needed
- 3. Teaches skills needed for educational success including how to study, time management and stress management
- 4. Offers in-house classes or tutoring, including basic computer skills and GED prep
- 5. Offers a support group and/or study session for students

Other activities include:

Host weekly Job Unit meetings to determine employment needs of Members, as well as help with resumes, cover letters and interviewing

Host monthly Education Unit meetings to determine education needs of Members, as well as help with skills needed for educational success

Create a database of 50 potential employers and educators by end of 2023, with 10% increases year over year. Goal of 2 contacts per week

Secure employment position for members, per goals above

Refer members to behavioral health services

Refer members to community based services for people with disabilities

Regularly monitor earned wages of members engaged in the TEP to ensure their earned income does not exceed the maximum allowed if they are currently receiving SSI or SSD benefits

Provide support, as needed, (i.e., study groups, skills training, etc.)

Purchase a used 12-person van to provide transportation to those without it and to provide group employment opportunities to members

3. Proposal addresses three Fulton County "Health and Human Services" Key Performance Indicator(s) (ref. pages 3-4 of CSP manual)

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

Number of people who receive behavioral health services

Support the vulnerable residents in our social services

Number of residents who have access to home based and community based services for seniors and people with disabilities Clubhouse Atlanta is a holistic program that not only assists with job or education goals, we also assists members with finding housing and accessing individual services and support. We anticipate all 22 Fulton County residents will receive these important KPIs.

4. Proposal addresses three CSP funding priorities as identified by the primary service category selected. Clubhouse Atlanta's Recovery Through Work Program address:

Disabilities Funding Priorities:

3. Programs that promote educational (youth with disabilities) and/or vocational and Career Readiness skills (adults with disabilities); programs that support teaching work skills, interpersonal communication, customer relations skills, and opportunities which could lead to greater self-sufficiency. Job readiness/training and job opportunities for persons with disabilities, particularly youth finishing high school. Educating/training persons without disabilities how to interact/work with persons with disabilities, in the workplace and in the community. Education and access to health information for Persons with Disabilities (with specific emphasis on health topics like: COVID-19 safety, testing, and vaccines)

Economic Stability/Poverty Funding Priorities:

- 3. Career Exploration and re-engagement with educational systems by opportunity youth. Access to and support for educational resources (GED testing, college / vocational school scholarships and partnerships).
- 4. Access to digital literacy / training for middle skill jobs including "earn and learn" models which allow job seekers to meet basic needs while training to enter living wage jobs.

See Q1 above for details. We have a goal of 33 Fulton County based members receiving these services.

- 5. Provides more than seven instances of community collaborative relationships to assist organization in addressing the need. Clubhouse Atlanta works closely with organizations we collaborate with to find employment opportunities, as well as additional members, to participate in RTW. Since inception, we have had a close collaboration with:
- 1. NAMI (National Alliance for Mental Health) Georgia (referrals)
- 2. NAMI Northside (referrals)
- 3. Grady Hospital Act team (referrals)
- 4. Dunwoody Rotary Club (program support, referrals)
- 5. Dunwoody Chamber of Commerce-Employer connection
- 6. Summit Counseling (referrals)
- 7. Georga Restaurant Association (Employer connection/training)
- 8. Dunwoody Adult Day (program support)

Designation of CSP Funds:

Based on the awarded amount of \$30,000.00, the CSP funds are designated according to the following cost categories: Administrative, Operational, and Direct Services.

Administrative Expenditures CSP funds that are spent on indirect personnel expenses such as salaries, salary fringe, and benefits for executive / management, accountant, administrative support, etc. Includes direct and indirect charges for administration of the grant (Note: Not more than 5% of total grant award can be used for administrative costs.)

Operational Expenditures- CSP funds used to conduct agency/ organizational functions that are secondary to program service delivery such as: auditor, grant writer, consultants, insurance office/ warehouse lease or mortgage expenses, office supplies (pens, toner, paper, etc.), agency's utility expenses, staff transportation expenses, marketing/catalogs, etc. Not to include indirect or direct personnel

expenses. (Note: Not more than 25% of total grant award can be used for operational expenditures.)

Direct Service Expenditures- CSP funds utilized to provide services directly to agency/program participants such as payments made on behalf of participants for rent, utilities, food, shelter, transportation (rentals, gas, and parking, bus drivers, participant's public transportation costs, etc.), scholarships and day care vouchers, salaries and fringe benefits for direct service personnel (Case Managers, Educators, Subcontractors, etc.), program supplies (educational/instructional materials, paper, pencils, markers, etc.) directly consumed by participants. Program materials that may be pertinent to the scope of services of a funded program and that aid in contractor meeting contracted program outcomes are included in this definition (i.e. children's story books, educational games, puzzles, and flash cards).

Throughout the contract period, program expenditures will be monitored (via performance reports) to ensure that funding is utilized as contracted.

Cost Category	Designation of CSP Funding Award
Administrative (5% Admin max of total funds awarded.)	\$1,500.00
Operational (25% Operational max of total funds awarded.)	\$7,500.00
Direct Services	\$21,000.00
Total	\$30,000.00

Explanation of Funding Details:

Clubhouse Atlanta has a well thought-out and thorough fiscal plan that is developed by a committee consisting of the Executive Director, Board Treasurer Rob Taylor who is a Partner with Bennett Thrasher, Board Vice President Lindsey Mullin and other representatives from the community.

Our current fiscal year calls for a budget of approximately \$360,000. Our current funding breaks down into two main categories. Approximately, 50% of our funding comes from foundation grants, 25% from government grants and the reamining 25% comes from our nearly 200 individual donors and special events.

Clubhouse Atlanta Organizational Budget -- January 1 through December 31, 2023 Income

Psychosocial Rehab (Medicaid) \$1,000.00 Dept of Vocational Rehab \$1,000.00 State/County/City \$125,000.00

Foundations \$233,000.00

Individual Donations \$130,000.00

Fundraising Events \$15,000.00

Culinary Unit \$3,000.00

Interest \$12,000

Total Income \$520,000.00

Expenses

Advertising & Marketing \$27,600.00

Dues & Subscriptions \$6415.00

Bank Chaarges: \$300

Food \$10,000

Grant Writer: \$35,000 Insurance \$4000.00

Member Social Programs: \$2000

Hardware/softwar: \$16,000 Office Expense \$4000.00

Payroll \$290,766

Consultant \$25,000

Postage and Delivery \$1000.00

Rent \$30,000.00

Staff Expenses (recruiting, travel and training): \$16,140

Taxes & Licenses \$60.00

TMisc: \$2000

Total Expenses \$492,881

Net Profit \$27,119

In-order to run our Recovery Through Work Program at full capacity, we will need approximately \$288,000 in total funding. This includes salaries and fringe benefits for 5 staff by the end of 2025.

