



**FULTON
COUNTY**

**CONTRACT DOCUMENTS FOR
25RFP1338515A-BKJ (E)
Senior In-Home Services**

**For
Senior Services**

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CONTRACT AGREEMENT

Consultant: Spears Home Care, Inc. dba Quality Personal Care

Contract No.: 25RFP1338515A-BKJ, Senior In-Home Services

Address: 4073 Windy Rush Dr. Apt A
City, State East Point, GA 30344

Telephone: 404-751-5090

Email: atlanta@qpcare.com

Contact: Jasmine Spears
Director of Operations

This Agreement made and entered into effective the 1st day of January, 2026, by and between **FULTON COUNTY, GEORGIA**, a political subdivision of the State of Georgia, hereinafter referred to as "**County**", and Spears Home Care, Inc. dba Quality Personal Care, hereinafter referred to as "**Consultant**", authorized to transact business in the State of Georgia.

WITNESSETH

WHEREAS, County through its Senior Services department hereinafter referred to as the "**Department**", desires to retain a qualified and experienced Consultant to perform Vendors will provide homemaker, and personal care services to seniors at their place of residence., hereinafter, referred to as the "**Project**".

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

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

ARTICLE 1. CONTRACT DOCUMENTS

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

- I. Form of Agreement;
- II. Addenda;
- III. Exhibit A: General Conditions;
- IV. Exhibit B: Special Conditions [where applicable];
- V. Exhibit C: Scope of Work
- VI. Exhibit D: Project Deliverables;

- VII. Exhibit E: Compensation;
- VIII. Exhibit F: Purchasing Forms
- IX. Exhibit G: Office of Contract Compliance Forms;
- X. Exhibit H: Insurance and Risk Management Forms

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

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

The Agreement was approved by the Fulton County Board of Commissioners on 12-03-2025 and 25-0934.

ARTICLE 2. **SEVERABILITY**

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

ARTICLE 3. **DESCRIPTION OF PROJECT**

County and Consultant agree the Project is to perform Vendors will provide homemaker, and personal care services to seniors at their place of residence. All exhibits referenced in this agreement are incorporated by reference and constitute an integral part of this Agreement as if they were contained herein.

ARTICLE 4. **SCOPE OF WORK**

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

ARTICLE 5. **DELIVERABLES**

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

ARTICLE 6. **SERVICES PROVIDED BY COUNTY**

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

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

ARTICLE 7. **MODIFICATIONS**

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

ARTICLE 8. **SCHEDULE OF WORK**

Consultant shall not proceed to furnish such services and County shall not become obligated to pay for same until a written authorization to proceed (Notice to Proceed) has been sent to Consultant from County. The Consultant shall begin work under this Agreement no later than five (5) days after the effective date of notice to proceed.

ARTICLE 9. MULTI-YEAR CONTRACT TERM

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

a. Commencement Term

The “Commencement Term” of this Agreement shall begin on the first day of January 2026, the starting date, and shall end absolutely and without further obligation on the part of the county on the 31st day of December 2026. The Commencement Term shall be subject to events of termination and the County’s termination rights that are described elsewhere in this Agreement. Notwithstanding anything contained in this Agreement, the County’s obligation to make payments provided under this Agreement shall be subject to the County’s annual appropriations of funds for the goods, services, materials, property and/or supplies procured under this Agreement by the County’s governing body and such obligation shall not constitute a pledge of the County’s full faith and credit within the meaning of any constitutional debt limitation.

b. Renewal Terms

Unless the terms of this Agreement are fulfilled with no further obligation of the part of either party on or before the final date of the Commencement Term as stated above, or unless an event of termination as defined within this Agreement occurs during the Commencement Term, this Agreement may be renewed at the written option of the County upon the approval of the County Board of Commissioners for three (3) one-year (“Renewal Terms”). However, no Renewal Term of this Agreement shall be authorized nor shall any Renewal Term of this Agreement commence unless and until each Renewal Term has first been approved in writing by the County Board of Commissioners for the calendar year of such Renewal Term. If approved by the County Board of Commissioners, the First Renewal Term shall begin:

Option Period	Option Duration	Start Date	End Date
1	12 months	01-01-2027	12-31-2027
2	12 months	01-01-2028	12-31-2028
3	12 months	01-01-2029	12-31-2029

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

c. Term Subject to Events of Termination

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

d. Same Terms

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

e. Statutory Compliance Regarding Purchase Contracts.

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

ARTICLE 10. COMPENSATION

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

The total contract amount for the Project shall not exceed \$136,000.00, (One Hundred Thirty Six Thousand Dollars and Zero Cents), which is full payment for a complete scope of work.

ARTICLE 11. PERSONNEL AND EQUIPMENT

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

Consultant represents that it has secured or will secure, at its' own expense, all equipment and personnel necessary to complete this Agreement, none of whom shall be employees of or have any contractual relationship with County. All of the services required hereunder will be performed by Consultant under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under law to perform such services.

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

ARTICLE 12. SUSPENSION OF WORK

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

- 1) Immediately discontinue suspended services on the date and to the extent specified in the notice;

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

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

ARTICLE 13. DISPUTES

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

ARTICLE 14. TERMINATION OF AGREEMENT FOR CAUSE

- (1) Either County or Consultant may terminate work under this Agreement in the event the other party fails to perform in accordance with the provisions of the Agreement. Any party seeking to terminate this Agreement is required to give thirty (30) days prior written notice to the other party.
- (2) Notice of termination shall be delivered by certified mail with receipt for delivery returned to the sender.
- (3) **TIME IS OF THE ESSENCE** and if the Consultant refuses or fails to perform the work as specified in Exhibit C, Scope of Work and maintain the scheduled level of effort as proposed, or any separable part thereof, with such diligence as will insure completion of the work within the specified time period, or any extension or tolling there of, or fails to complete said work within such time. The County may exercise any remedy available under law or this Agreement. Failure to maintain the scheduled level of effort as proposed or deviation from the aforesaid proposal without prior approval of County shall constitute cause for termination
- (4) The County may, by written notice to Consultant, terminate Consultant's right to proceed with the Project or such part of the Project as to which there has been delay. In such event, the County may take over the work and perform the same to completion, by contract or otherwise, and Consultant shall be required to provide all copies of finished or unfinished documents prepared by Consultant under this Agreement to the County as stated in Exhibit D, "Project Deliverables".
- (5) Consultant shall be entitled to receive compensation for any satisfactory work completed on such documents as reasonably determined by the County.

- (6) Whether or not the Consultant's right to proceed with the work has been terminated, the Consultant shall be liable for any damage to the County resulting from the Consultant's refusal or failure to complete the work within the specified time period, and said damages shall include, but not be limited to, any additional costs associated with the County obtaining the services of another Consultant to complete the project.

ARTICLE 15. TERMINATION FOR CONVENIENCE OF COUNTY

Notwithstanding any other provisions, the County may terminate this Agreement for its convenience at any time by a written notice to Consultant. If the Agreement is terminated for convenience by the County, as provided in this article, Consultant will be paid compensation for those services actually performed. Partially completed tasks will be compensated for based on a signed statement of completion to be submitted by Consultant which shall itemize each task element and briefly state what work has been completed and what work remains to be done.

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

ARTICLE 16. WAIVER OF BREACH

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

ARTICLE 17. INDEPENDENT CONSULTANT

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

ARTICLE 18. PROFESSIONAL RESPONSIBILITY

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

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

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

ARTICLE 19. **COOPERATION WITH OTHER CONSULTANTS**

Consultant will undertake the Project in cooperation with and in coordination with other studies, projects or related work performed for, with or by County's employees, appointed committee(s) or other Consultants. Consultant shall fully cooperate with such other related Consultants and County employees or appointed committees. Consultant shall provide within his schedule of work, time and effort to coordinate with other Consultants under contract with County. Consultant shall not commit or permit any act, which will interfere with the performance of work by any other consultant or by County employees. Consultant shall not be liable or responsible for the delays of third parties not under its control nor affiliated with the Consultant in any manner.

ARTICLE 20. **ACCURACY OF WORK**

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

ARTICLE 21. **REVIEW OF WORK**

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

ARTICLE 22. **INDEMNIFICATION**

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

This indemnification survives the termination of this Agreement and shall also survive the dissolution or to the extent allowed by law, the bankruptcy of Consultant/Contractor.

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

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

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

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

22.3 Defense. Consultant/Contractor, at Consultant own expense, shall defend each such action, suit, or proceeding or cause the same to be resisted and defended by counsel designated by the Indemnified Person and reasonably approved by Consultant (provided that in all instances the County Attorney of Fulton County Georgia shall be acceptable, and, for the avoidance of doubt, is the only counsel authorized to represent the County). If any such action, suit or proceedings should result in final judgment against the Indemnified Person, Consultant shall promptly satisfy and discharge such judgment or cause such judgment to be promptly satisfied and discharged. Within ten (10) Business Days after receiving written notice of the indemnification request, Consultant shall acknowledge in writing delivered to the Indemnified Person (with a copy to the County Attorney) that Consultant is defending the claim as required hereunder.

22.4 Separate Counsel.

22.4.1 Mandatory Separate Counsel. In the event that there is any potential conflict of interest

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

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

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

ARTICLE 23. CONFIDENTIALITY

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

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

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

ARTICLE 24. OWNERSHIP OF INTELLECTUAL PROPERTY AND INFORMATION

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

ARTICLE 25. COVENANT AGAINST CONTINGENT FEES

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

ARTICLE 26. INSURANCE

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

ARTICLE 27. PROHIBITED INTEREST

Section 27.01 Conflict of interest:

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

Section 27.02 Interest of Public Officials:

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

ARTICLE 28. SUBCONTRACTING

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

ARTICLE 29. ASSIGNABILITY

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

ARTICLE 30. ANTI-KICKBACK CLAUSE

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

ARTICLE 31. AUDITS AND INSPECTORS

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

It shall also permit County and/or representative of the County to audit, examine and make copies, excerpts or transcripts from such records of personnel, conditions of employment and other data relating to all matters covered by this Agreement. Consultant's records of personnel, conditions of employment, and financial statements (hereinafter "Information") constitute trade secrets and are

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

ARTICLE 32. ACCOUNTING SYSTEM

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

ARTICLE 33. VERBAL AGREEMENT

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

ARTICLE 34. NOTICES

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

Notice to County, shall be addressed as follows:

Department of Senior Services
141 Pryor Street
Atlanta, Georgia 30303
Telephone: 404-245-8580
Email: Monique.Chadband@fultoncountyga.gov
Attention: Monique Chadband

With a copy to:

Department of Purchasing & Contract Compliance
Director

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

Notices to Consultant shall be addressed as follows:

Spears Home Care, Inc., Quality Personal Care
4073 Windy Rush Dr Apt A
East Point, GA 30344
Telephone: (404) 751-5090
Email: atlanta@gpcare.com
Attention: Jasmine Spears

ARTICLE 35. **JURISDICTION**

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

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

ARTICLE 36. **EQUAL EMPLOYMENT OPPORTUNITY**

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

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

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

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

ARTICLE 37. **FORCE MAJEURE**

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

ARTICLE 38. **OPEN RECORDS ACT**

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

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

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

ARTICLE 40. **INVOICING AND PAYMENT**

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

Time of Payment: The County shall make payments to Consultant within thirty (30) days after receipt of a proper invoice. Parties hereto expressly agree that the above contract term shall supersede the rates of interest, payment periods, and contract and subcontract terms provided for under the Georgia Prompt Pay Act, O.C.G.A. 13-11-1 et seq., pursuant to 13-11-7(b), and the rates of interest, payment periods, and contract and subcontract terms provided for under the Prompt Pay Act shall have no application to this Agreement; parties further agree that the County shall not be liable for any interest or penalty arising from late payments.

