



**FULTON  
COUNTY**

**CONTRACT DOCUMENTS**

**FOR**

**REQUEST FOR PROPOSAL 24RFP013124C-MH**

**2024 CONSOLIDATED COMMUNITY SERVICES PROGRAM**

**FOR**

**DEPARTMENT OF COMMUNITY DEVELOPMENT**

**OF**

**FULTON COUNTY, GEORGIA**

**CONTRACT AGREEMENT**

THIS AGREEMENT (“Agreement”), entered into this **1st day of January 2024**, 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 **National Incarceration Association, Inc.** (hereinafter referred to as “Contractor”), a corporation organized as a nonprofit, tax exempt 501(c) (3) agency, authorized to conduct business within the state of Georgia (hereinafter collectively referred to as the “Parties”).

**WITNESSETH**

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

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

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

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

The Agreement was approved by the Fulton County Board of Commissioners on **May 17, 2024, BOC#24-0350**.

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

.....

## **INDEX OF ARTICLES**

**ARTICLE 1. PARTIES AND TERM**

**ARTICLE 2. SCOPE OF CONTRACTOR'S DUTIES**

**ARTICLE 3. COMPENSATION FOR SERVICES**

**ARTICLE 4. RECORD KEEPING**

**ARTICLE 5. INDEMNIFICATION**

**ARTICLE 6. TERMINATION OF AGREEMENT FOR CAUSE**

**ARTICLE 7. INDEPENDENT CONTRACTOR STATUS**

**ARTICLE 8. INSURANCE**

**ARTICLE 9. AMENDMENTS AND MODIFICATIONS TO AGREEMENT**

**ARTICLE 10. SUBCONTRACTING**

**ARTICLE 11. ASSIGNABILITY**

**ARTICLE 12. SEVERABILITY OF TERMS**

**ARTICLE 13. PRECEDENCE OF AGREEMENT**

**ARTICLE 14. EQUAL EMPLOYMENT OPPORTUNITY**

**ARTICLE 15. CAPTIONS**

**ARTICLE 16. GOVERNING LAW**

**ARTICLE 17. JURISDICTION**

.....

## **ARTICLE I - PARTIES AND TERM:**

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

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

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

(d) This Agreement will remain in effect from **01/01/2024**, until midnight **12/31/2024**.

(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:**

#### **Consolidated Community Services Program (CCSP)**

**CCSP Service Category:** Economic Stability/Poverty

**CCSP Funding Priority(ies):**

**Children and Youth:** Not Applicable

**Disabilities:** Not Applicable

**Economic Stability:** Access to digital literacy training for middle skill jobs-earn & learn models allowing job seekers to meet basic needs...,Improved access to economic opportunities

programs/resources focused on foundational education..., 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

**Veterans Services:** Not Applicable

**National Incarceration Association, Inc., NIA Jail-to-Community Stabilization Project** will provide services at the following locations at specified times during the contract period of **01/01/2024** through **12/31/2024**:

**Service Delivery Site(s):**

<b>Name of Program Site</b>	<b>Program Location (complete physical address)</b>	<b>Program City</b>	<b>Program State</b>	<b>Program Zip code</b>	<b>Fulton County District of the program (Facility) location</b>	<b>District(s) of Fulton County Residents Served by the program (facility) location</b>
Fulton County Jail (Women's Detainment), Location at Atlanta City Detention Center	901 Rice Street	Atlanta	GA	30318	4	1,2,3,4,5,6

**Approach and Design:**

**National Incarceration Association, Inc., NIA Jail-to-Community Stabilization Project** will provide services to **12** clients that reside in Fulton County, with CCSP funding.

**National Incarceration Association, Inc., will provide the following activities and services in Fulton County with CCSP funding:**

The NIA's "Jail-to-Community Stabilization Project" applies a systematic approach to reentry for female offenders transitioning back into the community, falling under Fulton County's Economic Stability / Poverty funding priority.