Clubhouse Atlanta, Inc.

Recovery Through Work Budget

January - December 2025

Program Expenses

Advertising & Marketing \$8,175.00

Equipment \$3,000.00

Insurance \$3,150.00

Office Expense \$800.00

Payroll \$206,572.75

Postage and Delivery \$760.00

Professional Fees \$7,000.00

Rent \$22,800.00

Supplies \$17,550.00

Taxes & Licenses \$54.00

Technology \$4,560.00

Telephone \$2,833.00

Travel \$3,000.00

Vehicle \$8,100.00

Total Recovery Through Work Program Expenses \$288,354.75

Clubhouse Atlanta will use funds received from CSP as follows:

Fulton County Portion of Recovery through Work Budget

Expenses

Administrative: \$1,500 – executive director, grant execution

Operational: \$7,500 - space and utilities and insurance

Direct Services: \$21,000 - programming services to the 15 current Fulton County Residents, Work Ordered Day programming, focus on employment, re-employment, skill building - soft and hard skills, and job retention activities, porgram materials

Program Performance Measures:

Clubhouse Atlanta agrees to track and report program performance to the Fulton County **Department of Community Development.**

County Defined Performance Measure(s):

Children and Youth: Not Applicable

Disabilities: 3. Number of Persons with Disabilities who can focus on overall wellness...,5. Number of persons without disabilities educated/trained to interact/work with Persons with Disabilities in workplace...

Economic Stability: Not Applicable

Health and Wellness: Not Applicable

Homelessness: Not Applicable

Senior Services: Not Applicable

The following program measures/ Key Performance Indicators ("KPI's") will be utilized to track and report program outcomes for the Fulton County residents supported with CSP funding, during the funding period 01/01/2025 through 12/31/2025:

1. Provides a clear explanation of the methods to be used and the specific goals to be obtained. (3 points)

Disabilities:

- *Goals are for Fulton County residents (40% of overall program), not full program
- Number of Persons with Disabilities who are self-sufficient or able to live independently because they can achieve necessary training or education to be employed or be able to achieve comparable salaries as those without disabilities

Goal: 4 or more

- * Most Clubhouse Atlanta members need to keep their disability benefits so are unable to work full time. However, Clubhouse Atlanta jobs are paid the prevailing rate and if the member was able to work full time, it would allow them self-sufficiency. Our focus is on receiving comparable salaries.
- Number of Persons with Disabilities who can focus on overall wellness, including better management of their disability Goal: 10 or more
- Number of community partnerships established that train and hire person with disabilities for gainful employment (Goal: 3 or more);

Number of persons referred to programs who offer job training/readiness and/or vocational opportunities

Goal: 4 or more

Clubhouse Atlanta's Recovery Through Work program has an overall goal of having 75 active members (33 or more from Fulton County) receiving services to assist them with their overall wellness, with a daily attendance of 15 (5 or more from Fulton County). Our employment goal is 3 placements with members (from Fulton County) receiving comparable salaries as those without disabilities, and our education goal is 5 placements (2 from Fulton County). 40% of members are from Fulton County and will be served with CSP funding.

To achieve this, we will:

- Provide career assessment tools to determine employment needs of members, as well as help with resumes, cover letters and interviewing
- Host monthly Employment/Education brunches to celebrate members achievements, discuss topics related to employment and/or education from guest professionals, and determine education needs of members, as well as help with skills needed for educational success
- Create database of community partnerships and potential employers for gainful employment
- Help secure employment position or education program acceptance for members
- Provide support, as needed, i.e., study groups, skills training, wellness, etc.
- Track results including number of meetings held, resumes created, jobs or schools applied to, community outreach, positions secured, number of weeks of employment, as well as qualitative data such as feelings of self-improvement and overall happiness
- -Provide member access to potential behavioral health services as needed
- -Provide member access to community based services for people with disabilities

- 2. Provides a clear description of the major milestones to be achieved with and includes supporting schedule. (3 points) Recovery Through Work is an ongoing program. Clubhouse Atlanta will track and measure the following with (goals). We will analyze progress quarterly and make changes as needed to work towards achieving the set goals.
- # of Employment/education unit meetings held
- # of community partners and potential employers in database
- # of resumes created
- # of jobs applied for
- # schools applied for
- # job positions secured
- # education acceptances secured
- # weeks of employment
- # of times support is provided, i.e., study groups, skills training, etc.
- % people employed for more than 20 weeks
- % increase in overall happiness, members quizzed at start of job or education and 8 weeks after start of job or 2 weeks after course completion- estimated 90%
- % increase in self-improvement, members quizzed at start of job or education and 8 weeks after start of job or 2 weeks after course completion- estimated 90%
- -# of people who will receive behavioral health services (10)
- -# of residents who will have access to community based services for people with disabilities (10)
- 3. Identifies the specific data collection tool(s)/ source(s) used to report progress on performance measures. (3 points)

 Clubhouse Atlanta uses a case management system that allows us to track various types of data. The program, called Flourish, was designed for Clubhouses, by a Clubhouse program in Texas. The system is fully customizable and allows us to track many types of data such as basic demographics, education, employment, hospitalizations, incarceration, financial and more. Data is collected and entered into the database, double checked for accuracy and then the physical forms are placed in a historical binder. Data is then reviewed monthly and placed into a quarterly report that is reviewed by the Executive Director and Board of Directors.
- 4. Vendor selects three County defined performance measures to report on during the contract period, as identified by the primary service category selected. (3 points)
- Number of Persons with Disabilities who are self-sufficient or able to live independently because they can achieve the necessary training or education to be employed or, be able to achieve comparable salaries as those without disabilities Goal: 4
- Number of Persons with Disabilities who can focus on overall wellness, including better management of their disability Goal: 4 or more
- Number of community partnerships established that train and hire persons with disabilities for gainful employment, Goal: 3 or more; Number of persons referred to programs who offer job training/readiness and/or vocational opportunities, Goal: 4

Agency Defined Performance Measure(s):

Clubhouse Atlanta will specifically track the following with (goals):

Number of referred members including referrals from other agencies, self-referrals, and government referrals (20)

Number of communities engagement presentations (8)

Number of individuals enrolled into RTW, TEP and Supported Education (20)

Number of placements lasting 3 months (50%)

Number of placements lasting 6 months (35%)

Wages - track to ensure they are equal or better to employees without disabilities (95%)*

Number of individuals completing educational programs (1)

Each of the above measures will be reviewed on a regular basis for effectiveness and efficiency. We will conduct member, employer, and instructor surveys bi-annually to ensure that our programming is meeting the needs of all involved. The surveys will then be reviewed by a steering committee made up of staff, members, board members, community partners and funders with the purpose of determining what, if any, changes must be made.