Submittal of Invoices: Invoices shall be submitted as follows:

Via Mail:

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

OR

Via Email:

Email: Accounts.Payable@fultoncountyga.gov

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

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

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

County's Right to Withhold Payments: The County may withhold payments, not to exceed the total of two months' fees of the applicable SOW, for services that involve disputed costs, involve

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

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

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

ARTICLE 41. TAXES

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

ARTICLE 42. PERMITS, LICENSES AND BONDS

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

ARTICLE 43. NON-APPROPRIATION

This Agreement states the total obligation of the County to the Consultant for the calendar year of execution. Notwithstanding anything contained in this Agreement, the obligation of the County to

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

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

ARTICLE 44. **WAGE CLAUSE**

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

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

OWNER:

FULTON COUNTY, GEORGIA

Robert L. Pitts

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

CONSULTANT:

**SPEARS HOME CARE, INC. DBA
QUALITY PERSONAL CARE**

Jasmine Spears

Jasmine Spears
Director of Operations

ATTEST:

Tonya R. Grier

Tonya R. Grier
Clerk to the Commission

(Affix County Seal)



APPROVED AS TO FORM:

Chad Alexis

Office of the County Attorney

APPROVED AS TO CONTENT:

Ladisa Onyiliogwu

Ladisa Onyiliogwu, Director
Department of Senior Services

RCS

RM

ITEM#: _____ RCS: _____	ITEM#: 25-0934E RM: 12/03/2025
RECESS MEETING	REGULAR MEETING



certificate of Insurance

ADDENDA

EXHIBIT A

GENERAL CONDITIONS

GENERAL CONDITIONS

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

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

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

2. Fulton County shall be the sole judge of the quality and the applicability of all proposals. Design, features, overall quality, local facilities, terms and other pertinent considerations will be taken into account in determining acceptability.
3. The successful Offeror must assume full responsibility for delivery of all goods and services proposed in accordance with the executed Contract.
4. The successful Offeror must assume full responsibility for providing warranty service on all goods, materials, or equipment provided to the County in accordance with Contract Article 20.
5. The successful Offeror shall be responsible for the proper training and certification of personnel used in the performance of the services proposed.
6. The successful Offeror shall not assign, transfer, convey, sublet, or otherwise dispose of any contract resulting from the RFP or of any of its rights, title or interest therein without prior written consent of the Fulton County Board of Commissioners.
7. In case of material default by the successful Offeror, Fulton County may procure the articles or services from another source and hold the successful Vendor responsible for any direct damages subject to the Limitation of Liability as set forth in Article 46 above.
8. All proposals and bids submitted to Fulton County are subject to the Georgia "Open Records Act", Official Code of Georgia, Annotated (O.C.G.A.) § 50-18-70 et seq.
9. All proposals and bids submitted to Fulton County involving Utility Contracting are subject to the Georgia law governing licensing of Utility Contractors, O.C.G.A. §43-14-8.2(h).

EXHIBIT B

SPECIAL CONDITIONS

No Special Conditions were required for this Project

EXHIBIT C

SCOPE OF WORK

SCOPE OF WORK

The Consultant shall provide in the home of the service recipient in compliance with the State of Georgia Department of Human Services (DHS) Service Requirements. These requirements are found in the Home and Community Based Services Manual, Sections 208, 306, 308, and 310. Below is a link to the index of service requirements. The successful proposer (s) must read the service requirements and agree to implement services in compliance with the standards. <http://odis.dhs.ga.gov/ChooseCategory.aspx?cid=817>

This contract is intended to identify a group of qualified service providers operating in the North, Central, and/or South regions of Fulton County. Clients will be assigned to vendors on the list on a rotation basis or at the preference of the client. Clients may be reassigned based on client complaints at the discretion of the Fulton County Department of Senior Services. Excessive client complaints may result in the removal of the service provider (either temporary or permanent) from the rotation.

In-home assessments and care plans will be conducted by agencies under contract for Case Management services. The successful proposer (s) will be required to communicate with the Case Management services agencies through in-person, email, zoom, and conference calls to be developed by the County. The successful proposer (s) will also be required to participate in regularly scheduled case review meetings with the Care Management services agencies. The successful proposer will also be required to participate in regular and scheduled meetings with the Fulton County Department of Senior Services Program Managers.

There are three (3) categories to provide In-Home Services:

1. Homemaker Services Only
2. Personal Care Services Only
3. Homemaker Services and Personal Care Services
4. Homemaker Services and Respite Care
5. Homemaker, Personal Care and Respite Care
6. Respite Care Only

IN-HOME SERVICES

State Licensure

Providers of in-home services must demonstrate compliance with all applicable licensure requirements for private home care providers under the Rules and Regulations of the State of Georgia as found at §290-5-54. (Note: entities providing **ONLY** homemaker services are not subject to licensure.) Specific provisions include, but are not limited to:

- (a) Each private home care provider shall have a governing body empowered and responsible to determine organizational policies and procedures and to assure compliance with rules, regulations, policies and procedures.
- (b) The Georgia Department of Human Services may issue a provisional license:
 - (1) To allow a newly established provider a reasonable, but limited, time to demonstrate that its operational procedures comply with applicable rules; or
 - (2) To allow an existing provider a reasonable length of time to comply with these rules and regulations based on an acceptable plan of improvement.
- (c) The provider's administrator and its employees must be qualified, as defined in Georgia

rules and regulations, to direct or work in the program.

- (d) Each separate office location of a provider must obtain separate licensure.
- (e) The provider shall display the license in a prominent and appropriate location at the licensed location;
- (f) The provider may not transfer any license issued under Georgia rules and regulations and must surrender the license to the Department in cases of changes of name, location, ownership or governing body, or if suspended, revoked, or limited. The provider shall notify the Department and the Area Agency 15 days in advance of any change in location.
- (g) Exemptions to licensure include, but are not limited to:
 - (1) When services are provided directly by an individual, either with or without compensation, and not by agents or employees of the individual; not through independent contractors or referral arrangements made by an individual who has ownership or financial interest in the delivery of those services by others who would deliver services.
 - (2) When services are provided by the temporary placement of professionals and paraprofessionals to perform those services in places other than a person's residence;
 - (3) When services are provided by home health agencies, which are licensed under state law;
 - (4) When services are provided in a personal care home by staff of the home.
 - (5) When the services provided are homemaking or housekeeping only in nature and not an integral component of a personal care or companion/supervisory service.

Mandatory Reporting of Suspected Abuse, Neglect or Exploitation

All staff of in-home service provider agencies involved in the direct care of clients in their homes, or supervision of direct care workers, are mandated reporters according to state law and shall be familiar with and be able to recognize situations of possible abuse, neglect or exploitation or likelihood of serious physical harm to persons receiving services. Providers shall develop procedures for reporting suspected abuse, neglect or exploitation to the appropriate law enforcement agency prosecuting attorney, or county department of family and children services.

Service Provision

Specific In-home services to be provided by the successful bidder include:

1. Homemaker Services

Service activities may include planned and routine provision of:

- (a) Housekeeping and home management activities:

- (1) Cleaning, including vacuuming, sweeping, mopping; cleaning bathroom fixtures; dusting; washing inside windows and cleaning blinds on windows if no climbing is required;
 - (2) Laundry, including folding and storing clothing and linens;
 - (3) Ironing and mending clothes and linens;
 - (4) Washing, drying, and storing dishes and utensils;
 - (5) Bagging and placing garbage in collection containers;
 - (6) Making beds and changing linens (only while client is out of bed);
 - (7) Shopping for household essentials, including assisting clients with economical purchasing, consistent with their budgets;
 - (8) Assisting client in organizing household routines;
 - (9) Performing necessary reading and writing tasks, if requested and indicated by client's inability to read due to physical/visual impairment or other inability to read and write and for the purposes of assisting with the activities of daily living;
 - (10) Performing essential errands (obtaining food stamps, picking up prescriptions, posting mail, etc.);
- (b) Meal preparation:
- (1) Assisting in planning meals/menus that are appropriate for the older person's needs and are consistent with the Dietary Guidelines for Americans;
 - (2) Preparing and serving meals; and
 - (3) Using sanitary practices for handling, preparing and storing food.
- (c) Escort assistance: Accompanying a client on trips to obtain health care services and other necessary items and services. (Also see §306.7(b) (9), regarding transporting clients)
- (d) Client education: Instructing clients in ways to become self-sufficient in performing household tasks, when appropriate and beneficial.

2. Personal Care Services

Service activities may include planned and routine provision of:

- (a) Assistance with activities related to the care of the client's physical health, such as:
- (1) Dressing and undressing;
 - (2) Bathing;
 - (3) Shaving;
 - (4) Dental care and oral hygiene;
 - (5) Grooming, including taking care of routine hair and skin needs;
 - (6) Toileting, including assistance with continence care;
 - (7) Self-administration of medication and/ or use of health maintenance equipment;
 - (8) Transferring, including moving in and out of bed;

- (9) Mobility in and around the home and range of motion exercises; and
 - (10) Eating.
- (b) Service activities reported as personal care **do not** include:
- (1) Pet grooming/care;
 - (2) Home repair;
 - (3) Moving heavy objects or furnishings;
 - (4) Physical, speech or occupational therapies;
 - (5) Medical nutrition therapies;
 - (6) Medical social services;
 - (7) Home health aide services provided by a home health agency;
 - (8) Skilled nursing services;
 - (9) Meal preparation;
 - (10) Housekeeping tasks;
 - (11) Household maintenance activities, such as snow removal, hauling firewood, changing storm windows and screens, and yard work;
 - (12) Personal finances and mail, including paying bills and writing checks;
 - (13) Shopping;
 - (14) Performing personal care or other tasks for members of the household other than the client;
 - (15) Providing friendly visiting only;
 - (16) Performing tasks not assigned by the supervisor or case manager and reflected in the care plan

3. Respite Services

Service activities may include planned and routine provision of:

Respite care activities are planned with input from the caregiver, (and the care receiver, if appropriate), based upon an assessment of both of their needs and the degree of physical and/or cognitive impairment of the care receiver. Service activities are grouped into two levels, according to the skill required of the respite care worker to perform the activity.

- (1) Level 1: Helping the care receiver with activities which require no special qualifications/ training, such as providing companionship, supervision, light housekeeping, social or leisure activities, or simple meal preparation (cooking or reheating).
 - (2) Level 2: Helping with activities of daily living for which special qualifications/ training is required, but for which a licensed health practitioner is not required, including personal care, lifting, turning, transferring, providing reminders for and assistance with self-administration of medications.
- (b) Service activities performed by in-home respite care workers do not include:
- (1) Pet grooming/pet care;
 - (2) Home maintenance and repair, including changing storm windows;
 - (3) Moving heavy objects or furnishings; lawn care, gardening, raking or snow removal;
 - (4) Physical, speech or occupational therapies, unless performed by qualified,

- license health care professionals;
- (5) Medical social services;
- (6) Home health aide services provided by a home health agency;
- (7) Assisting with personal finances and mail, including paying bills and writing checks;
- (8) Performing tasks not assigned by the supervisor or case manager and reflected in the care plan.

EXHIBIT D

PROJECT DELIVERABLES

PROJECT DELIVERABLES

This service's intended outcomes are to maintain/ improve quality of life, and for the prevention of unnecessary out of home placement. Additional outcomes include the maintenance/ improvement of the following: personal hygiene, safety, and environmental cleanliness.

Service providers shall ensure that their services achieve the following:

Service Provision meets the requirements and Standards referenced in Section 1.1.

Measured through monitoring visits by the Department of Senior Services Evaluation Team. Service provision is either compliant or non-compliant with Standards as outlined in the HCBS Manual.

- (1) Service Provision meets the requirements of the individual care plans as determined by Case Managers.

Measured by the Program Evaluation Team by comparing a random sampling of Care Plans to actual service provision.

- (2) A service schedule is established for each client and service is provided according to the schedule at least 90% of the time (Client initiated changes in schedule will be accepted.).

Measured by the Program Evaluation Team by comparing a random sampling of scheduled visits to time sheets or electronic records of actual service provision; and results of Customer Satisfaction Surveys.

- (3) Ninety percent (90%) of clients rate services as "Good" or better in annual customer service surveys conducted by the Department of Senior Services.