NIA clients progress from detainment/incarceration to individualized case plans and management with qualified case coordinators and peer mentors, who will guide them through recovery to increased community involvement as they seek work, attend appointments, rebuild positive relations, and earn independence. A critical component of our program is the multi-year stabilization support for our residents. These services include (either NIA direct or with community partners):

- Assistance with applying for state-issued ID cards
- Assistance with applying for public benefits (SNAP, TANF, transportation)
- Behavioral and Addiction Services (NIA partner Arise Recovery)
- Financial skills, budget, and credit counseling and planning, as well as job readiness coaching (NIA partner Project Restart ATL)
- Faith-based counseling (NIA partner Multi-Faith Initiative to End Mass Incarceration)
- Parenting classes (licensed professional counselor at PhD level)
- Continuing education and skills development planning and opportunities
- Training/Job Development/Employment services (Fulton County Workforce Development, NIA partner NewLife Second Chances, UPS, various trucking companies, and a host of other Workforce development long-time colleagues)
- Stable self-sufficient housing and home ownership planning
- Access to MARTA Cards (through a 50% discount with NIA community partner MARTA)

We will connect with the women through our MOU Partner, the Fulton County Sheriff's Office, while they are detained in the Fulton County Jail.

The data-driven model will look as follows:

- Improve interactive relationship-building approaches to gathering critical information to examine and explain patterns of detention frequency that impact particular communities and neighborhoods. This would first focus on detained and incarcerated mothers of children living in and attending schools in Fulton County. For these mothers, what are the patterns of:
  - Social development and trauma-healing deficiencies?
  - Lack of well-managed transitional housing?
  - Family social mobility impairments?
  - Educational development failings?
  - Insufficient poverty-abatement resources?
  - Fragmentation of applied addiction and behavioral health services?
- Improve and/or build a data-driven system that seamlessly connects resources to ensure a continuum and continuity of accountability

- A central entity tracks the application of programs, treatment, continuing education, occupational development, family unification, and social mobility during detention and post-detention to:
  - Interrupt predictable patterns of desperate and addictive behavior
  - Better advise community and human development strategies in concert with existing departments and agencies
- Beyond the usual general conversation acknowledging root-cause indicators of repeated jail stays and incarceration such as homelessness, addiction and mental health, education, underdeveloped skills, and work interests, we also seek resources to develop and present a data-driven case-by-case analysis of how to:
  - Rethink the value of under-developed community labor in negotiating the establishment and growth of commerce centers and economies of scale
    - What usual type of businesses do a better job attracting, retaining, and advancing employees, despite any history of individual failures?
    - How can we better connect workforce development to social services and human development?
    - What continuing education systems (common of specific schools) do a better job of preparing citizens to master desperate living patterns?
    - How to convene the interest of the significant base of employers throughout Fulton to be active stakeholders in strategies that seek to enhance the value of work of people who are traditionally underprepared for the demands of this economy?

### **Designation of CSP Funds:**

Based on the awarded amount of **\$25,000.00**, the CCSP funds are designated according to the following cost categories: Administrative, Operational, and Direct Services.

***Administrative Expenses-*** CCSP Funds that are spent on executive / management staff and administrative support staff salaries, salary fringe, and benefits; etc.).

***Operational Expenditures-*** CCSP funds used to conduct agency/ organizational functions that are secondary to program service delivery such as office/ warehouse lease or mortgage expenses, office supplies (pens, toner, paper, etc.), utility expenses, transportation expenses (staff travel expenses), marketing/catalogs, etc.

***Direct Service Expenditures-*** CCSP 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, public transportation costs, etc.) ,

scholarships and day care vouchers, salaries and fringe benefits for direct service personnel (Case Managers, Educators, Subcontractors, etc.), program supplies (educational/instructional materials, paper, pencils, markers, etc.) directly consumed by participants. Program materials that may be pertinent to the scope of services of a funded program and that aid in contractor meeting contracted program outcomes are included in this definition (i.e. children's story books, educational games, puzzles, and flash cards).

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

<b>Cost Category</b>	<b>Designation of CCSP Funding Award</b>
<b>Administrative</b> (5% Admin max of funds awarded.)	\$1,250.00
<b>Operational</b>	\$15,500.00
<b>Direct Services</b>	\$8,250.00
<i>Total</i>	\$25,000.00

### **Explanation of Funding Details:**

#### **Administrative:**

Cost of extending licensing of Zoho (Tailored Customer Management System), and Notion (protected intra-company communications management) to 2 Case Management Coordinators, and to share system access with other partner organizations doing crisis stabilization and detainee advocacy work at the Fulton County Jail.