* Most Clubhouse Atlanta members need to keep their disability benefits so are unable to work full time. However, Clubhouse Atlanta jobs are paid the prevailing rate and if the member was able to work full time, it would allow them self-sufficiency. Our focus is on receiving comparable salaries.

ADDITIONAL REQUIREMENTS

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

- 1. Contractor agrees to develop, in conjunction with Fulton County, a process of accepting and serving Fulton County residents referred by the Youth and Community Services Division of Fulton County Government.
- 2. As consideration for the County providing funding and the non-profit entity accepting same, the non-profit entity shall, upon the County's request, participate in County-sponsored events and activities on County property, when feasible. The non-profit agency shall use its best efforts to comply with the County's request provided that it is given at least one week's notice to do so. Failure to participate will be taken into consideration for future funding requested by the non-profit entity.
- 3. Contractor agrees to allow staff from the Fulton County Department of Community Development to conduct contract compliance site visits as necessary (announced or unannounced).
- 4. During the site visit, Contractor will be required to allow staff to monitor programming, as well as review client rosters / sign-in sheets and/ or Registration information that should include complete addresses of Fulton County residents served by this funding.
- 5. Contractor agrees to comply with the Operational Specifications outlined in 2025 Community Services Program 25RFP020325C-MH.
- 6. Contractor agrees that advertising, promotions and other publicity in connection with the supported program(s) shall include the following acknowledgment: "Funding provided in part by the Fulton

County Board of Commissioners under the guidance of the Department of Community Development."

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

Reporting

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

- 7. Contractor will be required to submit completed performance reports (with deadlines of (July 18, 2025, and January 16, 2026) to adhere to the requirements outlined in the Performance Report Instructions, as well as the format provided by the Fulton County Department of Community Development. Future funding will be affected if performance reports are not submitted by stipulated due dates.
- 8. Contractor will be required to provide demographic information concerning the Fulton County residents served, including, but not limited to age, race/ethnicity and gender.
- 9. Contractor will be required to report the number of UNDUPLICATED/NEW participants directly served through the Community Services Program funding. **Please note:** Failure to serve the total number of participants contracted to be served with CSP funding may result in reimbursement of CSP funding to Fulton County. Failure to reimburse the funding requested will result in the ineligibility to receive future funding.
- 10. Contractor will be required to submit unduplicated client rosters in a spreadsheet format that includes the complete residential addresses of the Fulton County residents served with CSP funding, and LEDGERS demonstrating how Community Services Program funds were expended for the specified reporting period.

Expenditure of Funds

- 11. Contractor is prohibited from utilizing CSP funds for capital expenditures. (A "capital expenditure" is defined as: any resource not completely consumed during the contract year, i.e. computers, printers, construction, vehicles, cell phones, etc.) Program materials that may be pertinent to the scope of services of a funded program and that aid in contractor meeting contracted program outcomes are excluded from the definition of "capital expenditure" (e.g., children's story books, educational materials, games, puzzles, and flash cards).
- 12. Community Services Program funds must be expended by December 31st of the contract year. All

funds that are not spent by this date must be reimbursed to Fulton County Government within 30 days of written request. A Contractor's failure to adhere to this requirement will result in one or more of the following: inability to receive future funding from Fulton County, and/or legal action against the agency to recoup funding that are not reimbursed by the deadline.

ARTICLE III - COMPENSATION FOR SERVICES

- (a) Fulton County agrees to pay Contractor a maximum sum of \$30,000.00.
- (b) Upon receipt and approval of Contractor's invoice delineating projected expenditures for the first six months of the contracting period. Upon receipt and approval of said invoice, County shall pay Contractor the first six months of compensation provided for by this Agreement. The Contractor shall provide Fulton County with a second invoice delineating projected expenditures for the remaining six months of the Agreement Term. Upon receipt and approval of said invoice, Fulton County shall pay Contractor the second six months of compensation provided by this Agreement. A failure by Contractor to submit the invoice for the first and/ or second six months of the contracting period will constitute a breach of this Agreement.
- (c) If through any cause, Contractor shall fail to fulfill its obligation under this Agreement in a timely and proper fashion or in the event that any of the provision or stipulations of this Agreement are violated by Contractor, Fulton County shall thereupon have the right to immediately suspend or terminate this Agreement by serving written notice as defined herein upon Contractor of Fulton County's intent to suspend or terminate this Agreement. If the Agreement is terminated pursuant to this paragraph, Contractor shall be exclusively limited to receiving only the compensation for work performed in a manner satisfactory to Fulton County up to and including the date of the written termination notice.
- (d) The Contractor agrees and understands that all expenditures must be consistent with the scope and purpose of this Agreement, and expenditures must be consistent with the guidelines and definitions established in 2025 Community Services Program 25RFP020325C-MH, which is hereby incorporated by reference herein and made a part of this agreement. The County reserves the right to approve and reject payment for expenditures which are not consistent with the scope and purpose of this Agreement, and which the County determines are not consistent with the guidelines and definitions established in the Community Services Program RFP.
- (e) The Contractor agrees and understands that Fulton County has the right to recover funds from Contractor for compensation received, pursuant to subsection (b) above if Contractor fails to perform the services outlined in Article II or does not perform such services to the satisfaction of Fulton County.

ARTICLE IV - RECORD KEEPING

- (a) Contractor shall maintain accurate records of the expenditure and disposition of funds, and such records must be in accordance with good accounting practices, and made available for inspection and audit by Fulton County at a time mutually agreeable to parties and upon thirty (30) days' notice to contractor.
- (b) All reports and communications, with supportive documentation consistent with contract provisions outlined in Article II, must be provided to Fulton County, in accordance with Article IV.
- (c) A performance report, with supportive documentation consistent with provisions of the Agreement outlined in Article II, must be provided to Fulton County no later than <u>July 18, 2025 for the period January 1, 2025-June 30, 2025; and January 16, 2026 for the period July 1, 2025-December 31, 2025.</u>
- (d) Contractor shall be responsible for sending staff representation to mandatory meetings that will be sponsored by the Fulton County Department of Community Development. Contractor will be notified in advance of said meetings.
- (e) All notices, program reports and other communications required to be given under this Contract shall be sufficient if in writing and either delivered via e-mail, personally or sent by postage, prepaid, certified or registered United States mail, return receipt requested, or e-mail addressed as follows:

To Fulton County:

Department of Community Development c/o: Youth and Community Services Division hsd.grants@fultoncountyga.gov
137 Peachtree Street, SW
Atlanta, Georgia 30303

To Contractor:

Clubhouse Atlanta PO Box 888581 Dunwoody, Georgia 30356

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

(f) Contractor understands and agrees that, upon Fulton County's determination that Contractor is

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

ARTICLE V - INDEMNIFICATION

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

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

- (a) This Agreement is effective on 01/01/2025, and shall terminate on 12/31/2025, unless earlier terminated in accordance with the provisions of this Agreement. Notwithstanding termination of the Agreement, Contractor is obligated to fulfill all of its obligations, including its reporting requirements.
- (b) Notwithstanding the above provisions, Fulton County may terminate this Agreement for convenience, or Fulton County or the Contractor may terminate this Agreement at any time for any reason by giving written notice of the intent to terminate the Agreement thirty (30) days in advance, by certified mail, return receipt requested, with proper postage prepaid, or by hand delivery, to the other party at the physical address provided herein for notice. The termination shall become effective on the thirtieth (30th) day after the date of such written notice unless the parties otherwise agree in writing. If this Agreement is terminated pursuant to this paragraph, Contractor shall be exclusively limited to receiving compensation for the work satisfactorily performed up to and including the effective date of

termination.