Measured by the Program Evaluation Team through Customer Satisfaction Surveys.

Supervisory/Monitoring Visits

Appropriate supervisory staff shall make visits to each client's residence, in accordance with time frames established by state licensure requirements or other DAS requirements, starting from the date of initial assessment, or as the level of care requires, to ensure that the client's (and/ or caregiver's if present) needs are met. The visit shall include an assessment of the client's general condition; vital signs, if applicable to the service being provided; a review of progress toward goal attainment; any problems noted; and the client's/caregiver's satisfaction with services. Supervisors also shall observe and note the appropriateness of the level of services being provided.

Emergency contact

Clients will furnish to the provider information on an emergency contact person, which the agency will maintain in its client record. If no emergency contact person is identified, the provider shall list the local law enforcement agency as the contact. The emergency contact person and phone number(s) shall be verified and updated at the time of each reassessment.

Staffing

Providers of in-home services shall have sufficient numbers of qualified staff, as required by the Georgia Department of Human Services rules and regulations, and/ or the Department of Senior Services requirements, to provide services specified in the service agreements with clients.

Orientation and Training Requirements

The successful provider agency shall provide services with personnel who possess the qualifications and competencies to perform requested and agreed upon services of the client or family. The agency maintains documentation that an individual is able to perform assigned duties.

The agency provides "core" training prior to assigning aides to work. Training to be completed within the first year of employment should consist, but is not limited to the following topics:

- Agency policies and procedures;
- The philosophy and values of community integration and consumer-driven care;
- Recognizing/ reporting of suspected abuse, neglect, exploitation;
- Recognizing changes in the client's health condition indicating the need for emergency procedures or health services;
- The agency's code of ethics and employee conduct;
- Client rights and responsibilities;
- The agency's complaint handling process;
- Recognizing/ reporting client progress and problems to supervisory staff;
- The employee's obligation to inform the employer of known exposure to tuberculosis, hepatitis, or any other communicable disease.

The agency requires at least 8 hours of in-service or additional training annually in order to improve each employee's ability to meet the needs of the client/ caregiver and support the accomplishment of service outcomes.

Additional training topics include at a minimum the following:

- Basic communication skills (1 hour)
- Family relationships (1 hour)
- Aging process (1 hour) Working with adults; understanding impairments in ADL/IADL (1 hour)
- Cognitive impairments (1 hour)
- Nutrition (4 hours)
- Cleaning and care tasks in the home. (3 hours)
- The provider instructs each worker on procedures to obtain emergency healthcare assistance.

Staff responsible for directing training needs to ensure that each staff person meets minimum qualifications.

Administrative Requirements

- (a) The providers shall establish and implement written policies and procedures that define the scope of in-home services it offers and the type of clients it serves.
- (b) Provider agencies shall maintain accurate administrative, fiscal, personnel, and client case records that shall be accessible and available to authorized representatives of the Area Agency on Aging, the Division of Aging Services, the Department of Human Resources, and others as required by law.
- (c) Service agreements. No provider shall offer to contract for or provide a client any in-home service that it cannot reasonably expect to deliver.
 - 1) Each provider shall develop and implement policies and procedures for service agreements. All services provided to a client shall be based on the care plan provided by Fulton County DSS and/or a subcontracted case management agency. A written service agreement entered into with the client or the client's

responsible party. The agreement shall include:

- i. The date the provider makes initial contact with the client for services;
- ii. The date of referral;
- iii. Description of services/ activities needed, as stated by the client or responsible party;
- iv. A description of the services to be provided; and expected days, times frequency and duration of visits;
- v. Information regarding the client's/ family's opportunity to contribute voluntarily toward the cost of services;
- vi. The client's acknowledgement of receipt of "Client's Rights and Responsibilities" written notification. (See Appendix A for listing of rights and responsibilities);
- vii. A telephone number for the provider which the client can call for information, questions, or complaints about the services supplied by the provider and information regarding supervision by the agency of the services to be provided;
- viii. The telephone number of the state licensing authority (DCH Healthcare Facility Regulation Division) for information and filing of complaints which have not been resolved satisfactorily at the local level, for those agencies providing services subject to state licensure; or the number of the Area Agency on Aging and Division of Aging Services, if not subject to licensure;
- ix. Signatures of the provider's representative and the client or responsible party and date signed; or in the case of refusal to sign, such refusal shall be noted on the agreement with an explanation from the provider's representative.

Providers shall complete service agreements for new clients *not later than the second visit to the client's residence to provide services, or not later than seven calendar days after services initially are provided in the residence, whichever date is earlier.* If unable to complete the service agreement for good cause, the provider will document the reasons in the client record. Subsequent revisions to the initial service agreement may be indicated by the provider noting in the client record the specific changes in services(e.g. addition, reduction or deletion of services, changes in duration, frequency or scheduling; changes in charges for service, etc..) that will occur, documentation that changes were discussed with and agreed to by client/responsible party, who signed the initial agreement prior to the be indicated by the provider noting in the client record the specific changes in service (e.g. addition, reduction or deletion changes occurring.

- (d) The client has the right to cancel any service agreement prior to notifying the provider of cancellation. The provider may assess a reasonable charge for travel and staff time if notice of cancellation is not provided in time to cancel a previously scheduled home visit for service delivery.
- (e) The provider agency shall furnish adequate identification (ID) to employees who provide in-home services or who have direct contact with clients/caregivers.
 1. Each employee shall carry the ID and either wear it on his/her person or present it to the client/caregiver upon request.
 2. An adequate ID is one that is made of permanent materials and which shows the provider agency name, the employee's name, title, and photograph.
 3. The provider shall issue the ID at the time of employment and shall require the return of ID from each employee upon termination of employment

- (f) The agency shall ensure that no in-home services worker is a member of the immediate family of the client/ caregiver being served by that worker.
- (g) Each provider agency shall establish and enforce a code of ethics which is distributed to all employees and clients/families. The code shall provide for workers' use of bathroom facilities, and with the client's consent, allow workers to eat lunch or snacks, provided by the workers, in the client's home. The code of ethics shall include, at a minimum, prohibitions regarding:
 - 1. Consumption of clients' food or drink, except for water.
 - 2. Use of clients' telephones for personal calls.
 - 3. Discussion of one's own or others' personal problems, religious or political beliefs with the client.
 - 4. Bringing other persons, including children, not involved in providing care to the clients' homes.
 - 5. Solicitation or acceptance of tips, gifts, or loans in the form of money or goods for personal gain from clients/caregivers.
 - 6. Consumption of alcoholic beverages, or use of medicines or drugs for any purpose, other than as ordered or prescribed for medical treatment, in the clients' homes or prior to being present in the home to provide services.
 - 7. Smoking in clients' homes.
 - 8. Breach of the clients'/caregivers' privacy or confidentiality of information and records.
 - 9. Purchase of any item from the client/caregiver, even at fair market value.
 - 10. Assuming control of the financial or personal affairs, or both, of the client or his/her estate, including accepting power of attorney or guardianship.
 - 11. Taking anything from the client's home.
 - 12. Committing any act of abuse, neglect or exploitation.
- (h) Agency Administrator. The governing body shall appoint an administrator who shall have full authority and responsibility for the operation of the provider organization and who meets the minimum qualifications of the Rules and Regulations of the State of Georgia, §290.5.54.-09(3). In addition to the minimum qualifications set by state rules, the administrator shall, by virtue of education, training and/ or experience, demonstrate the ability to manage the aging program services.
- (i) Record keeping
 - 1) Client records. Providers shall maintain separate files containing all written records pertaining to the services provided for each client served, including, at a minimum, the following:
 - i. Assessment and reassessment documentation, gathered through the use of instruments or inventories specified or approved by the Department of Senior Services;
 - ii. Identifying information including the name, address, telephone number of the client/ responsible party, if applicable;
 - iii. Current service agreement;
 - iv. Current service or care plan;
 - v. Documentation of tasks performed by homemaker, personal, or respite care staff.
 - vi. Documentation of findings of home supervisory visits unless reflected in the service plan.
 - vii. Any material reports from or about the client that relate to the care being provided, including items such as progress notes and problems reported

by employees of the provider agency; communications with personal physicians or other health care providers; communications with family members or responsible parties, and the like.

- viii. The names, addresses and telephone numbers of the client's personal physicians, if any, if applicable to the service being provided;
- ix. The date of the referral.
- x. Any and all additional information requested or required by the Division.

2) Retention and confidentiality of client records.

- i. Providers shall establish and implement written policies and procedures for the maintenance and security of client records, specifying who shall supervise the maintenance of records; who shall have custody of records; to which records may be released and for what purposes.
- ii. At a minimum, providers shall retain client records for five years from the date of the last service provided.
- iii. Providers shall maintain the confidentiality of client records.
- iv. Employees of the provider shall not disclose or knowingly permit the disclosure of any information in a client record except to appropriate provider staff, the client, the responsible party (if applicable), the client's physician or other health care provider, the Department of Human Services, the Division of Aging Services, other individuals authorized by the client in writing, or by subpoena.

3) Personnel records

Providers shall maintain separate written records for each employee, including the following:

- i. Identifying information: name, address, telephone number, emergency contact person(s);
- ii. Employment history for previous five years or complete history if the person has not been employed for five years;
- iii. Documentation of qualifications;
- iv. Documentation of a satisfactory tuberculosis screening test upon employment and annually thereafter;
- v. Date of employment;
- vi. Individual job descriptions or statements of persons' duties and responsibilities;
- vii. Documentation of completion of orientation and training requirements.
- viii. Documentation of an annual performance evaluation, at a minimum; and
- ix. If the agency requires employees to be bonded, documentation of bonding, if employee performs homemaker functions which permits limited or unlimited access to the client's personal funds. If coverage is provided through a general liability policy, the provider need not maintain documentation separately in each personnel file.

4) Reports of complaints and incidents

Providers shall maintain:

- i. Files of all documentation of complaints submitted in accordance with Rules and Regulations of the State of Georgia;
- ii. All incident reports or reports of unusual occurrences (falls, accidents, etc.)

- that affect the health, safety and welfare of the clients, for a minimum of five years;
- iii. Documentation of action taken by the provider to resolve clients' complaints and to address any incident reports or unusual occurrences.

Provider Quality Assurance and Program Evaluation

- (a) Providers of in-home services shall develop and implement an annual plan to evaluate and improve the effectiveness of program operations and services to ensure continuous improvement in service delivery. The provider shall include direct care workers and supervisory staff in the evaluation process and in the development of improvement goals and strategies.
- (b) The process shall include, but not be limited to:
 - i. A review of the existing program's operations.
 - ii. Satisfaction survey results from participants and their caregivers (when involved), and job satisfaction survey results from staff.
 - iii. Program modifications made that responded to changing needs of participants and staff.
 - iv. Proposed program and administrative improvements.
 - v. The agency shall prepare and submit annually to the Fulton County Department of Senior Services a written report, which summarizes evaluation findings, improvement goals and implementation plan. The report shall be submitted no later than the end of the second quarter of the new fiscal year (June 30.)

Fiscal Management

Contractors providing in-home services shall practice sound and effective fiscal planning and management, financial and administrative record keeping and reporting. Area Agencies and contractors will use the Division's Uniform Cost Methodology on an annual basis to analyze, evaluate and manage the costs of the program.

Quality Assurance and Compliance Monitoring

The Area Agency on Aging (the Atlanta Regional Commission), the Georgia Human Services Department, Division of Aging Services, and the Fulton County Department of Senior Services periodically will monitor and evaluate in-home service program performance to determine the degree to which defined program outcomes and objectives, and individual client outcomes, have been or are being accomplished. The Area Agency shall monitor for compliance with these and any other requirements not reviewed by any other entity and evaluate contract agency performance on at least an annual basis, also taking into account the provider's self-evaluation findings and program improvement plans (Ref: §208.13).

The Fulton County Department of Senior Services shall measure acceptable Service Outcomes on the following basis.

