



**FULTON
COUNTY**

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 **Open Hand Atlanta, Inc.** (hereinafter referred to as “Contractor”), a corporation organized as a nonprofit, tax exempt 501(c) (3) agency, authorized to conduct business within the state of Georgia (hereinafter collectively referred to as the “Parties”).

WITNESSETH

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

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

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

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

The Agreement was approved by the Fulton County Board of Commissioners on **July 9, 2025, BOC#25-0505.**

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

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ARTICLE I - PARTIES AND TERM:

- (a) Fulton County, through its YCS, retains Contractor, and Contractor accepts retention by Fulton County to render the services as hereinafter defined and required; to perform such services in a manner and to the extent required by the parties herein; and as may be hereafter amended or extended in writing by mutual agreement of the parties.
- (b) The Chairperson of the Board of Directors for the Contractor or authorized representative (hereinafter “Board Chair”) represents that she/he is authorized to bind and enter into contracts on behalf of Contractor, including this Agreement.
- (c) Nothing contained in this Agreement shall be construed 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 **01/01/2025**, 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: Senior Services

CSP Funding Priority(ies):

Children and Youth: Not Applicable

Disabilities: Not Applicable

Economic Stability: Not Applicable

Health and Wellness: Not Applicable

Homelessness: Not Applicable

Senior Services: 1. To provide gap services to older adults that aligns with the Strategic Priorities of Fulton County Government, 2. To increase access to services that enable older adults to remain in the

community and age in place,3. To improve health outcomes for older adults

Open Hand Atlanta, Inc., Open Hand Medically Tailored Meals for Potentially Food Insecure Fulton County Seniors 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: 07/01/2025

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 |
|----------------------|--|--------------|---------------|------------------|---|--|
| Open Hand Atlanta | 1380 W Marietta St NW | Atlanta | GA | 30318 | 6 | 1,2,3,4,5,6 |

Approach and Design:

Open Hand Atlanta, Inc., Open Hand Medically Tailored Meals for Potentially Food Insecure Fulton County Seniors will provide services to **69** clients that reside in Fulton County, with CSP funding.

Open Hand Atlanta, Inc., Open Hand Medically Tailored Meals for Potentially Food Insecure Fulton County Seniors will provide the following activities and services in Fulton County with CSP funding:

Open Hand is seeking emergency gap funding in order to provide medically tailored meals to food insecure individuals referred to us by local partners who are either ineligible for assistance or have been

waitlisted. This will ensure that no one who is in need of our services will go without assistance. Clients will receive these meals on a temporary basis until more resources become available. These meals will immediately address their needs for food security and provide them with a key, home-based community service.

Open Hand's medically tailored meals program supports Fulton County CSP's funding priorities under the Senior Services primary service category. By providing Fulton County seniors with hand delivered, nutritious food we are providing a service to older adults that aligns with the strategic priorities for the Fulton County government including improving health outcomes, increasing access to services that enable older adults to remain in the community and age in-place, and providing gap services to older adults that align with the strategic priorities of the Fulton County Government.

By specifically focusing on Fulton County seniors who have not qualified or have been waitlisted for our essential nutrition services, this program will also fill the service gap of seniors who report experiences of hunger or go without food which has a demonstrated negative effect on the health outcomes outlined above.

Open Hand takes pride in our extensive network of partnerships that allows us to impact far more people than we ever could working alone. Our more than 135 community partners provide us with client referrals and opportunities to educate across the state.

Open Hand reaches over 11,000 people annually as a result of the relationships we have formed. A partial list of partners includes Grady Hospital, Fulton County Department of Public Health, AID Atlanta, Mercy Care, Fulton-DeKalb Hospital Authority, Kaiser Permanente, United Healthcare and Grady Infectious Disease Program.

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.) | \$0.00 |
| Direct Services | \$28,500.00 |
| Total | \$30,000.00 |

Explanation of Funding Details:

Revised as of 7/16/2025:

Direct Services: \$26,100 of this requested funding will be allocated to the provision of medically tailored meals for referred clients (roughly 2,900 meals at \$9 per meal). Additionally, \$2,400 of the direct services will go towards salary and fringe benefits for members of our Client Services team for the client intake/post-program survey process and general program organization.