- (c) Fulton County shall have the right to suspend immediately Contractor's performance hereunder on an emergency basis whenever necessary, in the opinion of Fulton County, to avert a life threatening situation or other sufficiently serious risk.
- (d) In the event that this agreement is terminated by Fulton County or Contractor, following the Fulton County's determination that Contractor is not or has not been in substantial compliance with any provision of this agreement, Contractor agrees that Fulton County shall have the right to request repayment in full of all compensation paid to Contractor pursuant to Article III of this agreement. If Fulton County exercises its right under this subsection, Contractor agrees to and shall repay Fulton County all compensation paid to Contractor pursuant to Article III of this Agreement.
- (e) In the event that this agreement is terminated by Fulton County or Contractor, following the Fulton County's determination that Contractor is not or has not been in substantial compliance with any provision of this agreement, Contractor agrees that Fulton County shall have the right to terminate this Agreement between Fulton County and Contractor without penalty. Contractor acknowledges and agrees that Fulton County's right to terminate includes, but is not limited to, the right to withhold any and all future compensation due to Contractor pursuant to the terms of any and all other agreements between Fulton County and Contractor.
- (f) In the event that this Agreement is terminated by Fulton County or Contractor, following Fulton County's determination that Contractor is not or has not been in substantial compliance with any provision of this Agreement, Contractor agrees that it shall not be eligible to either enter or to apply to enter into future contracts with Fulton County until it has addressed any and all areas of deficiency or non-compliance to Fulton County's satisfaction.

ARTICLE VII - INDEPENDENT CONTRACTOR STATUS

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

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

(b) The Contractor shall pay all sales, retail, occupational, service, excise, old age benefit and unemployment compensation taxes, consumer, use and other similar taxes, as well as any other taxes or duties on the materials, equipment, and labor for the work provided by the Contractor which are legally

enacted by any municipal, county, state or federal authority, department or agency at the time bids are received, whether or not yet effective. The Contractor shall maintain records pertaining to such taxes as well as payment thereof and shall make the same available to Fulton County at all reasonable times for inspection and copying. The Contractor shall apply for any and all tax exemptions which may be applicable and shall timely request from Fulton County such documents and information as may be necessary to obtain such tax exemptions. Fulton County shall have no liability to the Contractor for payment of any tax from which it is exempt.

ARTICLE VIII - INSURANCE

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

<u>ARTICLE IX – AMENDMENTS AND MODIFICATIONS TO CONTRACT</u>

- (a) This Agreement constitutes the entire agreement between Fulton County and Contractor, and there are no further written or oral agreements with respect thereto, no variations, amendments or modifications of this Agreement, and no waiver of its provisions, shall be valid unless in writing and signed by Fulton County's and Contractor's duly authorized representatives.
- (b) Modifications or amendments which require a change in compensation level must be approved by the Fulton County Board of Commissioners and Contractor; other modifications, amendments or variations may be agreed to in writing, between the Contractor and the Contract Administrator when the amount of this Agreement and its Term remain unchanged.

ARTICLE X - SUBCONTRACTING

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

ARTICLE XI - ASSIGNABILITY

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

ARTICLE XII - SEVERABILITY OF TERMS

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

ARTICLE XIII – PRECEDENCE OF AGREEMENT

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

ARTICLE XIV - EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

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

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

- (3) The Contractor shall send to each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or workers' representative of the Contractor's commitments under the Equal Opportunity Program of Fulton County and under this Article, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The Contractor and its subcontractors, if any, shall file Compliance Reports at reasonable times and intervals with Fulton County in the form and to the extent prescribed by the director. Compliance Reports filed at such times as directed shall contain information as to the employment practices, policies, programs and statistics of the Contractor and its subcontractors.
- (5) The Contractor shall include the provisions of paragraphs (1) through of this equal employment opportunity clause and every subcontractor purchase order so that such provision shall be binding upon each subcontractor.

ARTICLE XV - CAPTIONS

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

ARTICLE XVI - GOVERNING LAW

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

ARTICLE XVII - JURISDICTION

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

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



F. GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Contractor's Name: Clubhouse Atlanta, Inc Project No. and Project Title: Recovery Through Work

CONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, entity or corporation which is engaged in the physical performance of services on behalf of Fulton County Government has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10- 91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

#2058939

Federal Work Authorization User Identification Number (EEV/E-Verify Company Identification Number)

Clubhouse Atlanta, Inc

Authorized Officer or Agent (Name of Contractor)

I hereby declare under penalty of perjury that the foregoing is true and correct

Denise Brodsky

Printed Name (of Authorized Officer or Agent of Contractor)

Signature (of Authorized Officer or Agent)

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

Ex. Director

Title (of Authorized Officer or Agent of Contractor)

ENRIQUE ONATE NOTARY PUBLIC **Gwinnett County**

[NOTARY SEAL] State of Georgia

My Comm. Expires Feb. 27, 2028

^{*} As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV/Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).



GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Contractor's Name:	Clubhouse Atlanta
Project No. and Project Title:	Recovery Through Work

FORM G: 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 services under a contract with (name of contractor) on behalf of (name of public employer) has registered with and is participating in a federal work authorization program* [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], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

2058939

Federal Work Authorization User Identification Number (EEV/E-Verify Company Identification Number)

Date of Authorization

Clubhouse Atlanta, Inc

Authorized Officer of Agent (Name of Subcontractor)

I hereby declare under penalty of perjury that the foregoing is true and correct

Denise Brodsky

Printed Name (of Authorized Officer or Agent of Contractor)

Signature (of Authorized Officer or Agent)

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

Notary Public

My Commission Expires:

Ex. Director

Title (of Authorized Officer or Agent of Contractor)

Date Signed

[NOTARY SEAL]

ENRIQUE ONATE

NOTARY PUBLIC Gwinnett County State of Georgia My Comm. Expires Feb. 27, 2028

^{*} As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV/Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

CLUBATL-01

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/27/2025

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

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

PRODUCER	CONTACT Linda Daniels				
MD Iverson Group 8420 Senoia Rd, Suite 208	PHONE FAX (A/C, No, Ext): (A/C, No):				
Fairburn, GA 30213	E-MAIL ADDRESS: Idaniels@oakbridgeinsurance.co	m			
	INSURER(S) AFFORDING COVERAGE INSURER A: Philadelphia Indemnity Ins Co				
INSURED	INSURER B: Wesco Insurance Company	25011			
Clubhouse Atlanta Inc.	INSURER C:				
PO Box 888581	INSURER D:				
Atlanta, GA 30356-0581	INSURER E :				
	INSURER F:				
	DEVIOLON AULA				

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.