- (a) Service Provision meets the requirements Scope of Work section of the agreement and Standards referenced in Section 1.1.
- (b) Service Provision meets the requirements of the individual care plans as determined by Case Managers.
- (c) A service schedule is established for each client and service is provided according

to the schedule at least 90% of the time (Client initiated changes in schedule will be accepted.).

- (d) Ninety percent (90%) of clients rate services as “Good” or better in annual customer service surveys conducted by the Department of Senior Services.

The Fulton County Department of Senior Services shall monitor allowable costs in accordance with Older Americans Act funding and the uniform administrative requirements, cost principles, and audit requirements for Federal awards. A member of the Fulton County Grant Compliance team and/or a member of the Fulton County Senior Services team will conduct annual fiscal monitoring.

The Fulton County Department of Senior Services shall provide written feedback to contractors on the findings as well as any technical assistance necessary for continuous quality improvement.

Reporting

The successful proposer must report activities monthly in a format to be provided by the County. The County is willing to adapt reporting formats, if the successful vendor has an automated system in place and the reports are acceptable to the County.

Performance Activity	Performance Expectations	Consequences, if non-compliant
Timeliness of Monthly Reporting	Received by the 6 th Calendar Day of the following month	May result in delay in payment Chronic late reports may require the selected proposer to submit a corrective action plan
Delivery of services	Provide and implement services delivery model to 80% of qualified customers.	Will result in Corrective Action Plan and strategy plan to attain 80% requirement
Referrals	100% of referrals will be contacted	Will result in Corrective Action Plan and strategy plan to attain 100% requirement

<u>Agency Wide Reporting</u>		
Completeness of Monthly Reports	Monthly Reports are to include all information outlined in this RFP	May result in denial of payment for services related to missing items
Accuracy of Reporting	Monthly Reports submitted by the selected proposer should be accurate and agree with entries in the Wellsky System	Payment adjustments may be calculated and applied to compensate for inaccuracies.
Reporting Services Deliveries through Wellsky	Services Deliveries for all services must be entered into Wellsky by the 6 th calendar day of the following month	May result in denial of payment for documented Service Deliveries

Agency-wide Reporting

Project Deliverable	Performance Requirement
Enter Services Deliveries into Wellsky and the specified DSS platform	Monthly, by the 6 th calendar of the month following the services delivery
Submit Monthly Report	By the 6 th calendar day of the month following the report month
Submit Invoice	By the 6 th calendar day of the month following the report month
Submit Weekly Contractor Report: (Report will contain, the following: <ul style="list-style-type: none"> • How many receive services • Missed appointments • % of those getting services, etc. 	By Thursday of each week.

EXHIBIT E

COMPENSATION

COST PROPOSAL FORM

Solicitation: 25RFP1338515A-BKJ – In-Home Services (Homemaker, Personal Care, Respite)

Proposer (Legal Name): Spears Home Care, Inc. d/b/a Quality Personal Care

Address: 2459 Roosevelt Highway C21D, College Park, GA 30337

Primary Contact: Jasmine Spears, Director of Operations

Phone: (404) 751-5090 ext. 0 | **Email:** atlanta@qpcare.com

Proposed Hourly Rates (must not exceed County maximum):

Service Type	Up to 2.5 Hours	3+ Hours
Homemaker	\$30.00 / hour	\$30.00 / hour
Personal Care	\$30.00 / hour	\$30.00 / hour
Respite Care	\$30.00 / hour	\$30.00 / hour

Acknowledgments (check or leave as text):

- These rates are **at or below the County’s maximum hourly reimbursement rate (\$30.00/hour)** for all listed services.
- Rates are **fully burdened** and include wages, supervision, training, admin/overhead, insurances, supplies required by the Scope of Work, and compliance with EVV and reporting.
- Any renewal-year rate adjustments, if requested by the County, **shall not exceed the “Five Year Annual Growth” percentage for Georgia** in the Genworth Cost of Care Survey.
- Billing will reflect **authorized, EVV-verified hours actually delivered.**

Authorized Signature

Name: **Jasmine Spears**

Title: **Director of Operations (Authorized Agent)**

Signature: _____ Date: 08/27/2025

COMPENSATION

The County agrees to compensate the Consultant as follows:

County agrees to compensate Consultant for all services performed under this Agreement in an amount not to exceed \$136,000.00. The detailed costs are provided below:

EXHIBIT F

PURCHASING FORMS



FULTON COUNTY

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Contractor's Name:	Spears Home Care, Inc. d/b/a Quality Personal Care
Project No. and Project Title:	RFP#: 25RFP1338515A-BKJ - In-Home Services

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:

1108160

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

8/27/2025

Date of Authorization

Jasmine Spears, Director of Operations

Authorized Officer or Agent (Name of Contractor)

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

Jasmine Spears

Printed Name (of Authorized Officer or Agent of Contractor)

Director of Operations

Title (of Authorized Officer or Agent of Contractor)

[Handwritten Signature]

Signature (of Authorized Officer or Agent)

8/27/2025

Date Signed

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

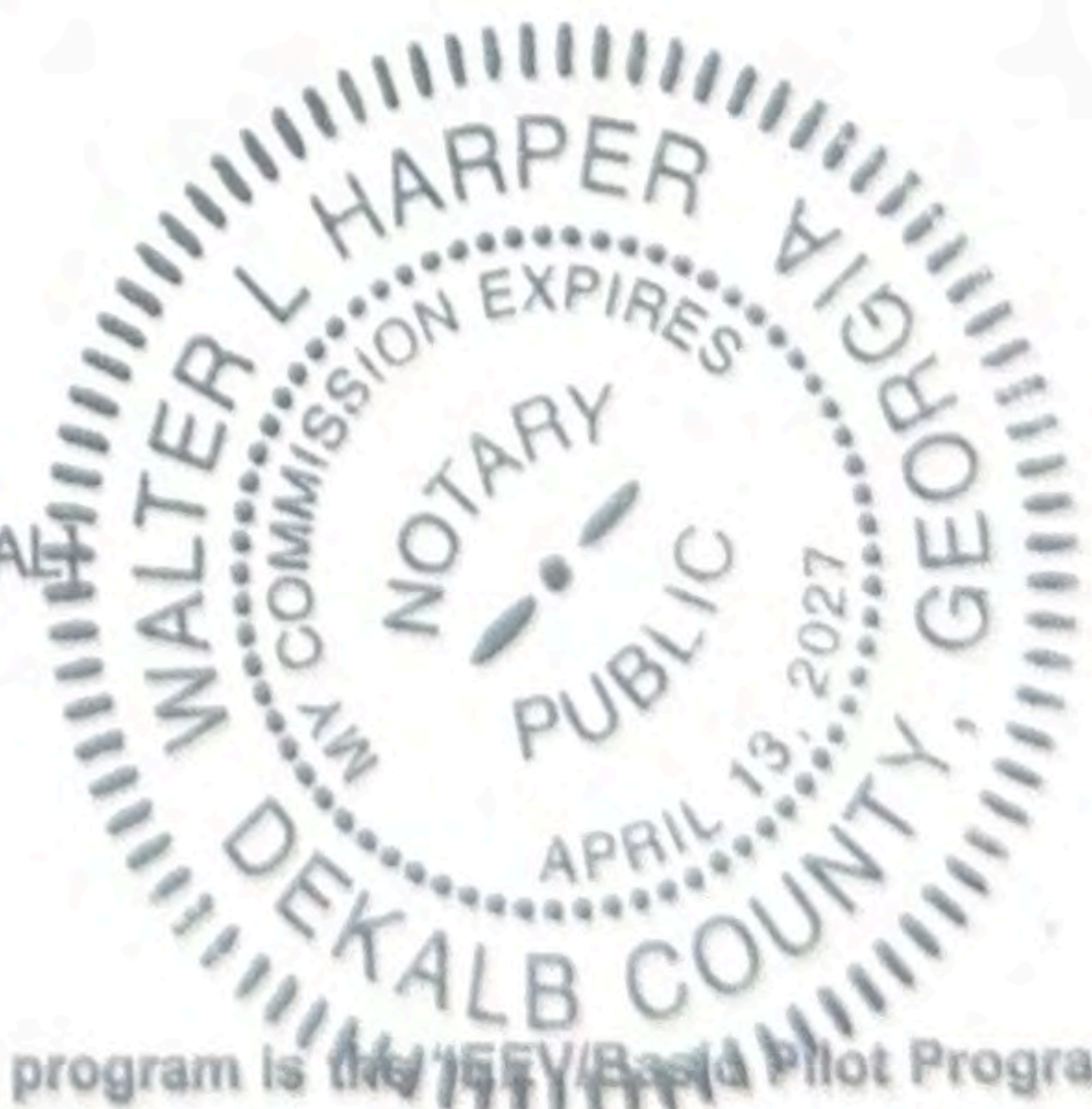
27th DAY OF August, 2025

[Handwritten Signature of Notary Public]

Notary Public

My Commission Expires: April 13, 2027

(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).

FORM C: OFFEROR'S DISCLOSURE FORM AND QUESTIONNAIRE

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

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

Dr. Cedrick Spears - Chief Executive Officer - 2459 Roosevelt Hwy,
Suite C-21D, College Park, GA 30337

Jasmine Spears - Director of Operations - 2459 Roosevelt Hwy,
Suite C-21D, College Park, GA 30337

Carolyn Ross - Office Manager - 2459 Roosevelt Hwy, Suite C-21D, College
Park, GA 30337

2. Please describe the general development of said Offeror's business during the past five (5) years, or such shorter period of time that said Offeror has been in business.

Quality Personal Care, Inc was founded in 2007 to provide home-based personal care services in the Clarksville, TN area. In 2015 we expanded to the Greater Atlanta area and added VA homemakers program Partnership along with medicaid waiver program. Over the last 5 years; we've grown from 10 clients to over 80 active clients across both locations, maintaining a 98% client-satisfaction rate.

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

Fulton County relationships - none

current or past contracts - none

board memberships/family ties - none

QPC has not held any county contracts nor do any officers or directors serve on Fulton County boards.

LITIGATION DISCLOSURE:

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

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

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

Circle One: YES NO

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

Circle One: YES NO

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

Circle One: YES NO

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

Circle One: YES NO

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

Circle One: YES NO

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

Circle One: YES NO

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

Circle One:

YES

NO

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

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

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

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

[SIGNATURES ON NEXT PAGE]

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

On this 27th day of August, 2025

Jasmine Spears 8/25/25
(Legal Name of Proponent) (Date)

[Signature] 8/25/25
(Signature of Authorized Representative) (Date)

Director of Operations
(Title)

jia

Sworn to and subscribed before me,

This 27 day of August, 2025

Walter L Harper
(Notary Public) (Seal)

Commission Expires April 13, 2027
(Date)



(ATTACH COPY OF LICENSE)

FORM D: GEORGIA PROFESSIONAL LICENSE CERTIFICATION

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

Contractor's Name: Speers Home Care, Inc dba Quality Personal Care

Performing work as: Prime Contractor Subcontractor/Sub-Consultant

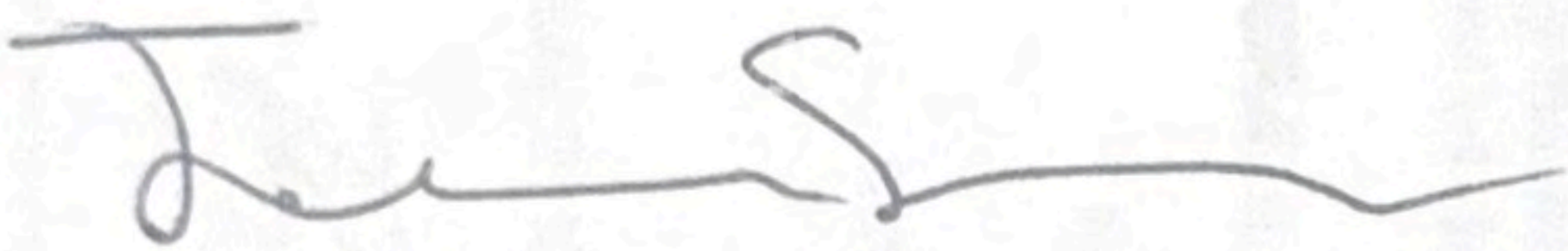
Professional License Type: Private home care provider permit - state of Georgia
Department of Community Health

Professional License Number: O6D-R-1793

Expiration Date of License: N/A remains in effect unless revoked, suspended,
or returned.