\$40/month x 2 staff (2 Case Coordinators) = \$960 (Zoho - CRM software licenses)

\$10/month x 2 staff = \$240 (Notion)

Incidentals = \$50

#### **Operational:**



MARTA and ride-share transportation costs to help keep frequent jail detainees in a case-managed mode of attending substance abuse workshops, outpatient treatment sessions, family and parent unification workshops, behavioral health management sessions, job interviews, and initially sponsoring them with some transitional housing needs while the NIA helps get them employed. This will mitigate some of these individuals falling through the cracks adding to Fulton's public safety burdens.

**Direct Services:**

To supplement the part-time cost of 2 Case Management Coordinators who will be doing assessments, connectivity of community resources, crisis stabilization, employment sustainability, and extended case management with women and mothers at and being released from the Fulton County Jail or other facilities throughout Fulton County. This funding will allow us to deepen our target outcomes and pay for more of an attentive package of wrap-around approaches and follow-through that extend over time.

The objective is to build a model of behavior modification and community stabilization for women and mothers who are frequently arrested and/or who live lives of chronic desperate and/or addictive behavior across Fulton communities. Fulton County's financial participation in this project would enable us to add critical case worker hours to this mission retain an experienced psychotherapist to advise the work of our case managers, and assess frequent jail detainees for trauma-based social development deficiencies that relate to parenting and childhood parenting gaps.

**Program Performance Measures:**

National Incarceration Association, Inc. 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:** Not Applicable

**Economic Stability:** Number of individuals placed in Living Wage Employment; receiving training/job development/employment support...,Number of individuals receiving Emergency Financial Assistance,Number of referrals to WorkSource Fulton / WorkSource Atlanta

**Health and Wellness:** Not Applicable

**Homelessness:** Not Applicable

**Senior Services:** Not Applicable

## **Veterans 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 01/01/2024 through 12/31/2024:**

The County-Defined Performance Measures that the NIA will measure are:

- Number of individuals receiving Emergency Financial Assistance
- Number of referrals to WorkSource Fulton / WorkSource Atlanta
- Number of individuals placed in Living Wage Employment; receiving training/job development/employment support services which leads to self-sufficiency

## **Agency Defined Performance Measure(s):**

The NIA believes formerly incarcerated persons are human beings that deserve dignity and respect and must be supported so they will prosper and add value to their community.

The NIA’s principles of restorative justice create the framework to rebuild the person’s soul, repair the damage they caused as much as possible, and to remember their responsibility to be accountable for their actions knowing they have the power to stop any behaviors that caused incarceration and replace it with actions that heal instead of hurt others.

As part of this Jail-to-Community Stabilization Project, we will identify program participants pre-release with the assistance of our MOU partner the Fulton County Sheriff’s Office (Jail Operations), and place them in our restorative programming. Participants can expect the following:

- NIA Case Coordinators develop individualized development plans for each woman coming out of the Fulton County Jail to determine their needs and plans of growth.
- NIA Peer Navigators provide weekly support, daily calls, suggestions, recommendations, and belief that the participant will succeed.
- For 3-6 months, transportation will be provided, if needed, to work, appointments, stores, or community events, where they begin to interact with others in the community they live.
- NIA Case Coordinators, working closely with the Peer Navigators, will follow up with clients and their families for up to 3 years post-release and add additional assessments and resources as needed to stay on track for success.
- The NIA partners with local leaders, businesses, and nonprofits to build community and support for the interest of public safety.

The NIA will utilize its CRM software Zoho to ensure detailed outcomes measurement and data collection including weekly and monthly check-ins with residents. Check-ins will ensure residents have kept all of their required treatment appointments, counseling sessions, appointments and meeting dates relative to their recovery, and adherence to probation requirements.