		JSIONS AND CONDITIONS OF SUCH								
INSR LTR	TYPE OF INSURANCE		ADDL INSD	SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP	LIMIT	S	
Α	Х	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	\$	1,000,000
		CLAIMS-MADE X OCCUR	Х		PHPK2602366	9/21/2024	9/21/2025	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	100,000
								MED EXP (Any one person)	\$	5,000
								PERSONAL & ADV INJURY	\$	1,000,000
	GEN	N'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$	2,000,000
	X	POLICY PRO- LOC						PRODUCTS - COMP/OP AGG	\$	2,000,000
		OTHER:						HIRED NONOWNED	\$	1,000,000
Α	AU1	OMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000
		ANY AUTO			PHPK2602366	9/21/2024	9/21/2025	BODILY INJURY (Per person)	\$	
		OWNED SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$	
	X	HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$	
									\$	
Α	X	UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	\$	1,000,000
		EXCESS LIAB CLAIMS-MADE			PHUB881553	9/21/2024	9/21/2025	AGGREGATE	\$	1,000,000
		DED X RETENTION \$ 10,000							\$	
В	WOF	RKERS COMPENSATION EMPLOYERS' LIABILITY						X PER OTH-ER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE		N/A		WSS3778310	5/12/2025	5/12/2026	E.L. EACH ACCIDENT	\$	500,000
	OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		N/A					E.L. DISEASE - EA EMPLOYEE	\$	500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT	\$	500,000
Α	A Professional Liabili				PHPK2602366	9/21/2024	9/21/2025	Each Claim Limit:		1,000,000
Α	A General Liability				PHPK2602366	9/21/2024	9/21/2025	Aggregate Limit		2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Additional Insured - Form #PI-GLD-HS (10/11)

Mailing Notifications: Fulton County Government Dept of Purchasing & Contract Compliance 130 Peachtree St., SW, Ste 1168 Atlanta, GA 30303

CERTIFICATE HOLDER	CANCELLATION

Fulton County Government 141 Pryor Street SW Atlanta, GA 30303-3408 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

My In

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GENERAL LIABILITY DELUXE ENDORSEMENT: HUMAN SERVICES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE

It is understood and agreed that the following extensions only apply in the event that no other specific coverage for the indicated loss exposure is provided under this policy. If such specific coverage applies, the terms, conditions and limits of that coverage are the sole and exclusive coverage applicable under this policy, unless otherwise noted on this endorsement. The following is a summary of the Limits of Insurance and additional coverages provided by this endorsement. For complete details on specific coverages, consult the policy contract wording.

Coverage Applicable	Limit of Insurance	Page #
Extended Property Damage	Included	2
Limited Rental Lease Agreement Contractual Liability	\$50,000 limit	2
Non-Owned Watercraft	Less than 58 feet	2
Damage to Property You Own, Rent, or Occupy	\$30,000 limit	2
Damage to Premises Rented to You	\$1,000,000	3
HIPAA	Clarification	4
Medical Payments	\$20,000	5
Medical Payments – Extended Reporting Period	3 years	5
Athletic Activities	Amended	5
Supplementary Payments – Bail Bonds	\$5,000	5
Supplementary Payment – Loss of Earnings	\$1,000 per day	5
Employee Indemnification Defense Coverage	\$25,000	5
Key and Lock Replacement – Janitorial Services Client Coverage	\$10,000 limit	6
Additional Insured – Newly Acquired Time Period	Amended	6
Additional Insured – Medical Directors and Administrators	Included	7
Additional Insured – Managers and Supervisors (with Fellow Employee Coverage)	Included	7
Additional Insured – Broadened Named Insured	Included	7
Additional Insured – Funding Source	Included	7
Additional Insured – Home Care Providers	Included	7
Additional Insured – Managers, Landlords, or Lessors of Premises	Included	7
Additional Insured – Lessor of Leased Equipment	Included	7
Additional Insured – Grantor of Permits	Included	8
Additional Insured – Vendor	Included	8
Additional Insured – Franchisor	Included	9
Additional Insured – When Required by Contract	Included	9
Additional Insured – Owners, Lessees, or Contractors	Included	9
Additional Insured – State or Political Subdivisions	Included	10

Duties in the Event of Occurrence, Claim or Suit	Included	10
Unintentional Failure to Disclose Hazards	Included	10
Transfer of Rights of Recovery Against Others To Us	Clarification	10
Liberalization	Included	11
Bodily Injury – includes Mental Anguish	Included	11
Personal and Advertising Injury – includes Abuse of Process, Discrimination	Included	11

A. Extended Property Damage

SECTION I – COVERAGES, **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Subsection **2. Exclusions**, Paragraph **a.** is deleted in its entirety and replaced by the following:

a. Expected or Intended Injury

"Bodily injury" or property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

B. Limited Rental Lease Agreement Contractual Liability

SECTION I – COVERAGES, **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Subsection **2. Exclusions**, Paragraph **b. Contractual Liability** is amended to include the following:

(3) Based on the named insured's request at the time of claim, we agree to indemnify the named insured for their liability assumed in a contract or agreement regarding the rental or lease of a premises on behalf of their client, up to \$50,000. This coverage extension only applies to rental lease agreements. This coverage is excess over any renter's liability insurance of the client.

C. Non-Owned Watercraft

SECTION I – COVERAGES, **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Subsection **2. Exclusions**, Paragraph **g. (2)** is deleted in its entirety and replaced by the following:

- (2) A watercraft you do not own that is:
 - (a) Less than 58 feet long; and
 - (b) Not being used to carry persons or property for a charge;

This provision applies to any person, who with your consent, either uses or is responsible for the use of a watercraft. This insurance is excess over any other valid and collectible insurance available to the insured whether primary, excess or contingent.

D. Damage to Property You Own, Rent or Occupy

SECTION I - COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE

LIABILITY, Subsection **2. Exclusions**, Paragraph **j. Damage to Property**, Item **(1)** is deleted in its entirety and replaced with the following:

(1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property, unless the damage to property is caused by your client, up to a \$30,000 limit. A client is defined as a person under your direct care and supervision.