Administrative: \$1,500 of this request will be allocated toward salary and fringe benefits for Open Hand's Research and Evaluation Manager, Ciara Long, who will be analyzing intake and post-program survey

data responses, along with any other client-reported data from their time with the program, to measure the program's impact.

Grant Timeline

January – June:

Program Planning, Referrals, and Intake: Open Hand's Client Services team will coordinate with partners to prepare for initial meal deliveries.

Medically Tailored Meals: Once funding is confirmed, Open Hand will begin sending out meals to referred clients who have been entered into our system. Due to the adjusted timeline and later award notification, all costs for this program will incurred after July 1st.

July – December:

Referrals, Intake, and Post-Program Surveys: \$2400 of the direct services budget will be spent for salary and fringe benefits for Open Hand's Client Services team in this period as we begin receiving referrals from partners and walk clients through the intake process. Additional time will also be spent conducting post-program surveys of clients to help assess impact and receive feedback on the program's quality.

Medically Tailored Meals: All of the allocated direct services budget for the provision of medically tailored meals (\$26,100) will be spent in this period. The majority of this funding will be spent between July and November as clients begin receiving meals. We are recommending that each client receives 6 weeks of meals (1 meal per day, 7 meals per week). Per this schedule, we expect the majority of the 69 clients we plan to serve with this funding to have gone through the program by the end of November at the latest.

Data Analysis: The full administrative budget of \$1,500 allocated to salary and fringe benefits for the Research and Evaluation Manager will be spent in the last few months of the grant. Ciara will take survey data collected by the client services team and assess it for impact on clients' health and well-being.

Program Performance Measures:

Open Hand Atlanta, 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: Not Applicable

Health and Wellness: Not Applicable

Homelessness: Not Applicable

Senior Services: 1. Number of seniors who receive access to services not provided through Fulton County Department of Senior Services ,2. Number of seniors who report increased self-sufficiency resulting from in-home services,3. Number of seniors who report an increase in viability to maintain independence

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:

County Performance Measures:

Open Hand will report on the following Fulton County-defined performance measures:

- Number of seniors who receive access to services not provided through Fulton County Senior Services
- Number of seniors who report increased self-sufficiency resulting from in-home services
- Number of seniors who report an increase in viability to maintain independence.

In order to do this, we will survey participants at enrollment and at the conclusion of 6 weeks' worth of meals to measure the program's impact in these areas.

Self-sufficiency will be measured by food and nutrition security, changes in perceived general health (i.e., overall health and decreased poor health days), and satisfaction in health and ability to make healthy choices.

Independence will be measured by medication compliance and non-routine healthcare utilization.

Access to care not provided through Fulton County Senior Services will be determined by the number of clients who were unable to qualify or waitlisted who are able to receive meals.

Agency Defined Performance Measure(s):

Performance measures defined by our agency will include:

- Number of individuals who report or demonstrate improved health-related outcomes or other “quality of life” measures including changes in blood pressure, blood sugar and cholesterol levels
- Number of individuals connected to available resources to help mitigate illness and health disparities
- Meal satisfaction, i.e. food and service quality questions to help Open Hand analyze and improve program performance

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 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.

(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:

**Open Hand Atlanta, Inc.
1380 W Marietta St NW
Atlanta, Georgia 30318**

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

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

ARTICLE V - INDEMNIFICATION

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

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

(a) This Agreement is effective on **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 **Open Hand Atlanta, Inc.**, its directors, officers, employees, agents and assigns shall have no right of redress pursuant to the Personnel Rules and Regulations of Fulton County.

(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.



F. GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

| | |
|--------------------------------|--|
| Contractor's Name: | Open Hand Atlanta |
| Project No. and Project Title: | Open Hand Medically Tailored Meals for Potentially Food Insecure Fulton County Seniors |

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:

393511

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

3/10/2025

Date of Authorization

Nathan Kerce

Authorized Officer or Agent
(Name of Contractor)

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

Nathan Kerce

Printed Name (of Authorized Officer or Agent of Contractor)

Nathan Kerce

Signature (of Authorized Officer or Agent)

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

10 DAY OF March, 20 25

Notary Public

My Commission Expires: May 25, 2025

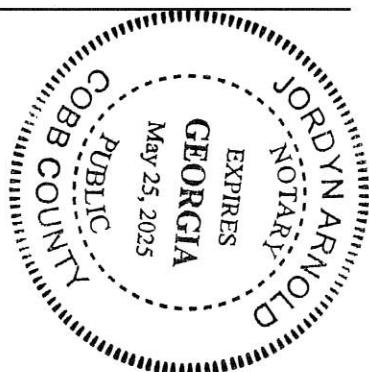
Grants Manager

Title (of Authorized Officer or Agent of Contractor)

3/10/2025

Date Signed

[NOTARY SEAL]



* 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: | Open Hand Atlanta |
| Project No. and Project Title: | Open Hand Medically Tailored Meals for Potentially Food Insecure Fulton County Seniors |

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.

393511

3/10/2025

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

Date of Authorization

Authorized Officer of Agent
(Name of Subcontractor)

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

Printed Name (of Authorized Officer or Agent of Contractor)

Signature (of Authorized Officer or Agent)

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

DAY OF _____, 20 _____

Notary Public

My Commission Expires: _____

Grants Manager

Title (of Authorized Officer or Agent of Contractor)

3/10/2025

Date Signed

[NOTARY SEAL]

* 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).

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/15/2025

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

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

| | | |
|---|---|----------------|
| PRODUCER Marsh & McLennan Agency LLC 200 Brookstone Centre Pkwy Suite 118 Columbus, GA 31904 | CONTACT NAME: Emily Fuller | |
| | PHONE (A/C, No, Ext): - | FAX (A/C, No): |
| | E-MAIL ADDRESS: Emily.Fuller@MarshMMA.com | |
| | INSURER(S) AFFORDING COVERAGE | NAIC # |
| | INSURER A: Philadelphia Indemnity Insurance Co. | 18058 |
| | INSURER B: Philadelphia Indemnity Insurance Compan | 18058 |
| INSURER C: Key Risk Insurance Company | 10885 | |
| INSURER D: Travelers Casualty and Surety Company | 19038 | |
| INSURER E: | | |
| INSURER F: | | |

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

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|----------|---|--|----------|----------------|-------------------------|-------------------------|---|-------------|
| A | COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> | X | | PHPK2599804001 | 09/30/2024 | 09/30/2025 | EACH OCCURRENCE | \$1,000,000 |
| | | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$1,000,000 |
| | | | | | | | MED EXP (Any one person) | \$20,000 |
| | | | | | | | PERSONAL & ADV INJURY | \$1,000,000 |
| | | | | | | | GENERAL AGGREGATE | \$3,000,000 |
| | | | | | | | PRODUCTS - COMP/OP AGG | \$3,000,000 |
| | | | | | | | | \$ |
| | GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PRO- JECT <input type="checkbox"/> LOC OTHER: | | | | | | | |
| A | AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY | | | PHPK2599804001 | 09/30/2024 | 09/30/2025 | COMBINED SINGLE LIMIT (Ea accident) | \$1,000,000 |
| | | | | | | | BODILY INJURY (Per person) | \$ |
| | | | | | | | BODILY INJURY (Per accident) | \$ |
| | | | | | | | PROPERTY DAMAGE (Per accident) | \$ |
| | | | | | | | | \$ |
| B | UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE | | | PHUB880716001 | 09/30/2024 | 09/30/2025 | EACH OCCURRENCE | \$2,000,000 |
| | | | | | | | AGGREGATE | \$2,000,000 |
| | | | | | | | | \$ |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y / N <input checked="" type="checkbox"/> N | N / A | KRM768131102 | 09/30/2024 | 09/30/2025 | X PER STATUTE | OTH-ER |
| | | | | | | | E.L. EACH ACCIDENT | \$1,000,000 |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE | \$1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | \$1,000,000 |
| D | Employee Theft | | | 105497591 | 09/30/2024 | 09/30/2025 | 500,000 | |
| D | Cyber Liability | | | 105497591 | 09/30/2024 | 09/30/2025 | 1,000,000 | |
| A | Abuse/Molestation | | | PHPK2599804001 | 09/30/2024 | 09/30/2025 | 3,000,000 / 1,000,000 | |