NIA will track the following objectives during the contract period:

- Number of individuals we are working with inside the Fulton County jail
- Number of individuals we support with wrap-around services once they are released from jail into a Fulton County residence
- Number of individuals receiving public benefits
- Number of individuals receiving social supportive services
- Number of individuals referred to mental health
- Number of individuals referred to substance use treatment programs
- Number of individuals who complete parenting classes

Our goals are:

- **Assist 12 women in the calendar year 2024 in establishing an optional evidence-based model of Jail-to-Community Stabilization; relieving Fulton County taxpayers of some of the current burden of public-safety costs and social service resources**
  - **80% will be helped to sustain gainful employment and receive workforce advancement planning and counseling**
  - **85% will maintain sobriety**
  - **50% will participate in tailored parenting classes**
  - **85% will experience family reconciliation and improved relationships with their children**
  - **70% will be stabilized in housing situations most ideal for each, with monitored counseling and success planning applied**

## **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 **2024 Consolidated Community Services Program 24RFP013124C-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 12, 2024, and January 10, 2025)**) 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 CCSP funding may result in reimbursement of CCSP 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 CCSP 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 CCSP 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 31<sup>st</sup> 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 **\$25,000.00.**

(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 **2024 Consolidated Community Services Program 24RFP013124C-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 **July 12, 2024 for the period January 1, 2024-June 30, 2024; and January 10, 2025 for the period July 1, 2024-December 31, 2024.**

(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](mailto:hsd.grants@fultoncountyga.gov)**  
**137 Peachtree Street, SW**  
**Atlanta, Georgia 30303**

To Contractor:

**National Incarceration Association, Inc.**  
**900 Old Roswell Lakes Pkwy Suite 100B**  
**Roswell, Georgia 30076**

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

(f) Contractor understands and agrees that, upon Fulton County's determination that Contractor is not or has not been in substantial compliance with any term of this Agreement with respect to the performance and provision of services at any single delivery site, Fulton County shall thereupon have the right to immediately suspend or terminate this Agreement upon written notice to Contractor. Contractor further understands and agrees that if Fulton County determines that Contractor is not or has not been in substantial compliance with any term of this Agreement with respect to the performance and provision of services at any single delivery site, Fulton

County may request, and the Contractor shall provide, any and all additional reports, records or documentation Fulton County deems necessary to evaluate, assess and/or measure Contractor's overall level of performance under this Agreement, including Contractor's performance at other delivery sites.

#### **ARTICLE V - INDEMNIFICATION**

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

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

(a) This Agreement is effective on **01/01/2024**, and shall terminate on **12/31/2024**, 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 **National Incarceration Association, Inc.**, 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.

### **ARTICLE IX – AMENDMENTS AND MODIFICATIONS TO CONTRACT**

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

(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.

## STATE OF GEORGIA

## COUNTY OF FULTON

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

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services<sup>1</sup> under a contract with **[insert name of prime contractor (Agency)]** The National Incarceration Association, Inc. on behalf of **Fulton County Government** has registered with and is participating in a federal work authorization program\*,<sup>2</sup> in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

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

2066972

EEV/Basic Pilot Program\* User Identification Number

The National Incarceration Association, Inc.

Name of Contractor (Agency)



BY: Authorized Signature of Officer or Agent of Contractor

President & CEO

Title of Authorized Officer or Agent of Contractor of Contractor

Kathryn Boccia

Printed Name of Authorized Officer or Agent of Contractor

Sworn to and subscribed before me this 9 day of February, 2024.Notary Public: Martin E. PersaudCounty: WINNETTCommission Expires: Sept 26, 2025

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

<sup>2</sup>\*[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].