E. Damage to Premises Rented to You

- 1. If damage by fire to premises rented to you is not otherwise excluded from this Coverage Part, the word "fire" is changed to "fire, lightning, explosion, smoke, or leakage from automatic fire protective systems" where it appears in:
 - a. The last paragraph of SECTION I COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection 2. Exclusions; is deleted in its entirety and replaced by the following:

Exclusions **c.** through **n.** do not apply to damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **SECTION III – LIMITS OF INSURANCE**.

b. SECTION III – LIMITS OF INSURANCE, Paragraph 6. is deleted in its entirety and replaced by the following:

Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems while rented to you or temporarily occupied by you with permission of the owner.

c. SECTION V – DEFINITIONS, Paragraph 9.a., is deleted in its entirety and replaced by the following:

A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

2. SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Subsection 4. Other Insurance, Paragraph b. Excess Insurance, (1) (a) (ii) is deleted in its entirety and replaced by the following:

That is insurance for fire, lightning, explosion, smoke, or leakage from automatic fire protective systems for premises rented to you or temporarily occupied by you with permission of the owner;

3. The Damage To Premises Rented To You Limit section of the Declarations is amended to the greater of:

- **a.** \$1,000,000; or
- **b.** The amount shown in the Declarations as the Damage to Premises Rented to You Limit.

This is the most we will pay for all damage proximately caused by the same event, whether such damage results from fire, lightning, explosion, smoke, or leaks from automatic fire protective systems or any combination thereof.

F. HIPAA

SECTION I – COVERAGES, COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY, is amended as follows:

1. Paragraph 1. Insuring Agreement is amended to include the following:

We will pay those sums that the insured becomes legally obligated to pay as damages because of a "violation(s)" of the Health Insurance Portability and Accountability Act (HIPAA). We have the right and the duty to defend the insured against any "suit," "investigation," or "civil proceeding" seeking these damages. However, we will have no duty to defend the insured against any "suit" seeking damages, "investigation," or "civil proceeding" to which this insurance does not apply.

2. Paragraph 2. Exclusions is amended to include the following additional exclusions:

This insurance does not apply to:

a. Intentional, Willful, or Deliberate Violations

Any willful, intentional, or deliberate "violation(s)" by any insured.

b. Criminal Acts

Any "violation" which results in any criminal penalties under the HIPAA.

c. Other Remedies

Any remedy other than monetary damages for penalties assessed.

d. Compliance Reviews or Audits

Any compliance reviews by the Department of Health and Human Services.

- 3. SECTION V DEFINITIONS is amended to include the following additional definitions:
 - **a.** "Civil proceeding" means an action by the Department of Health and Human Services (HHS) arising out of "violations."
 - **b.** "Investigation" means an examination of an actual or alleged "violation(s)" by HHS. However, "investigation" does not include a Compliance Review.
 - **c.** "Violation" means the actual or alleged failure to comply with the regulations included in the HIPAA.

G. Medical Payments - Limit Increased to \$20,000, Extended Reporting Period

If COVERAGE C MEDICAL PAYMENTS is not otherwise excluded from this Coverage Part:

- 1. The Medical Expense Limit is changed subject to all of the terms of SECTION III LIMITS OF INSURANCE to the greater of:
 - **a.** \$20,000; or
 - **b.** The Medical Expense Limit shown in the Declarations of this Coverage Part.
- 2. SECTION I COVERAGE, COVERAGE C MEDICAL PAYMENTS, Subsection 1. Insuring Agreement, a. (3) (b) is deleted in its entirety and replaced by the following:
 - (b) The expenses are incurred and reported to us within three years of the date of the accident.

H. Athletic Activities

SECTION I – COVERAGES, **COVERAGE C MEDICAL PAYMENTS**, Subsection **2. Exclusions**, Paragraph **e. Athletic Activities** is deleted in its entirety and replaced with the following:

e. Athletic Activities

To a person injured while taking part in athletics.

I. Supplementary Payments

SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS - COVERAGE A AND B are amended as follows:

- **1. b.** is deleted in its entirety and replaced by the following:
- **1. b.** Up to \$5000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these.
- **1.d.** is deleted in its entirety and replaced by the following:
- **1. d.** All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$1,000 a day because of time off from work.

J. Employee Indemnification Defense Coverage

SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGES A AND B the following is added:

We will pay, on your behalf, defense costs incurred by an "employee" in a criminal proceeding occurring in the course of employment.

The most we will pay for any "employee" who is alleged to be directly involved in a criminal proceeding is \$25,000 regardless of the numbers of "employees," claims or "suits" brought or persons or organizations making claims or bringing "suits.

K. Key and Lock Replacement – Janitorial Services Client Coverage

SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGES A AND B is amended to include the following:

We will pay for the cost to replace keys and locks at the "clients" premises due to theft or other loss to keys entrusted to you by your "client," up to a \$10,000 limit per occurrence and \$10,000 policy aggregate.

We will not pay for loss or damage resulting from theft or any other dishonest or criminal act that you or any of your partners, members, officers, "employees", "managers", directors, trustees, authorized representatives or any one to whom you entrust the keys of a "client" for any purpose commit, whether acting alone or in collusion with other persons.

The following, when used on this coverage, are defined as follows:

- **a.** "Client" means an individual, company or organization with whom you have a written contract or work order for your services for a described premises and have billed for your services.
- **b.** "Employee" means:
 - (1) Any natural person:
 - (a) While in your service or for 30 days after termination of service;
 - (b) Who you compensate directly by salary, wages or commissions; and
 - (c) Who you have the right to direct and control while performing services for you; or
 - (2) Any natural person who is furnished temporarily to you:
 - (a) To substitute for a permanent "employee" as defined in Paragraph (1) above, who is on leave; or
 - (b) To meet seasonal or short-term workload conditions;

while that person is subject to your direction and control and performing services for you.

- (3) "Employee" does not mean:
 - (a) Any agent, broker, person leased to you by a labor leasing firm, factor, commission merchant, consignee, independent contractor or representative of the same general character; or
 - **(b)** Any "manager," director or trustee except while performing acts coming within the scope of the usual duties of an "employee."
- **c.** "Manager" means a person serving in a directorial capacity for a limited liability company.