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

Signed:



Date:

8/27/2025

(ATTACH COPY OF LICENSE)



GEORGIA DEPARTMENT OF
COMMUNITY HEALTH

STATE OF GEORGIA PRIVATE HOMECARE PROVIDER PERMIT

This is to certify that a license is hereby granted to

SPEARS HOME CARE INC
(Name of Governing Body)

to operate as a Private Home Care Provider named as

SPEARS HOME CARE INC
(Name of Facility)

providing

NURSING, PERSONAL CARE, AND COMPANION OR SITTER

located at

2459 ROOSEVELT HIGHWAY C21D
(Street)

in

COLLEGE PARK
(City or Town)

, County of

FULTON

, Georgia.

Permit effective date:

February 22, 2023

, and remains in effect unless revoked, suspended or returned.

"This license is granted pursuant to the authority vested in the Department of Community Health, Official Code of Georgia, Annotated Title 31, Chapter 7, and signifies that the provider complies with the Rules and Regulations of the Department of Community Health on the date this license was issued."

THIS PERMIT IS NOT TRANSFERABLE

Permit No:

060-R-1793

In Witness Whereof, we have hereunto set our hand this

22nd

day of February,

2023

GEORGIA DEPARTMENT OF COMMUNITY HEALTH

HEALTHCARE FACILITY REGULATION DIVISION

Benjamin Arbise, Deputy Chief

STATE OF GEORGIA
COUNTY OF FULTON

FORM E: LOCAL PREFERENCE AFFIDAVIT OF BIDDER/OFFEROR

I hereby certify that pursuant to Fulton County Code Section 102-377, the Bidder/Offeror Jasmine Spears is eligible to receive local preference points and has a staffed, fixed, physical, place of business located within Fulton County and has had the same for at least one (1) year prior to the date of submission of its proposal or bid and has held a valid business license from Fulton County or a city within Fulton County boundaries for the business at a fixed, physical, place of business, for at least one (1) year prior to the date of submission of its proposal or bid.

Affiant further acknowledges and understands that pursuant to Fulton County Code Section 102-377, in the event this affidavit is determined to be false, the business named herein shall be deemed "non-responsive" and shall not be considered for award of the applicable contract.

Spears Home Care, Inc d/b/a Quality Personal Care
(BUSINESS NAME)

2459 Roosevelt Hwy, Suite C-21D, College Park, GA 30337
(FULTON COUNTY BUSINESS ADDRESS)

Director of Operations
(OFFICIAL TITLE OF AFFIANT)

Jasmine Spears
(NAME OF AFFIANT)

[Signature]
(SIGNATURE OF AFFIANT)

Sworn to and subscribed before me,

This 27 day of August, 2025

Walter L Harper
(Notary Public) (Seal)

Commission Expires: April 13, 2027
(Date)



PROPERTY LEASE

1. **PARTIES.** This lease is made as of 10/24/2022 by and between AIRPORT EXECUTIVE OFFICE PARK II, LLC, hereinafter called "Lessor", and, **Spears Home Care Inc/ Quality Personal Care & Cedric Spears** hereinafter called "Lessee".
2. **PREMISES.** Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the property described as **C21D 2459 Roosevelt Hwy. College Park 30337** called the ("Building"), in the City of College Park, State of Georgia.
3. **TERMS.** The terms of this lease shall be for a period of 12 months commencing on November 1st 2022 and terminating on October 31st 2023. Notwithstanding the commencement date hereafter set forth, for any reason Lessor can not deliver possession of the Premises to Lessee on said date, Lessor shall not deliver possession of the Premises to Lessee on said date, Lessor shall not be subject to any liability therefore nor shall such failure affect the validity of this Lease or the obligations of Lessee hereunder or extend the terms hereof; but in such case Lessee shall not be obligated to pay rent until possession of the Premises is tendered to Lessee. If Lessee occupies the Premises pursuant to the written permission of Lessor prior to the commencement date hereinafter set forth, such occupancy shall not advance the termination date herein above set forth, and Lessee shall pay rent for the period of such occupancy at the monthly rate set forth in Article 4.
4. **RENT.** Lessee shall pay Lessor rent \$500 to include approximately 207 **square feet**. Said rent shall be payable in lawful money of the United States at the office maintained by Lessor in the Building or at such other place as Lessor may from time to time designate in writing, if any installment of rent or Any sums due under the terms of this lease shall not be received by Lessor or its Designee on or before the 5th day of the month, Lessee shall pay a "late charge" of 10% of such installment or sums due for said month. The imposition of such "late charge," however, shall not constitute a waiver of such default nor prevent Lessor from exercising any other rights and remedies granted hereunder. There will be a 5% charge of the face value of check to Lessee or \$25.00 (whichever is greater) for any returned checks.
5. **PARKING**
6. **SECURITY DEPOSIT.** Lessee had deposited with Lessor \$500 security for the full and faithful performance of every provision of the Lease to be performed by Lessee. If Lessee fails to pay rent or other charges due hereunder, or otherwise defaults with respect of any provision of the Lease, Lessor may upon reasonable notice to Lessee use, apply or retain all or any portion of said security deposit for the payment of any rent or other charges in default or for the payment of any other sum to which Lessor so uses or applies any portion of said security deposit. Lessee shall within 10 days after written demand therefore deposit cash with Lessor in an amount sufficient to restore said deposit to the full amount herein above stated and Lessee's failure to do so shall be a material breach of this Lease. Lessor shall not be required to keep said deposit separate from its general

accounts. If Lessee shall fully and faithfully perform every provision of this lease to be performed by it, the said deposit, or so much thereof as has not therefore been applied by Lessor, shall be returned, without payment of interest or other increment for its use, to Lessee (or, at Lessor's option, to the last assignees, if any, of Lessee's interest hereunder) at the expiration of the term hereof. The payment by Lessee of such deposit or the application thereof by Lessor in the manner herein provided, shall not constitute nor be construed as a limitation upon the exercise by Lessor of any other rights or remedies provided to Lessor under the terms of this Lease in the event of Lessee's default. Lessee shall pay to Lessor, or to such other persons or organizations as may be respectively entitled thereto, all of the charges provided to be paid by Lessee pursuant to any other Article hereof.

7. USE. The premises shall be used and occupied only for **home care business** and such related purposes necessary to carry on the business operation of Lessee and shall not be used or occupied for any other purpose without the prior written consent of Lessor. The Premises shall not be used or occupied in violation of law or the certificate of occupancy issued for the Building of which the Premises are a part, and Lessee shall, upon 5 days written notice from Lessor, discontinue any use of the Premises which is declared by any governmental authority having jurisdiction of law or of said certificate of occupancy. Lessee shall comply with any direction of any governmental authority having jurisdiction which shall by reason of the nature of Lessee's use or occupancy of the Premises, impose any duty upon Lessee or Lessor with respect to the Premises or with respect to the use or occupancy thereof. Lessee shall not do or permit to be done anything which shall invalidate or increase the cost of any fire and extended coverage insurance policy covering the building and/or property located therein and shall comply with all reasonable rules, order, regulations and requirements of any insurance rating organization which establishes rates for the Building. Lessor shall promptly demand reimbursement from Lessee for any additional premiums charged for such policy by reason of Lessee's failure to comply with the provisions of this Article. Lessee shall comply at all times with the Rules and Regulations of the Building, attached hereto as Exhibit "B" and each reasonable addition to or modifications thereof as Lessor may from time to time reasonably adopt for the safety, care, cleanliness and preservation of good order in the Building. Lessor shall not be liable to Lessee for the failure of any other Lessee, or any other person, to comply with such Rules and Regulations. Lessor expressly reserves the right from time to time to grant to any Lessee an exclusive right to conduct a particular business within the Building, provided such business being conducted by a Lessee in the Premises and provided that the grant of an exclusive right will not adversely impact Lessee's use of the Premises as set forth in Article 8 or otherwise adversely affect Lessee's business operation. In such a case, Lessor, upon written notice to Lessee at any time, may direct Lessee thereafter not to use or occupy the Premises for any business described in such notice that have been exclusively granted to another. Any violation of this provision by Lessee shall be material breach of the Lease entitling Lessor to exercise any rights or remedies contained herein or provided by law. This provision, however, shall not restrict Lessee from using or occupying the Premises for any business which it has openly conducted in the Premises prior to the receipt of any such notices, provided such use or occupancy is not in violation thereof.

8. ALTERATIONS. Lessee shall make no alterations, additions, or improvements to the Premises without the prior written consent of Lessor and Lessor may impose, as a condition of such consent, such requirements as Lessor in its sole direction may deem reasonable or desirable, including, without limiting the generality of the foregoing requirements as to the manner in which the work shall be done and the contractor to do the work. All such alterations, additions, or improvement shall, though made by Lessee at its sole costs and expense, become the property of Lessor and remain on the Premises.

9. CONDITION OF PREMISES. Lessee acknowledges that neither Lessor nor any agent of Lessor has made any representation or warranty with respect to the Premises or the Building or with respect to the suitability of either for the conduct of Lessee's business.

10. ASSIGNMENT AND SUBLETTING. Lessee shall not assign, transfer, mortgage or otherwise encumber all or any part of Lessee's interest in this Lease or in the Premises, and shall not sublet all or any part of the Premises, without prior written consent of Lessor. In each instance, any attempted assignment, transfer, mortgage, encumbrance or subletting without such consent shall be wholly void. This Lease shall not be assignable by operation of law, except that if Lessee is a natural person, this Lease shall be upon the estate of Lessee. No subletting or assignment, even with the consent of Lessor, shall relieve Lessee of its obligation to pay the rent and to perform all of the obligations to be performed by Lessee hereunder. Consent to one sublease or assignment shall not be consent to successive or future sublease or assignments. The acceptance of rent by Lessor from any other person shall not be deemed to be a waiver by Lessor of any provision of this Lease or to be consent to any assignment or subletting.

11. DEFAULTS, REMEDIES. The occurrence of any one or more of the following events shall constitute a material default and breach of the Lease by Lessee: (a) the abandonment of the Premises by Lessee. (The physical absence of ten consecutive days or more after default in payment of rent shall constitute abandonment.) (b) The failure by Lessee to make any payment of rent or any other payment required to be made by Lessee hereunder, when due. (c) The failure by Lessee to observe or perform any of the covenants, conditions or provisions of this Lease to be observed or performed by Lessee, where such failure shall continue for a period of ten days after written notice thereof from Lessor to Lessee; provided; however, that if the nature of Lessee's default cannot be cured solely by payment of money and that more than ten days is reasonably required for its cure, then Lessee shall not be deemed to be in default if Lessee shall commence such cure within said ten day period and thereafter diligently prosecute such cure to completion. (d) The making by Lessee of any assignment for the benefits of creditors or of any general arrangement for the benefit of creditor. (e) The filing by or against Lessee of a petition of bankruptcy or a petition for reorganization or arrangement under any law relating to bankruptcy. (f) The appointment of a trustee or receiver to take possession of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease, where possession is not restored to Lessee within 30 days. (g) The attachment, execution or other judicial seizure of

8. ALTERATIONS. Lessee shall make no alterations, additions, or improvements to the Premises without the prior written consent of Lessor and Lessor may impose, as a condition of such consent, such requirements as Lessor in its sole direction may deem reasonable or desirable, including, without limiting the generality of the foregoing requirements as to the manner in which the work shall be done and the contractor to do the work. All such alterations, additions, or improvement shall, though made by Lessee at its sole costs and expense, become the property of Lessor and remain on the Premises.