#24RFP013124C-MH

2024 Consolidated Community Services Program

Purchasing Forms & Instructions

STATE OF GEORGIA

COUNTY OF FULTON

FORM G: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services<sup>3</sup> under a contract with **[insert name of prime contractor (Agency)]** The National Incarceration Association, Inc. on behalf of **Fulton County Government** has registered with and is participating in a federal work authorization program\*,<sup>4</sup> in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

N/A

EEV/Basic Pilot Program\* User Identification Number of Subcontractor

N/A

Name of Subcontractor (Individual/Agency)

N/A

BY: Authorized Signature Officer or Agent of Subcontractor

N/A

Title of Authorized Officer or Agent of Subcontractor

N/A

Printed Name of Authorized Officer or Agent of Subcontractor

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Notary Public: \_\_\_\_\_

County: \_\_\_\_\_

Commission Expires: \_\_\_\_\_

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

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





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/14/2024

**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).**

<b>PRODUCER</b> Hamby & Aloisio Inc. 53 Perimeter Center East #400  Atlanta GA 30346	<b>CONTACT NAME:</b> Lauren Green <b>PHONE (A/C, No, Ext):</b> (770) 551-3270 <b>FAX (A/C, No):</b> (770) 551-3289 <b>E-MAIL ADDRESS:</b> lauren@hains.com <b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Alliance of Nonprofits for Ins. <b>INSURER B:</b> AiA- Associated Insurance Admi <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>
<b>INSURED</b> National Incarceration Association, Inc. (The) 900 Old Roswell Lakes Pkwy Suite 100 B Roswell GA 30076	<b>NAIC #</b> 10023

**COVERAGES****CERTIFICATE NUMBER:** 24-25**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b>	Y		2024-77447	04/01/2024	04/01/2025	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
							MED EXP (Any one person) \$ 20,000
							PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							Add'l for policy minimum \$
A	<b>AUTOMOBILE LIABILITY</b>			2024-77447	04/01/2024	04/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
							\$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b>			2024-77447-UMB	06/08/2024	06/08/2025	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE \$
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						\$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>	N/A		WC-2024-81624-00	06/08/2024	06/08/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 500,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Improper Sexual Conduct & Physical Abuse Liability			2024-77447	04/01/2024	04/01/2025	Each Occurrence 1,000,000 General Aggregate 1,000,000

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

A/ Social Service Professional Liability: 2024-77447; 04/01/2024-04/01/2025; \$1,000,000/\$2,000,000

**CERTIFICATE HOLDER****CANCELLATION**

Fulton County Government – Purchasing Department  
 130 Peachtree Street, S.W.  
 Suite 1168  
 Atlanta GA 30303

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

AUTHORIZED REPRESENTATIVE

*Vicki M. Henry*

© 1988-2015 ACORD CORPORATION. All rights reserved.



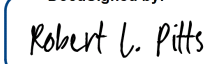
IN WITNESS THEREOF, the Parties hereto have caused this Contract to be executed by their duly authorized representatives as attested and witnessed and, as applicable, their corporate seals to be hereunto affixed as of the day and year date first above written.


OWNER:

CONTRACTOR:

FULTON COUNTY, GEORGIA

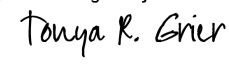
VENDOR NAME **National Incarceration Association, Inc.**

DocuSigned by:  
  
BA715B1A26544E7  
Robert L. Pitts, Chairman  
Fulton County Board of Commissioners

DocuSigned byName of Signatory: Kate Boccia  
  
Title of Signatory: CEO  
840BF6763ECF4DC...  
Authorized Signature

ATTEST:

ATTEST:

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

DocuSigned byName of 2nd Signatory: **Roland Washington**  
  
Title of Signatory: **COO**  
5352892A31134A0...  
Second Authorized Signature

(Affix County Seal)

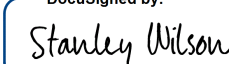


(Affix Corporate Seal, if applicable)

APPROVED AS TO FORM:

DocuSigned by:  
  
0EC92EDADEFB4B8...  
Office of the County Attorney

APPROVED AS TO CONTENT:

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

Please select RM or 2ND RM from the checkbox

RM

X 2ND RM

ITEM#: _____ RM: _____	ITEM#: 24-0350 2ND RM: 5/15/2024
REGULAR MEETING	SECOND REGULAR MEETING


Certificate Of Completion

Envelope Id: CC1BCF21DCC44D80AF3067AF2C06F37E		Status: Completed
Subject: Please DocuSign: 2024 CCSP Contract-National Incarceration Association, Inc.-BOC Agenda#24-0350		
Parcel ID:		
Employee Name:		
Source Envelope:		
Document Pages: 25	Signatures: 6	Envelope Originator:
Certificate Pages: 7	Initials: 0	Cherie Williams
AutoNav: Enabled	Stamps: 1	141 Pryor Street
EnvelopeId Stamping: Enabled		Purchasing & Contract Compliance, Suite 1168
Time Zone: (UTC-05:00) Eastern Time (US & Canada)		Atlanta, GA 30303
		Cherie.Williams@fultoncountyga.gov
		IP Address: 136.55.230.223