L. Additional Insureds

SECTION II - WHO IS AN INSURED is amended as follows:

1. If coverage for newly acquired or formed organizations is not otherwise excluded from this

Coverage Part, Paragraph 3.a. is deleted in its entirely and replaced by the following:

- **a.** Coverage under this provision is afforded until the end of the policy period.
- **2.** Each of the following is also an insured:
 - **a. Medical Directors and Administrators** Your medical directors and administrators, but only while acting within the scope of and during the course of their duties as such. Such duties do not include the furnishing or failure to furnish professional services of any physician or psychiatrist in the treatment of a patient.
 - **b. Managers and Supervisors** Your managers and supervisors are also insureds, but only with respect to their duties as your managers and supervisors. Managers and supervisors who are your "employees" are also insureds for "bodily injury" to a co"employee" while in the course of his or her employment by you or performing duties related to the conduct of your business.

This provision does not change Item 2.a.(1)(a) as it applies to managers of a limited liability company.

- **c. Broadened Named Insured** Any organization and subsidiary thereof which you control and actively manage on the effective date of this Coverage Part. However, coverage does not apply to any organization or subsidiary not named in the Declarations as Named Insured, if they are also insured under another similar policy, but for its termination or the exhaustion of its limits of insurance.
- **d.** Funding Source Any person or organization with respect to their liability arising out of:
 - (1) Their financial control of you; or
 - (2) Premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

- **e. Home Care Providers** At the first Named Insured's option, any person or organization under your direct supervision and control while providing for you private home respite or foster home care for the developmentally disabled.
- **f. Managers, Landlords, or Lessors of Premises** Any person or organization with respect to their liability arising out of the ownership, maintenance or use of that part of the premises leased or rented to you subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of that person or organization.
- g. Lessor of Leased Equipment Automatic Status When Required in Lease Agreement With You – Any person or organization from whom you lease equipment when you and such person or organization have agreed in writing in a contract or agreement that such person or organization is to be added as an additional insured on your policy. Such person or

organization is an insured only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

- **h. Grantors of Permits** Any state or political subdivision granting you a permit in connection with your premises subject to the following additional provision:
 - (1) This insurance applies only with respect to the following hazards for which the state or political subdivision has issued a permit in connection with the premises you own, rent or control and to which this insurance applies:
 - (a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures;
 - (b) The construction, erection, or removal of elevators; or
 - (c) The ownership, maintenance, or use of any elevators covered by this insurance.
- i. Vendors Only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:
 - (1) The insurance afforded the vendor does not apply to:
 - (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - **(b)** Any express warranty unauthorized by you;
 - (c) Any physical or chemical change in the product made intentionally by the vendor:
 - (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - **(e)** Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - **(f)** Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

- **(g)** Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (i) The exceptions contained in Sub-paragraphs (d) or (f); or
 - (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
- (2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing.
- j. Franchisor Any person or organization with respect to their liability as the grantor of a franchise to you.
- k. As Required by Contract Any person or organization where required by a written contract executed prior to the occurrence of a loss. Such person or organization is an additional insured for "bodily injury," "property damage" or "personal and advertising injury" but only for liability arising out of the negligence of the named insured. The limits of insurance applicable to these additional insureds are the lesser of the policy limits or those limits specified in a contract or agreement. These limits are included within and not in addition to the limits of insurance shown in the Declarations
- **I.** Owners, Lessees or Contractors Any person or organization, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by:
 - (1) Your acts or omissions; or
 - (2) The acts or omissions of those acting on your behalf:

in the performance of your ongoing operations for the additional insured when required by a contract.

With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- (a) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- **(b)** That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- **m. State or Political Subdivisions –** Any state or political subdivision as required, subject to the following provisions:
 - (1) This insurance applies only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit, and is required by contract.
 - (2) This insurance does not apply to:
 - (a) "Bodily injury," "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
 - (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard."

M. Duties in the Event of Occurrence, Claim or Suit

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph **2.** is amended as follows:

a. is amended to include:

This condition applies only when the "occurrence" or offense is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership; or
- (3) An executive officer or insurance manager, if you are a corporation.
- **b.** is amended to include:

This condition will not be considered breached unless the breach occurs after such claim or "suit" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership; or
- (3) An executive officer or insurance manager, if you are a corporation.

N. Unintentional Failure To Disclose Hazards

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 6. Representations is amended to include the following:

It is agreed that, based on our reliance on your representations as to existing hazards, if you should unintentionally fail to disclose all such hazards prior to the beginning of the policy period of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

O. Transfer of Rights of Recovery Against Others To Us

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 8. Transfer of Rights of

Recovery Against Others To Us is deleted in its entirety and replaced by the following:

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

Therefore, the insured can waive the insurer's rights of recovery prior to the occurrence of a loss, provided the waiver is made in a written contract.

P. Liberalization

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, is amended to include the following:

If we revise this endorsement to provide more coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

Q. Bodily Injury - Mental Anguish

SECTION V – DEFINITIONS, Paragraph **3.** Is deleted in its entirety and replaced by the following:

"Bodily injury" means:

- **a.** Bodily injury, sickness or disease sustained by a person, and includes mental anguish resulting from any of these; and
- **b.** Except for mental anguish, includes death resulting from the foregoing (Item **a.** above) at any time.

R. Personal and Advertising Injury – Abuse of Process, Discrimination

If COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY COVERAGE is not otherwise excluded from this Coverage Part, the definition of "personal and advertising injury" is amended as follows:

- **1. SECTION V DEFINITIONS**, Paragraph 14.b. is deleted in its entirety and replaced by the following:
 - b. Malicious prosecution or abuse of process;
- 2. SECTION V DEFINITIONS, Paragraph 14. is amended by adding the following:

Discrimination based on race, color, religion, sex, age or national origin, except when:

- a. Done intentionally by or at the direction of, or with the knowledge or consent of:
 - (1) Any insured; or
 - (2) Any executive officer, director, stockholder, partner or member of the insured;
- **b.** Directly or indirectly related to the employment, former or prospective employment, termination of employment, or application for employment of any person or persons by an insured;

PI-GLD-HS (10/11)

- **c.** Directly or indirectly related to the sale, rental, lease or sublease or prospective sales, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured; or
- **d.** Insurance for such discrimination is prohibited by or held in violation of law, public policy, legislation, court decision or administrative ruling.

The above does not apply to fines or penalties imposed because of discrimination.

PI-HS-005 (07/04)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION PROFESSIONAL LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following exclusion is added to paragraph 2., Exclusions of COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section 1 - Coverages) and paragraph 2., Exclusions of COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY (Section 1 - Coverages):

This insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of:

- 1. The rendering or failure to render:
 - a. Medical, surgical, dental, x-ray or nursing service, treatment, advice or instruction, or the related furnishing of food or beverages;
 - b. Any health or therapeutic service, treatment, advice or instruction; or
 - c. Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement or personal grooming.
- 2. The furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances;
- 3. The handling or treatment of dead bodies, including autopsies, organ donation or other procedures, or
- 4. A "professional incident" as defined herein.