9. CONDITION OF PREMISES. Lessee acknowledges that neither Lessor nor any agent of Lessor has made any representation or warranty with respect to the Premises or the Building or with respect to the suitability of either for the conduct of Lessee's business.

10. ASSIGNMENT AND SUBLETTING. Lessee shall not assign, transfer, mortgage or otherwise encumber all or any part of Lessee's interest in this Lease or in the Premises, and shall not sublet all or any part of the Premises, without prior written consent of Lessor. In each instance, any attempted assignment, transfer, mortgage, encumbrance or subletting without such consent shall be wholly void. This Lease shall not be assignable by operation of law, except that if Lessee is a natural person, this Lease shall be upon the estate of Lessee. No subletting or assignment, even with the consent of Lessor, shall relieve Lessee of its obligation to pay the rent and to perform all of the obligations to be performed by Lessee hereunder. Consent to one sublease or assignment shall not be consent to successive or future sublease or assignments. The acceptance of rent by Lessor from any other person shall not be deemed to be a waiver by Lessor of any provision of this Lease or to be consent to any assignment or subletting.

11. DEFAULTS, REMEDIES. The occurrence of any one or more of the following events shall constitute a material default and breach of the Lease by Lessee: (a) the abandonment of the Premises by Lessee. (The physical absence of ten consecutive days or more after default in payment of rent shall constitute abandonment.) (b) The failure by Lessee to make any payment of rent or any other payment required to be made by Lessee hereunder, when due. (c) The failure by Lessee to observe or perform any of the covenants, conditions or provisions of this Lease to be observed or performed by Lessee, where such failure shall continue for a period of ten days after written notice thereof from Lessor to Lessee; provided; however, that if the nature of Lessee's default cannot be cured solely by payment of money and that more than ten days is reasonably required for its cure, then Lessee shall not be deemed to be in default if Lessee shall commence such cure within said ten day period and thereafter diligently prosecute such cure to completion. (d) The making by Lessee of any assignment for the benefits of creditors or of any general arrangement for the benefit of creditor. (e) The filing by or against Lessee of a petition of bankruptcy or a petition for reorganization or arrangement under any law relating to bankruptcy. (f) The appointment of a trustee or receiver to take possession of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease, where possession is not restored to Lessee within 30 days. (g) The attachment, execution or other judicial seizure of

substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease, where such seizure is not discharged within thirty days. If Lessee is more than 30 days late, at owner's request, electricity will be turned off until balance is paid in full.

11.1 REMEDIES. In the event of any such material default or breach by Lessee, Lessor may at any time thereafter, with or without notice and demand and without limiting Lessor in the exercise of any other right or remedy which Lessor may have by reason of such default or breach: (a) Without terminating the Lease, (i) re-enter the Premises with a process of law and take possession of the same and all equipment furniture, and fixtures therein, including the right to change door locks and suspend utilities services, (ii) expel or remove Lessee and all other parties occupying the Premises, using such force as may be reasonably necessary to do so, without being liable to any prosecution for such re-entry provided that same is in accordance with appropriate process of law, (iii) at any time and from time to time relet the Premises or any part thereof for the account of Lessee, and (iv) at any time and from time to time relet the Premises or any part thereof for the account of Lessee, for such terms, upon such conditions and at such rental as Lessor in Lessor's sole discretion may deem appropriate, with the right to repair, renovate, remodel, redecorate, alter and change the Premises. In such event Lessor may receive and collect from the rent from such reletting and apply it as follows: first, against any amount due from Lessee hereunder other than rent, second against costs and expenses of reletting, including without limitation, such expenses as Lessor may have incurred in recovering possession of the Premises, placing the same in good order and condition, altering, or repairing the same or reletting and all other expenses, commissions and charges, including reasonable fees of attorneys and real estate brokers that Lessor may have paid or incurred in connection with such repossession and reletting; and third, against payment of rent and other charges due hereunder. Any deficiency after such application shall be payable monthly by Lessee to Lessor. In no event shall Lessor be entitled to excess rent over and above the obligation of Lessee. Lessor may execute any lease made pursuant hereto in Lessor's name or in the name of Lessee, as Lessor may see fit, and the Lessor hereunder shall be under no obligation to provide the Lessee of any application by Lessor of any rent collected hereunder. Whether or not the Premises are relet, Lessee shall pay Lessor all amounts required to be paid by Lessee up to date to Lessor's re-entry and thereafter Lessee shall pay Lessor, until the end of the term hereof; the amount of all rent and other charges required to be paid by Lessee hereunder, less the proceeds of such reletting during the term hereof; if any, after payment of Lessor's expenses as provided above. Such payments by Lessee shall be due at such times as provided elsewhere in this Lease, and Lessor need not wait until the termination of this Lease to recover them by legal action. Lessor shall not by any re-entry or other act be deemed to have terminated this Lease or the liability of Lessee for the total rent reserved hereunder. Lessor shall give Lessee written notice of Lessor's election to terminate this Lease or (b) Terminate this lease by giving written notice to Lessee and, if such is given to: (i) re-enter the Premises with process of law and (ii) expel or remove Lessee and all other parties occupying the Premises, using force as may be reasonably necessary to do so, without being liable to any prosecution for such re-entry of for the use of such force provided the same is in accordance with process of

law. Lessor may also terminate this Lease upon written notice. Lessor shall forthwith become entitled to recover from Lessee the worth, at the time of such termination of the excess, if any, of the rent and other charges required to be paid by Lessee hereunder for the balance of the term hereof if this Lease had not been so terminated over the then reasonable value of the Premises for the same period.

11.2 LIEN. Lessee hereby grants to Lessor a Lien upon all personal property belonging to Lessee and upon all the right, title and interest of Lessee in and to all personal property in the possession of Lessee which may be in the Premises for the rent due from Lessee pursuant to the terms of this Lease and for any other monies or damages which may be due from Lessee to Lessor pursuant to the terms of the Lease, and for the costs of enforcing such lien, with the right to the possession of said personal property until such monies are paid. Unless such monies are paid within thirty (30) days from the time when such monies become due, Lessor may sell said personal property at public auction to the highest bidder, with such sale to be made and notice of such sale to be given to Lessee in accordance with the applicable provisions of the laws of the state in which the Building is located. Lessor shall satisfy such lien out of the proceeds of such sale, together with any reasonable costs that may have been incurred in enforcing said lien, including brokerage for reletting, advertising, attorney's fees, and redecorating, Lessor may add interest at the maximum rate on all unpaid rents, costs, and other monies due from Lessee to Lessor. The residue of said proceeds of sale, if any, shall be paid by Lessor to Lessee. Lessee agrees such sale may be a perpetual bar to any action against Lessor for the recovery of such personal property or the value thereof; or for any damages growing out of the failure of Lessee to receive such personal property or the value thereof; or for any damages growing out of the failure of Lessee to receive such personal property. Lessee expressly waives the rights of exemption of such types of personal property as may otherwise be exempt in accordance with the applicable provisions of the laws of the state in which the Building is located. The amount of proceeds received from said sales shall not operate as limitation on the amount of monies or damages due from Lessee to Lessor. In the event of a default as provided in this Article 11, Lessor shall have the right, but not the obligation to remove from the Premises all personal property located therein and may place the same in storage at a public warehouse for the amount of and at the expense and risk of Lessee, and Lessee hereby irrevocably appoints Lessor the agent and attorney in fact of Lessee for such purpose and agrees to pay on demand to Lessor any costs incurred by Lessor in removing and placing the same in storage, and such storage shall not be a waiver of Lessor's aforementioned lien upon said personal property.

11.3 ATTORNEY'S FEES. If Lessor shall employ an attorney as the result of any actual or threatened breach by Lessee of any provision hereof; or to collect any indebtedness due Lessor, or to enforce any right or remedy of Lessor hereunder, Lessee shall pay Lessor such reasonable attorney's fees if Lessor is the prevailing party in subsequent litigation as Lessor shall have incurred, whether or not such employment results in litigation, or whether or not such litigation is prosecuted to judgment.

12. **BUILDING SERVICES.** Lessor shall furnish the Premises with reasonable amounts of water, heat, ventilation, and air conditioning. Lessor shall at all times have free access to any mechanical installations which provided any of such services and which may be located within the Premises. If Lessee is in default under the terms hereof; remedies hereunder, suspend any or all of said services until such default is cured, provided the suspension of the same is not in violation of any state, county, or city law, ordinance or regulation. Lessor shall not be liable for failure to furnish any of such services when such failure is caused by accident, strike, repairs, casualty or other causes or conditions beyond the control of Lessor, nor shall Lessor be liable to furnish any such services when damage is caused by Lessee, nor shall Lessor be liable under any circumstances for loss of or injury to Lessee's or any other property within or about the Premises, however occurring, through or in connection with, or incidental (but not limited to) furnishing of such services.

13. **CARE OF PREMISES.** Lessee shall take good care of the Premises and fixtures therein and shall make all repairs thereto (including the replacement of broken windows) or to the Building that are made necessary as a result of any misuse or neglect by Lessee or by its agent, employees, visitors, customers, clients, patients, or licensees. All such repair shall be at least equal in quality to the original work. Upon reasonable notice Lessor may make any such repairs that are not promptly made by Lessee and may charge the cost thereof to Lessee. Subject to the provision of Articles 18 and 19, Lessor shall repair and maintain the roof, exterior walls, structural portions and common areas of the Building and to the extent limited in Article 12, such mechanical installations as are therein mentioned. Lessor shall not be liable for any failure to make any repairs or to perform any maintenance unless such failure shall persist for an unreasonable time after written notice of the need for such repairs or maintenance is given to Lessor by Lessee. There shall be no abatement of rent and no liability of Lessor by reason of any mixture to or interference with Lessee's business arising from the making of any repair, alterations or improvements in or to any portion of the Building or the Premises or to fixtures, appurtenance and equipment therein. Lessee expressly waives the benefits of any statute, ordinance or regulation now or hereafter adopted which would otherwise (a) give Lessee the right to make repairs at the expense of Lessor or (b) give Lessee the right to cancel this lease upon Lessor's failure to make repairs within a specified period of time.

14. **ACCESS.** Lessor and its agents shall have right to enter the Premises at all reasonable times for the purpose of examining or inspecting the same, showing the same to prospective purchasers or prospective tenants of the Building or lenders upon the security thereof; and to make such alterations, repairs, improvements or additions to the Premises or to the Building of which the Lessee is a part and which Lessor may deem necessary or desirable. If Lessee shall not be personally present to open and permit an entry into the Premises at any time when such an entry by Lessor is necessary or permitted hereunder, Lessor may enter by means of a master key or forcibly, without liability to Lessor except for failure to exercise due care for Lessee's property.

15. **DAMAGE TO PROPERTY; INJURY TO PERSONS.** Lessee shall indemnify and hold harmless Lessor from and against any and all claims arising from Lessee's use of

the Premises or the conduct of its business or from any activity, work, or thing done, permitted or suffered by the Lessee in or about the Premises and shall further indemnify and hold harmless Lessor from and against any and all claims arising from any breach or default in the performance of any obligation on Lessee's part to be performed under the terms of this Lease, or arising from any act or negligence of the Lessee, or any of its agents, contractors, visitors, employees, customers, clients, or patients, and from and against all costs, attorney's fees, expenses and liabilities incurred in or about any such claim or any action or proceeding brought thereon, and in case any action or proceeding is brought against Lessor by reason of any such claim, Lessee, upon notice from Lessor shall defend the same at Lessee's expense by counsel reasonably satisfying to Lessor. Lessee, as a material part of the consideration to Lessor, hereby assumes all risk of damage to property or injury to persons, and, upon or about the Premises caused by the negligence of the Lessee, or any of its agents, contractors, visitors, employees, customers, clients, or patients. Lessor or its agent shall not be liable for any damages to property entrusted to employees of the Building for loss of or damages to any property by theft or otherwise, nor for any injury or damage to persons or property resulting from fire, explosion, falling plaster, gas, electricity, water, or rain which may leak from any part of the Building or from the pipes, appliances, or plumbing works therein or from the roof; street or sub-surface or from any other place or resulting from dampness or any cause whatsoever, unless caused by or due to the negligence of Lessor, its agents, servants or employees. Lessor shall not be liable for interference with the light, air, or other rights issuing out of real property, nor shall Lessor be liable for any latent defect in the Premises or in the Building. Lessee shall give prompt notice to Lessor in case of fire or accident in the Premises or in the Building or of defects therein or in the fixtures or equipment.