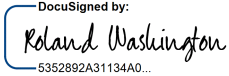
Record Tracking

Status: Original	Holder: Cherie Williams	Location: DocuSign
7/17/2024 12:57:14 PM	Cherie.Williams@fultoncountyga.gov	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Fulton County Government	Location: DocuSign

Signer Events

Signer Events	Signature	Timestamp
Kate Boccia	<div>DocuSigned by:  840BF6763ECF4DC...</div> <div>Signature Adoption: Pre-selected Style</div> <div>Using IP Address: 159.235.249.201</div>	Sent: 7/17/2024 2:25:20 PM
kate@joinnia.com		Viewed: 7/17/2024 2:53:44 PM
Security Level: Email, Account Authentication (None)		Signed: 7/17/2024 2:54:57 PM

Electronic Record and Signature Disclosure:  
Accepted: 7/17/2024 2:53:44 PM  
ID: c06b07c3-0feb-464f-a455-7bde31a57d50

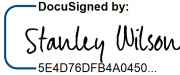
Roland Washington	<div>DocuSigned by:  5352892A31134A0...</div> <div>Signature Adoption: Pre-selected Style</div> <div>Using IP Address: 69.154.197.60</div>	Sent: 7/17/2024 2:54:59 PM
roland@joinnia.com		Viewed: 7/18/2024 8:24:58 AM
Security Level: Email, Account Authentication (None)		Signed: 7/18/2024 8:26:04 AM

Electronic Record and Signature Disclosure:  
Accepted: 7/18/2024 8:24:58 AM  
ID: 0bc4f3c0-1819-4282-84f8-e4022385b7be

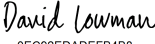
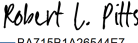


Mark Hawks2	<div>Completed</div> <div>Using IP Address: 45.20.200.178</div>	Sent: 7/18/2024 8:26:08 AM
mark.hawks@fultoncountyga.gov		Viewed: 7/19/2024 4:41:26 PM
Chief Assistant Purchasing Agent		Signed: 7/19/2024 4:41:32 PM

Purchasing and Contract Compliance  
Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:  
Not Offered via DocuSign

Stanley Wilson	<div>DocuSigned by:  5E4D76DFB4A0450...</div> <div>Signature Adoption: Pre-selected Style</div> <div>Using IP Address: 76.209.103.30</div>	Sent: 7/19/2024 4:41:34 PM
Stanley.Wilson@fultoncountyga.gov		Viewed: 7/20/2024 12:14:27 PM
Director		Signed: 7/20/2024 12:14:33 PM

Stanley Wilson  
Security Level: Email, Account Authentication (None)