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

Professional Liability Coverage Information

Policy Number- PHPK2599804 Effective 09/30/2023 Expires 09/30/2024

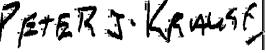
Limit- \$1,000,000/\$3,000,000

(CGL) Additional Insured as required by contract per General Liability Deluxe Endorsement form PI-GLD-HS

10/11

CERTIFICATE HOLDER

CANCELLATION

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

© 1988-2015 ACORD CORPORATION. All rights reserved.

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:

FULTON COUNTY, GEORGIA

DocuSigned by:

Robert L. Pitts

BA715PB1A26544E7

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST:

Signed by:

Tonya R. Grier

EFC476C4837648D

Tonya R. Grier
Clerk to the Commission

(Affix County Seal)



Signed by:

APPROVED AS TO FORM:

Signed by:

David Lowman

0EC92EDADEFB4B8...

Office of the County Attorney

APPROVED AS TO CONTENT:

DocuSigned by:

Stanley Wilson

5E4D76DFB4A0450...

Stanley Wilson, Director
Fulton County Department of
Community Development

Please select RM or 2ND RM from the checkbox

 RM 2ND RM

| | |
|-----------------|--------------|
| ITEM#: 25-0505 | RM: 7/9/2025 |
| REGULAR MEETING | |

| | |
|------------------------|---------|
| ITEM#: | 2ND RM: |
| SECOND REGULAR MEETING | |

CONTRACTOR:

VENDOR NAME **Open Hand Atlanta, Inc.**

DocuSigned by Name of Signatory: Matthew Pieper


 A handwritten signature of Matthew Pieper.

Title of Signatory: CEO

489BEC7316AB448...

Authorized Signature

ATTEST:

Signed by: Name of 2nd Signatory: **Jordyn Arnold**

 A handwritten signature of Jordyn Arnold.

Second Signatory: **Executive Assistant**

153B7C8F865544A...

Second Authorized Signature

Signed by:



(Affix Corporate Seal, if applicable)

Certificate Of Completion

Envelope Id: EB5E3B3E-7CDF-4B7A-A92A-4590DE1484F3

Status: Completed

Subject: Please DocuSign: 2025 CSP Contract-Open Hand Atlanta, Inc.-BOC Agenda#25-0505

Parcel ID:

Employee Name:

Source Envelope:

Document Pages: 23

Signatures: 6

Envelope Originator:

Certificate Pages: 7

Initials: 0

Carlos S. Thomas

AutoNav: Enabled

Stamps: 2

141 Pryor Street

EnvelopeD Stamping: Enabled

Purchasing & Contract Compliance, Suite 1168

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

Atlanta, GA 30303
carlos.thomas@fultoncountyga.gov

IP Address: 73.106.219.199

Record Tracking

Status: Original

7/25/2025 2:10:59 PM

Holder: Carlos S. Thomas
carlos.thomas@fultoncountyga.gov

Location: DocuSign

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: Fulton County Government

Location: Docusign

Signer Events

Matthew Pieper

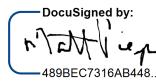
mpieper@openhandatlanta.org

Executive Director

Open Hand Atlanta, Inc.