16. **INSURANCE OF LESSEE.** Lessee at its sole cost and expense shall during the term hereof obtain, maintain and keep in full force and effect, the following insurances: (i) Property insurance including fire, extended coverage, vandalism, malicious mischief and an all risk coverage upon personal property of every description and kind owned by Lessee and located in the Building or installed by or on behalf of Lessee including, without limitation, furniture, fittings, installations, fixtures and any other personal property in the Premises. In the event that there shall be a dispute as to the amount that comprises full replacement cost, the reasonable decision of Lessor or the mortgagor shall be conclusive, (ii) A policy of Comprehensive Liability Insurance coverage to include personal injury, broad form property damage, premises/operations, owner's protective coverage, blanket contractual liability, and products and completed operations liability, in limits not less than One Million Dollars (\$1,000,000) inclusive. Such policy shall name Lessor and Lessor's mortgagor as additional insured and shall contain the following provisions: "Such insurance as afforded by this policy for the benefit of Lessor shall be primary as respects to claims, losses or liabilities arising out of the use of Premises by the Lessee or by Lessee's operation and any insurance carried by Lessor shall be excess and non-contributing." All policies shall be taken out with insurers acceptable to Lessor and in form satisfactory from time to time to Lessor. Lessee agrees that certificates of insurance on the Lessor's standard form will be delivered to Lessor as soon as possible after placing of the required insurance, but in no event later than ten

(10) days after Lessee takes possession of all or any part of the Premises. Should Lessor not provide standard form, Lessee is responsible to obtain certificate of insurance from the Lessee's insurance providers. All policies shall contain an undertaking by the insurers to notify Lessor and mortgagor of Lessor in writing not less than thirty (30) days prior to any material change, reduction in coverage, cancellation or other termination thereof.

17. SUBORDINATION. This Lease, at Lessor's option shall be subordinate to any ground lease, mortgage, deed of trust or any other hypothecation for security now or hereafter placed upon the real property of which the Building and Premises are a part and to any and all advances made on the security thereof and to all renewals, modifications, consolidations, replacements and extension thereof. However, if any mortgagee or trustee shall elect to have this prior to the lien of its mortgage or deed of trust, whether this Lease is dated prior or subsequent to date of said mortgage or deed or the date of recording thereof. The subordination of this Lease to any such ground lease, mortgage or deed of trust shall be subject to the following: (a) in the event of the termination of any ground lease or the sale of the real property of which the Building and Premises are a part (pursuant or foreclosure or the exercise of a power of sale under any such mortgage, deed of trust or other security instrument), Lessee shall attorn to the ground Lessor or the purchaser, as the case may be, and recognize such person as the Lessor under this Lease. (b) Notwithstanding such subordination, Lessee's right to quiet possession of the Premises shall be not be disturbed so long as Lessee pays the rent and observes and performs all of the provision of this Lease, unless this Lease is otherwise terminated pursuant to its terms. Lessee agrees to execute any documents in addition to this Lease that are required to effectuate such subordination or make this Lease prior to the Lien of any mortgage or deed of trust, as the case may be. Failing to do so within ten days after written demand, does hereby make, constitute and irrevocable appoint Lessor as Lessee's attorney in fact and in Lessee's name, place and stead to do so..

18. DAMAGE OR DESTRUCTION. If the Premises or the Building are destroyed or damaged by fire, earthquake, the elements, riot or other casualty, Lessor shall have the right to restore the Building and the Premises, or to terminate this Lease. Lessor shall within sixty (60) days after the occurrence of such damage or destruction notify Lessee in writing of Lessor's intention to rebuild or restore the Premises or terminate this Lease. If Lessor elects not to terminate this Lease and to repair and reconstruct the Building and Premises, Lessor shall do so as soon as reasonable possible thereafter, and if the damage is so extensive as to render the Premises untenable, then the rent or an adjusted portion of the rent thereof; according to the nature and extend of the damages, shall cease until the same shall be replaced by Lessor, but Lessee shall in no event be entitled to compensation or damages on account of annoyance or inconvenience in making said repairs, or on account of construction or on account of termination of this Lease. Notwithstanding the foregoing, if Lessor shall elect to rebuild or restore the Premises, but in good faith determine that the damage cannot be restored or repaired within ninety (90) days after the date of occurrence of such damage, and Lessee shall thereafter have a period of thirty (30) days within which Lessee may elect to terminate this Lease, upon written notice to Lessor. Failure of Lessee to exercise said election within said period

shall constitute Lessee's agreement to accept delivery of the Premises under this Lease whenever tendered by Lessor, provided Lessor thereafter pursues reconstruction or restoration diligently to completion, subject to delays beyond Lessor's control.

19. EMINENT DOMAIN. If the whole of the Premises or such thereof as to render the balance unusable by Lessee, shall be taken under power of eminent domain, this Lease shall automatically terminate as of the date of final judgment in such condemnation, or as of the date possession is taken by condemning authority, whichever is earlier, and current rent shall be equitably adjusted as of such date. A sale by Lessor under threat of condemnation shall constitute a "taking" for the purpose of this Article. No award for any partial or entire taking shall be apportioned, and Lessee hereby assigns to Lessor any award which may be made in such taking or condemnation, together with any and all rights of Lessee now or hereafter arising in or to the same or any part hereof; provided, however, that nothing contained herein shall be deemed to give Lessor any interest in or to require Lessee to assign to Lessor any award made to Lessee for the taking of personal property and fixtures belonging to Lessee and/or for the interruption of or damage to Lessee's business. In the event of a partial taking that does not result in a termination of this Lease, the rent shall be equitably adjusted according to the part of the Premises remaining usable by Lessee.

20. WAIVERS OF SUBROGATION. Each of the parties hereto waives any and all rights to recovery against the other, or against the officers, employees, agents, and representatives of such other party, for loss of or damage to such waiving party or its property or the property of others under its control, arising from any cause insured against under the standard form of fire insurance policy with all permissible extension endorsements covering additional perils or under any other policy of insurance carried by such waiving party. Neither party shall have the right to share in the proceeds of any insurance maintained by the other party.

21. SUBSTITUTED PREMISES. Lessor reserves the right, upon not less than sixty (60) days prior written notice to Lessee, to substitute for the Premises some other premises within the Building having substantially equivalent interior gross floor area, provided Lessor shall pay all expenses reasonably incurred in moving Lessee's property to such new premises. Lessee shall have the right to terminate the Lease if Lessor insists on a substitution of space of which Lessee does not agree.

22. SURRENDER. At the expiration or sooner termination of this Lease, Lessee shall surrender the Premises to Lessor in as good condition and repair as when received, reasonable wear and tear thereof and damage by fire or other casualty accepted.

23. HOLDING OVER. If Lessee shall remain in possession of the Premises after the expiration of the term hereof without the express written consent of Lessor, such occupancy shall be a tenancy from month to month at a rental of two times the last monthly installment of rent payable by Lessee hereunder but otherwise upon all the terms and provisions hereof. Said monthly tenancy may be terminated by either party

upon giving the other not less than thirty (30) days prior written notice and such tenancy shall be terminable only as of the end of a calendar month.

24. NAME OF BUILDING. Lessee shall not use the name of the Building for any purpose other than the address of the business to be conducted by Lessee in the Premises. Lessee shall not use any picture of the Building in its advertising, stationery, or in any other manner. Lessor expressly reserves the right at any time to change said name without any liability to Lessee.

25. NOTICES. Any notice required or permitted to be given hereunder by Lessee shall be deposited in the United States mails, truly registered or certified with postage fully prepaid thereon or courier delivered with receipt of delivery, to Lessee at **2459 Roosevelt Highway, C21D, College Park, GA 30337**, and to Lessor at AIRPORT EXECUTIVE PARK II, LLC P.O. Box 490547, Atlanta, GA 30349 and to such other parties as Lessor or Lessee may from time to time designate. Any notice required or permitted to be given hereunder by Lessor or Lessee may be mailed as above stated or delivered personally to Lessee at the address of the Premises. Either party may provide written notice similarly given to provide a different address for notice purposes..

26. TIME OF ESSENCE. Time shall be of the essence of this Lease and of each of the provisions hereof as to which time of performance is a factor.

27. CUMULATIVE REMEDIES. No remedy or election given by any provision in this Lease shall be deemed exclusive unless so indicated, but it shall, wherever possible, be cumulative with all other remedies in law or equity except as otherwise herein specifically provided.

28. COVENANTS AND CONDITIONS. Each term and provisions of this Lease performable by Lessee shall be deemed both a covenant and a condition.

29. CAPTIONS. The Article and Paragraph captions in the Lease contained herein are for convenience only and shall not limit or amplify or otherwise constitute a part of the provisions hereof.

30. BINDING EFFECT. Subject to any provision hereof restricting assignment by Lessee, this Lease binds, applies and inures to the benefits of; as the case may require, the respective successors and assigns of Lessor and Lessee.

31. WAIVER. No waiver by Lessor of any provision of this Lease shall be deemed to be a waiver of any other provision hereof or any subsequent breach by Lessee of the same or any other provision. Lessor's consent to or approval of any act by Lessee requiring Lessor's consent or approval shall not be deemed to render unnecessary the obtaining of Lessor's consent or approval of any subsequent act of Lessee, whether or not similar to the act so consented to or approved. No act or thing done by Lessor or Lessor's agents during the term of this Lease shall be deemed an acceptance of a surrender of the Premises, and no agreement to accept such surrender shall be valid unless in writing and

signed by Lessor. No employee of Lessor or of Lessor's agents shall have any power to accept the keys as a termination of the Lease or a surrender of the Premises.

32. ESTOPPEL CERTIFICATE. (A) Lessee shall at any time and from time to time upon not less than ten (10) days prior written notice from Lessor execute, acknowledge and deliver to Lessor a statement in writing (i) certifying that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease, is in full force and effect), and dates to which rent and other charges are paid in advance, if any and (ii) acknowledge that there are not, to Lessee's knowledge, any uncured defaults on the part of Lessor hereunder and that Lessee has no right to offset, counterclaim or deduction against rent, or specifying such defaults if any are claimed together with the amount of any offset, counterclaim or deduction alleged by Lessee. Any such statement may be relied upon by any prospective purchaser, or lender upon the security of the real property of which the Building and the Premises are a part. (b) Lessee's failure to deliver such statement within such time shall be conclusive upon Lessee (i) that this Lease is in full force and effect, without modification except as may be represented by Lessor, (ii) that there are not uncured defaults in Lessor's performance and that Lessee has no right of offset, counterclaim or deduction against rent, and (iii) that no more than one month's rent has been paid in advance.

33. LESSOR'S LIABILITY. The term "Lessor" as used in this Lease so far as covenants or obligations on the part of Lessor are concerned shall be limited to mean and include only the owner or owners at the time in question of the fee title or the Lessee's interest in a ground lease of the real property of which the Building and the Premises are a part, and in the event of any transfer or transfers of such title or interest Lessor herein named (and in case of any subsequent transfers or conveyances the then grantor) shall be automatically freed and relieved from after the date of such transfer or conveyance of all liability with respect to the performance of any covenants or obligations on the part of Lessor or the then grantor at the time of such transfer, in which Lessee has an interest, shall be delivered to the grantee, it being intended hereby that the covenants and obligations contained in the Lease on the part of the Lessor shall, subject as aforesaid, to be binding on Lessor, its successors, and assigns, only during and in respect of their respective successive periods of ownership.

34. SEVERABILITY. Any provision of this Lease which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provisions hereof; and such remaining provisions shall remain in full force and effect.