Signer Events	Signature	Timestamp
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		
Lauren Hansford lauren.hansford@fultoncountyga.gov Security Level: Email, Account Authentication (None)	<b>Completed</b>  Using IP Address: 24.99.91.51	Sent: 7/20/2024 12:14:36 PM Resent: 7/29/2024 11:39:44 AM Viewed: 7/30/2024 5:01:36 PM Signed: 7/30/2024 5:13:19 PM
<b>Electronic Record and Signature Disclosure:</b> Accepted: 7/30/2024 5:01:36 PM ID: a38abfec-3204-4a85-9869-74c1ea1c6602		
David Lowman David.Lowman@fultoncountyga.gov Security Level: Email, Account Authentication (None)	<div> <div>DocuSigned by:</div> <div>  <div>0EC92EDADEFB4B8...</div> </div> </div> Signature Adoption: Pre-selected Style Using IP Address: 73.43.218.125	Sent: 7/30/2024 5:13:22 PM Viewed: 7/30/2024 5:14:11 PM Signed: 7/30/2024 5:25:38 PM
<b>Electronic Record and Signature Disclosure:</b> Accepted: 7/30/2024 5:14:11 PM ID: b7813a81-cdeb-4f2d-a811-6c6799ee5bde		
Nikki Peterson nikki.peterson@fultoncountyga.gov Chief Deputy Clerk to the Board of Commissioners Fulton County Government Security Level: Email, Account Authentication (None)	<b>Completed</b>  Using IP Address: 68.208.197.4	Sent: 7/30/2024 5:25:41 PM Resent: 7/31/2024 10:55:50 PM Viewed: 8/1/2024 10:19:24 AM Signed: 8/1/2024 10:19:45 AM
<b>Electronic Record and Signature Disclosure:</b> Accepted: 11/27/2017 1:39:37 PM ID: b7ce88ee-0c66-4f3a-bfee-705e0af602d8		
Robert L. Pitts michael.oconnor@fultoncountyga.gov Security Level: Email, Account Authentication (None)	<div> <div>DocuSigned by:</div> <div>  <div>BA715B1A26544E7...</div> </div> </div> Signature Adoption: Pre-selected Style Using IP Address: 166.137.19.19 Signed using mobile	Sent: 8/1/2024 10:19:48 AM Viewed: 8/1/2024 10:21:38 AM Signed: 8/1/2024 10:21:49 AM
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		
Tonya R. Grier tonya.grier@fultoncountyga.gov Clerk to the Commission Fulton County Security Level: Email, Account Authentication (None)	<div> <div>DocuSigned by:</div> <div>  <div>EEC476C4837648D...</div> </div> </div>  Signature Adoption: Pre-selected Style Using IP Address: 74.174.59.10	Sent: 8/1/2024 10:21:52 AM Viewed: 8/1/2024 10:50:56 AM Signed: 8/1/2024 10:51:10 AM
<b>Electronic Record and Signature Disclosure:</b> Accepted: 3/16/2018 10:54:59 AM ID: f3f241e8-3027-4447-9476-6cf20ae25dd4		

Signer Events	Signature	Timestamp
Mark Hawks3 mark.hawks@fultoncountyga.gov Chief Assistant Purchasing Agent Purchasing and Contract Compliance Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	<b>Completed</b>  Using IP Address: 45.20.200.178	Sent: 8/1/2024 10:51:15 AM Viewed: 8/1/2024 11:06:28 AM Signed: 8/1/2024 11:06:36 AM
In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Atif Henderson Atif.Henderson@fultoncountyga.gov Fulton County Government Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	<b>COPIED</b>	Sent: 7/17/2024 2:25:18 PM
Cherie Williams cherie.williams@fultoncountyga.gov Fulton County Government Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	<b>COPIED</b>	Sent: 7/17/2024 2:25:19 PM Resent: 8/1/2024 11:06:44 AM
Carlos Thomas carlos.thomas@fultoncountyga.gov Division Manager Fulton County Government Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	<b>COPIED</b>	Sent: 7/17/2024 2:25:20 PM
Dian DeVaughn dian.devaughn@fultoncountyga.gov Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	<b>COPIED</b>	Sent: 8/1/2024 11:06:40 AM Viewed: 8/1/2024 12:03:43 PM
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	7/17/2024 2:25:19 PM
Certified Delivered	Security Checked	8/1/2024 11:06:28 AM

Envelope Summary Events	Status	Timestamps
Signing Complete	Security Checked	8/1/2024 11:06:36 AM
Completed	Security Checked	8/1/2024 11:06:40 AM
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](mailto: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](mailto: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.

**To request paper copies from Carahsoft OBO Fulton County, Georgia**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to [glenn.king@fultoncountyga.gov](mailto:glenn.king@fultoncountyga.gov) and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

**To withdraw your consent with Carahsoft OBO Fulton County, Georgia**

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to [glenn.king@fultoncountyga.gov](mailto:glenn.king@fultoncountyga.gov) and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

**Required hardware and software**

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 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

\*\* These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

**Acknowledging your access and consent to receive materials electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were

able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Carahsoft OBO Fulton County, Georgia as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Carahsoft OBO Fulton County, Georgia during the course of my relationship with you.