Security Level: Email, Account Authentication (None)

Signature



Signature Adoption: Drawn on Device
Using IP Address: 50.168.222.30

Timestamp

Sent: 7/25/2025 2:58:49 PM

Resent: 7/29/2025 4:48:12 PM

Viewed: 7/30/2025 7:40:25 AM

Signed: 7/30/2025 8:36:33 AM

Electronic Record and Signature Disclosure:

Accepted: 6/10/2019 4:38:54 PM

ID: bf7ba431-44b2-4302-81b9-d754dfa6b76

Jordyn Arnold

jarnold@openhandatlanta.org

Security Level: Email, Account Authentication (None)



Signature Adoption: Pre-selected Style
Using IP Address:
2600:1700:13bc:7000:c996:385f:bc18:9f86

Sent: 7/30/2025 8:36:37 AM

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Resent: 7/31/2025 1:30:26 PM

Resent: 7/31/2025 3:20:42 PM

Viewed: 8/1/2025 8:59:07 AM

Signed: 8/1/2025 9:02:19 AM

Electronic Record and Signature Disclosure:

Accepted: 8/1/2025 8:59:07 AM

ID: f8847e5d-c696-4d22-b91f-92eab5268a85

Mark Hawks2

mark.hawks@fultoncountyga.gov

Chief Assistant Purchasing Agent

Purchasing and Contract Compliance

Security Level: Email, Account Authentication (None)

Completed

Using IP Address: 134.231.232.249

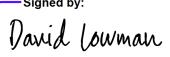
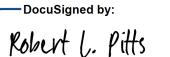
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Signed: 8/1/2025 10:01:59 AM

Electronic Record and Signature Disclosure:

Not Offered via Docusign

| Signer Events | Signature | Timestamp |
|--|--|--|
| <p>Stanley Wilson Stanley.Wilson@fultoncountyga.gov Director Stanley Wilson Security Level: Email, Account Authentication (None)</p> | <p>DocuSigned by:  5E4D76DFB4A0450...</p> <p>Signature Adoption: Pre-selected Style Using IP Address: 2600:1702:7e00:62b0:4c26:ba3e:1ec9:7fb5</p> | <p>Sent: 8/1/2025 10:02:02 AM Viewed: 8/1/2025 10:27:41 AM Signed: 8/1/2025 10:27:49 AM</p> |
| <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p> | Completed | <p>Sent: 8/1/2025 10:27:52 AM Resent: 8/4/2025 4:29:28 PM Resent: 8/5/2025 10:58:20 AM Viewed: 8/5/2025 12:44:23 PM Signed: 8/5/2025 12:47:57 PM</p> |
| <p>Electronic Record and Signature Disclosure: Accepted: 8/5/2025 12:44:23 PM ID: dc108417-d600-4ee3-8918-7b1d848b91b8</p> | Using IP Address: 74.174.59.4 | <p>Sent: 8/5/2025 12:48:01 PM Viewed: 8/5/2025 12:57:24 PM Signed: 8/5/2025 1:02:30 PM</p> |
| <p>David Lowman David.Lowman@fultoncountyga.gov Security Level: Email, Account Authentication (None)</p> | <p>Signed by:  0EC92EDADEFB4B8...</p> <p>Signature Adoption: Pre-selected Style Using IP Address: 24.99.192.18</p> | <p>Sent: 8/5/2025 12:48:01 PM Viewed: 8/5/2025 12:57:24 PM Signed: 8/5/2025 1:02:30 PM</p> |
| <p>Electronic Record and Signature Disclosure: Accepted: 8/5/2025 12:57:24 PM ID: b06f4eea-7c24-4528-80e8-ff9528aec398</p> | Completed | <p>Sent: 8/5/2025 1:02:34 PM Resent: 8/8/2025 12:02:00 PM Viewed: 8/11/2025 4:30:06 PM Signed: 8/11/2025 4:30:24 PM</p> |
| <p>Nikki Peterson nikki.peterson@fultoncountyga.gov Chief Deputy Clerk to the Board of Commissioners Fulton County Government Security Level: Email, Account Authentication (None)</p> | Using IP Address: 74.174.59.10 | <p>Sent: 8/5/2025 1:02:34 PM Resent: 8/8/2025 12:02:00 PM Viewed: 8/11/2025 4:30:06 PM Signed: 8/11/2025 4:30:24 PM</p> |
| <p>Electronic Record and Signature Disclosure: Accepted: 11/27/2017 1:39:37 PM ID: b7ce88ee-0c66-4f3a-bfee-705e0af602d8</p> | <p>DocuSigned by:  BA715B1A26544E7...</p> <p>Signature Adoption: Pre-selected Style Using IP Address: 68.208.197.4</p> | <p>Sent: 8/11/2025 4:30:28 PM Viewed: 8/11/2025 4:31:24 PM Signed: 8/11/2025 4:31:36 PM</p> |
| <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p> | Completed | <p>Sent: 8/11/2025 4:31:40 PM Viewed: 8/11/2025 5:05:08 PM Signed: 8/11/2025 5:05:22 PM</p> |
| <p>Tonya Grier tonya.grier@fultoncountyga.gov Fulton County Government Security Level: Email, Account Authentication (None)</p> | <p>Signed by:  EEC478C4837648D...</p> <p></p> <p>Signature Adoption: Uploaded Signature Image Using IP Address: 99.96.24.191</p> | <p>Sent: 8/11/2025 4:31:40 PM Viewed: 8/11/2025 5:05:08 PM Signed: 8/11/2025 5:05:22 PM</p> |