"Professional incident" means any actual or alleged negligent:

- a) act;
- b) error; or
- c) omission
- in the actual rendering of professional services to others, including counseling services, in your capacity as a human services organization. Professional services include the furnishing of food, beverages, medications or appliances in connection therewith.

OWNER:

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

CONTRACTOR:

FULTON COUNTY, GEORGIA	VENDOR NAME Clubhouse Atlanta
DocuSigned by:	Signed by: Name of Signatory: Denise Brodsky
Robert L. Pitts	Denise Breakly gignatory: Executive Director CEDA07508E35429
Robert L. Pitts, Chairman Fulton County Board of Commissioners	Authorized Signature
ATTEST:	ATTEST:
Signed by:	DocuSigned byName of 2nd Signatory: Susie Kyle
Jourgal Thur EEC476C4837648D.	June C. Hatte of 2nd Signatory: President —FCD6F19F7FF342E
Tonya R. Grier Clerk to the Commission Signed by:	Second Authorized Signature
(Affix County Seal)	(Affix Corporate Seal, if applicable)
APPROVED AS TO FORM:	
Signed by:	
David Lowman	
Office of the County Attorney	
APPROVED AS TO CONTENT:	
Stanley Wilson	
Stanley Wilson, Director	
Fulton County Department of	
Community Development	
Please select RM or 2ND RM from the check	kbox
RM	χ 2ND RM
ITEM#: RM:	ITEM#: 25-0398 2ND RM: 05/21/202
REGULAR MEETING	SECOND REGULAR MEETING



Certificate Of Completion

Envelope Id: B1E0E27E-25C9-4E2A-BE3C-7C5AF3D59412

Subject: Please DocuSign: 2025 CSP Contract-Clubhouse Atlanta -BOC Agenda#25-0398

Parcel ID:

Employee Name: Source Envelope:

Document Pages: 40 Certificate Pages: 7 AutoNav: Enabled

Envelopeld Stamping: Enabled

Time Zone: (UTC-05:00) Eastern Time (US &

Canada)

Initials: 0 Stamps: 1

141 Pryor Street
Purchasing & Contract Compliance, Suite 1168

Atlana, GA 30303

Cherie Williams

Envelope Originator:

Status: Completed

Cherie.Williams@fultoncountyga.gov

IP Address: 166.137.175.49

Record Tracking

Status: Original

6/20/2025 9:27:31 PM

Security Appliance Status: Connected

Storage Appliance Status: Connected

Holder: Cherie Williams

Cherie.Williams@fultoncountyga.gov

Pool: StateLocal

Signatures: 6

Pool: Fulton County Government

Location: DocuSign

Location: Docusign

Signer Events

Denise Brodsky

denise@clubhouseatlanta.org

Executive Director

Security Level: Email, Account Authentication

(None)

Signature

Denise Brodsky

Signature Adoption: Pre-selected Style

Using IP Address:

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Susan E. Kyle

sekyle8082@gmail.com

President

Security Level: Email, Account Authentication

(None)

Signature Adoption: Uploaded Signature Image

Using IP Address:

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Electronic Record and Signature Disclosure:

Accepted: 6/24/2024 2:35:04 PM

ID: b1a07b2e-36b8-4815-8bb2-9f666dc6928a

Mark Hawks2

mark.hawks@fultoncountyga.gov
Chief Assistant Purchasing Agent
Purchasing and Contract Complliance
Security Level: Email, Account Authentication

(None)

Electronic Record and Signature Disclosure:

Not Offered via Docusign

Completed

Using IP Address: 74.174.59.4

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Signed: 6/23/2025 11:56:13 AM

Signer Events

Stanley Wilson

Stanley.Wilson@fultoncountyga.gov

Director

Stanley Wilson

Security Level: Email, Account Authentication

(None)

Electronic Record and Signature Disclosure:

Not Offered via Docusign

Lauren Hansford

lauren.hansford@fultoncountyga.gov

Security Level: Email, Account Authentication

(None)

Electronic Record and Signature Disclosure:

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David Lowman

David.Lowman@fultoncountyga.gov

Security Level: Email, Account Authentication

(None)

Electronic Record and Signature Disclosure:

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Nikki Peterson

nikki.peterson@fultoncountyga.gov

Chief Deputy Clerk to the Board of Commissioners

Fulton County Government

Security Level: Email, Account Authentication

(None)

Electronic Record and Signature Disclosure:

Accepted: 11/27/2017 1:39:37 PM

ID: b7ce88ee-0c66-4f3a-bfee-705e0af602d8

Robert L. Pitts

michael.oconnor@fultoncountyga.gov

Fulton County

Security Level: Email, Account Authentication

(None)

Electronic Record and Signature Disclosure:

Not Offered via Docusign

Tonya Grier

tonya.grier@fultoncountyga.gov

Clerk to the Commission

Fulton County

Security Level: Email, Account Authentication

(None)

Signature

Stanley Wilson
5E4D76DFB4A0450...

Signature Adoption: Pre-selected Style Using IP Address: 75.43.132.102

Completed

Using IP Address: 24.99.91.51

Signed by:

David Lowman

Signature Adoption: Pre-selected Style Using IP Address: 74.174.59.4

Completed

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— DocuSigned by:

Robert L. Pitts —BA715B1A26544E7...

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Derryal Shun EEC476C4837648D...

Signature Adoption: Uploaded Signature Image

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mark.hawks@fultoncountyga.gov	Completed	Resent: 7/3/2025 10:43:14 AM
Chief Assistant Purchasing Agent		Viewed: 7/3/2025 2:16:12 PM
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Atif.Henderson@fultoncountyga.gov Fulton County Government	COPIED	
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Cherie Williams	COPIED	Sent: 6/20/2025 9:33:41 PM
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Fulton County Government		
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Electronic Record and Signature Disclosure: Not Offered via Docusign		
Carlos Thomas	CODIED	Sent: 6/20/2025 9:33:42 PM
carlos.thomas@fultoncountyga.gov Division Manager	COPIED	
Fulton County Government		
Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Not Offered via Docusign		
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Witness Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps		
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Signing Complete	Security Checked	7/3/2025 2:16:19 PM		
Completed	Security Checked	7/3/2025 2:16:23 PM		
Payment Events	Status	Timestamps		
Electronic Record and Signature Disclosure				

CONSUMER DISCLOSURE

From time to time, Carahsoft OBO Fulton County, Georgia (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Carahsoft OBO Fulton County, Georgia:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: glenn.king@fultoncountyga.gov

To advise Carahsoft OBO Fulton County, Georgia of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at glenn.king@fultoncountyga.gov and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address.. In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

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	or above (Windows only); Mozilla Firefox 2.0
	or above (Windows and Mac); Safari [™] 3.0 or
	above (Mac only)
PDF Reader:	Acrobat® or similar software may be required
	to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

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