| Signer Events | Signature | Timestamp |
|---|---|--|
| Electronic Record and Signature Disclosure: Accepted: 3/16/2018 10:54:59 AM ID: f3f241e8-3027-4447-9476-6cf20ae25dd4 | | |
| Mark Hawks3 mark.hawks@fultoncountyga.gov Chief Assistant Purchasing Agent Purchasing and Contract Compliance Security Level: Email, Account Authentication (None) | Completed Using IP Address: 74.174.59.4 | Sent: 8/11/2025 5:05:27 PM Resent: 8/12/2025 1:28:26 PM Viewed: 8/12/2025 2:57:38 PM Signed: 8/12/2025 2:58:08 PM |
| Electronic Record and Signature Disclosure: Not Offered via DocuSign | | |
| 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) | COPIED | Sent: 7/25/2025 2:58:48 PM |
| Electronic Record and Signature Disclosure: Not Offered via DocuSign | | |
| Cherie Williams cherie.williams@fultoncountyga.gov Fulton County Government Security Level: Email, Account Authentication (None) | COPIED | Sent: 7/25/2025 2:58:48 PM |
| Electronic Record and Signature Disclosure: Not Offered via DocuSign | | |
| Carlos Thomas carlos.thomas@fultoncountyga.gov Division Manager Fulton County Government Security Level: Email, Account Authentication (None) | COPIED | Sent: 7/25/2025 2:58:49 PM Resent: 8/12/2025 2:58:21 PM |
| Electronic Record and Signature Disclosure: Not Offered via DocuSign | | |
| Dian DeVaughn dian.devaughn@fultoncountyga.gov Security Level: Email, Account Authentication (None) | COPIED | Sent: 8/12/2025 2:58:13 PM Viewed: 8/12/2025 3:05:18 PM |
| Electronic Record and Signature Disclosure: Not Offered via DocuSign | | |
| Witness Events | Signature | Timestamp |
| Notary Events | Signature | Timestamp |

| Envelope Summary Events | Status | Timestamps |
|-------------------------|------------------|----------------------|
| Envelope Sent | Hashed/Encrypted | 7/25/2025 2:58:48 PM |
| Envelope Updated | Security Checked | 7/31/2025 1:30:25 PM |
| Envelope Updated | Security Checked | 7/31/2025 1:30:25 PM |
| Envelope Updated | Security Checked | 7/31/2025 1:30:25 PM |
| Certified Delivered | Security Checked | 8/12/2025 2:57:38 PM |
| Signing Complete | Security Checked | 8/12/2025 2:58:08 PM |
| Completed | Security Checked | 8/12/2025 2:58:13 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.

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 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 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.

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