35. INTEREST ON PAST DUE OBLIGATION. Any amount due from Lessee to Lessor hereunder (other than past due rent on which a "late charge" has been imposed pursuant to Article 4) which is not paid when due shall bear interest at the rate of ten per cent (10%) per annum from the date due until paid unless otherwise specifically provided herein, but the payment of such interest shall not excuse or cure any default by Lessee under this Lease unless the default is related to the payment.

36. RECORDING. Lessee shall not cause the Lease, nor a "short form" memorandum hereof; to be recorded, without first obtaining Lessor's consent in writing thereto.

37. VENUE; CONSTRUCTION. This Lease shall be governed by and construed pursuant to the laws of the state in which the Building is located. Although the printed provisions of this Lease were drawn by Lessor; this Lease shall not be construed either for or against Lessor or Lessee, but this Lease shall be interpreted in accordance with the general tenor of the language in an effort to reach an equitable result.

38. INCORPORATION OF PRIOR AGREEMENTS: AMENDMENTS. This Lease contains all of the agreements of the parties hereto with respect to any matter covered or mentioned in the Lease, and no prior agreement of understanding pertaining to any such matter shall be effective for any purpose.

39. EXECUTION OF LEASE BY LESSOR. The submission of this document for examination and negotiation does not constitute an offer to lease, or a reservation of; or option for, the Premises; and this document becomes effective and binding upon execution and delivery hereof by Lessee and by Lessor (or, when duly authorized, by Lessor's agent or employee). No act or omission of any employee or agent of Lessor or of Lessor's broker shall alter, change, or modify any of the provisions hereof.

40 Attached Rules and Regulation are part of this lease.

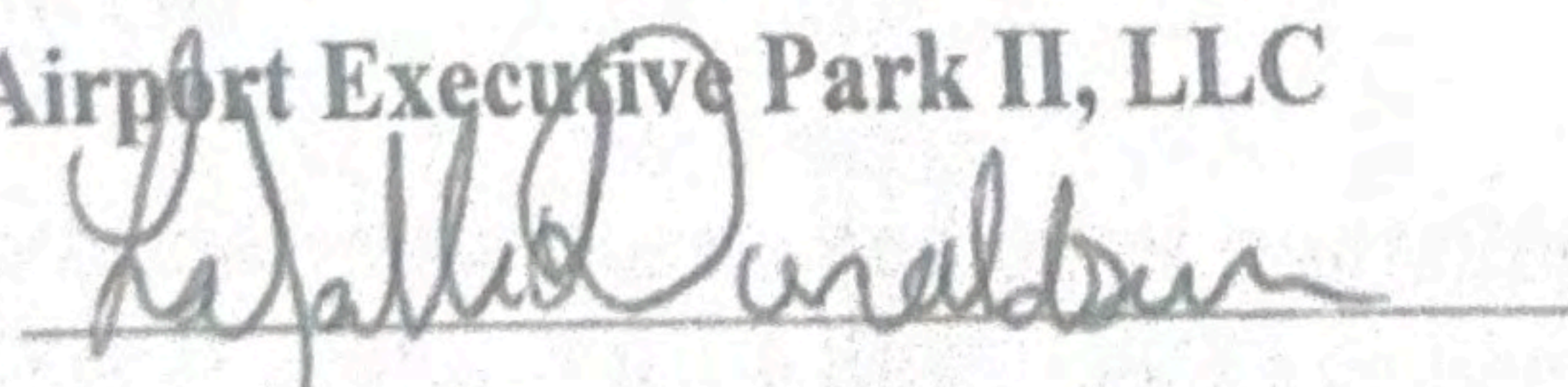
41. SPECIAL STIPULATIONS:

Rent Schedule:

IN THE WITNESS WHEREOF, the parties hereto have executed this Lease at the places and the dates and on the dates specified immediately above their respective signature.

Lessor: Airport Executive Park II, LLC

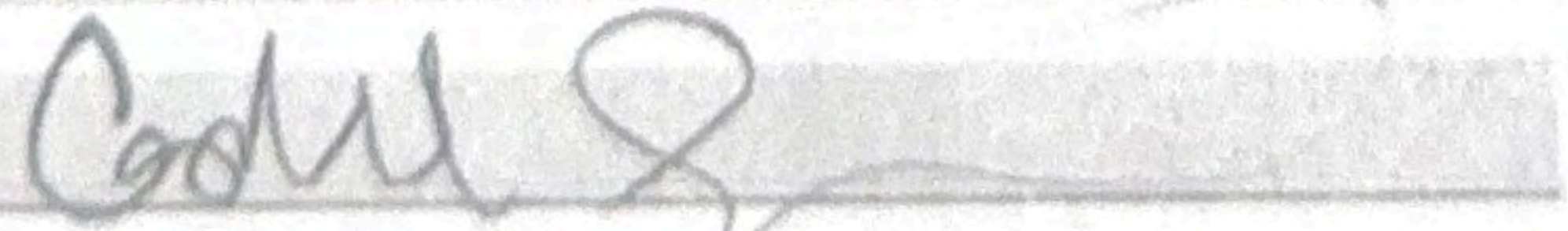
Signature



Name: LaSalle Donaldson

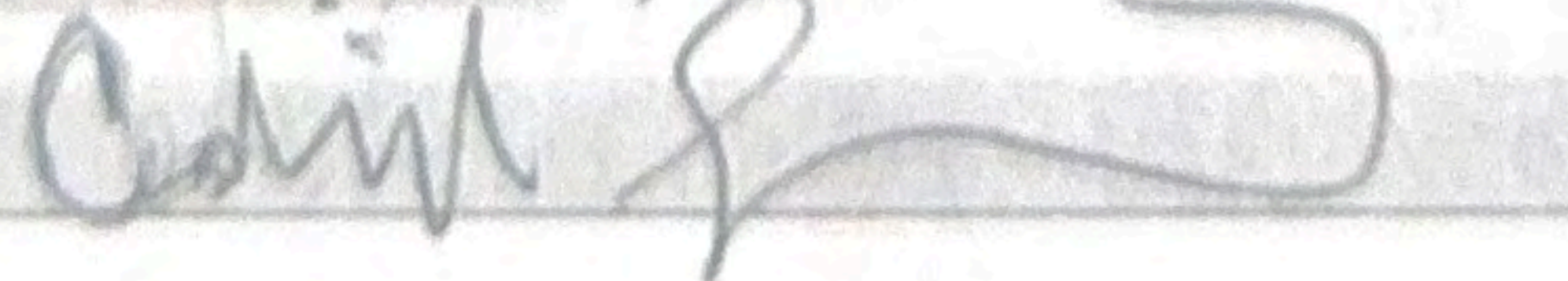
Lessee: Spears Home Care Inc/ Quality Personal Care

Signature



Lessee: Cedrick Spears

Signature



Driver's license # 058751571 State GA
SS # 237-35-1088
Date of Birth 04/19/1981

RULES AND REGULATIONS WHICH CONSTITUTE A PART OF THE LEASE

1. The sidewalks, entrances, passages, courts, elevators, vestibules, stairways, corridors, or halls shall not be obstructed or used for any purpose other than ingress or egress.
2. No awnings or other projection shall be attached to the outside walls of the Building without the prior written consent of the Lessor. No curtains, blinds, shades or screens shall be attached to or hung in, or used in connection with, any window or door of the Premises, without the prior written consent of the Lessor. Such awnings, projections, curtains, blinds, shades, screens, or other fixtures must be a quality, type, design and color, and attached in the manner approved by the Lessor. All electrical ceiling fixtures hung in spaces along the perimeter of the Building must be fluorescent of a quality, type, design, and bulb color approved by Lessor.
3. No signs, advertisement or notice shall be exhibited, painted or affixed by any Lessee on any part of; or so as to be seen on the outside of the Premises of the Building without prior written consent of the Lessor. In the event of the violation of the foregoing by any Lessee, Lessor may remove same without any liability; and charge any expenses incurred in such removal to the Lessee violating this rule. Interior signs on doors and directory tablet shall be inscribed, painted, or affixed for each Lessee by the Lessor at the expense of such Lessee, and shall be of size, color, and style acceptable to the Lessor. No mail slots shall be cut or installed in the walls or doors without the written consent of Lessor. Lessor shall provide nameplate on Lessee's main entrance door and provide name in the lobby directory if applicable.
4. The sashes, sash doors, skylights, windows, and doors that reflect or admit light and air into the halls, passageways or other public places in the Building shall not be covered or obstructed by any Lessee, nor shall any bottles, parcels or other articles be placed in the window sills.
5. The water and wash closets and other plumbing fixtures shall not be used for any purpose other than those for which they have been constructed, and no sweeping rubbish, rags or other substances shall be thrown therein. All damages resulting from any misuse of the fixtures shall be borne by the Lessee notwithstanding that the actual damage was caused by Lessee, its servants, employees, agents, visitors, customers, clients, patients, or licensees.
6. No Lessee shall mark, paint, drill into, or in any way deface any part of the Premises or the Building. No boring, cutting or hanging wires, except standard picture hooks, or laying of linoleum or other similar floor covering shall be permitted, except with the prior

written consent of the Lessor, and as the Lessor may direct. Notwithstanding the above Lessee shall be permitted to drill in to the Premises for the purposes of running telephone and computer related wires as Lessee deems desirable for its business operation subject to notification of the same to Lessor.

7. No bicycle or animals of any kind shall be brought into or kept in or about the Premises. No cooking shall be permitted by any Lessee on the Premises. No Lessee shall cause or permit any unusual or objectionable odors to be produced on or to permeate from the Premises.

8. The Premises shall not be used for manufacturing or for the storage of merchandise. No Lessee shall occupy or permit any portion of his Premises to be occupied as an office for a public stenographer or typist, or for the possession, storage, manufacture of liquor, narcotics, dope, tobacco, in any form, or as barber or manicure, or as an employment bureau. No Lessee shall pay any employee on the Premises except those actually working for such Lessee. Premises shall not be used for lodging or sleeping or for any immoral or illegal purpose.

9. No Lessee shall make or permit to be made any disturbance or interfere with occupants of the Building or neighboring buildings or premises or those having business with them whether by the use of any musical instrument, radio, phonograph, unusual noise, or any other way. No Lessee shall throw anything out of the doors, window, or skylights or in the passageways.

10. No Lessee, nor any Lessee's servants, employees, agents, visitors, customers, clients, patients, or licensees, shall at any time bring or keep on the Premises any inflammable, combustible or explosive fluid, chemical or substance.

11. No additional locks or bolts of any kind shall be placed upon any of the doors or windows by any Lessee, nor shall any changes be made in existing locks or the mechanism thereof without the approval of the Lessor which approval shall not be unreasonably withheld. Each Lessee must, upon the termination of his tenancy, restore to the Lessor all keys of storage, office and toilet rooms, either furnished to, or otherwise procured by, each Lessee, and in the event of the loss of any keys so furnished, such Lessee shall pay to the Lessor the cost of replacing the same or of changing the locks or locks opened by such key if Lessor shall deem it necessary to make such change.

12. No alarm systems of any kind shall be installed without the permission of the Lessor, and all alarm codes must be submitted to the Lessor upon immediate installation of the alarm system as well as any subsequent alarm code changes.

13. All removal or the carrying in or out of any safes, freight, furniture, or bulky matter of any description must take place during the hours that the Lessor may determine from time to time. The moving of safes or other fixtures or bulky matter of any kind must be made upon previous notice to the superintendent of the Building and under his supervision, and the persons employed by any Lessee for including but not limited to all

written consent of the Lessor, and as the Lessor may direct. Notwithstanding the above Lessee shall be permitted to drill in to the Premises for the purposes of running telephone and computer related wires as Lessee deems desirable for its business operation subject to notification of the same to Lessor.

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safes, freight, or other bulky articles that would invalidate Lessor's insurance policies or increase the cost thereof; or which violate any of these Rules and Regulations or the Lease of which the Rules and Regulations are part. The Lessor reserves the right to prescribe the weight and position of all safes, which must be based upon support approved by Lessor to distribute the weight.

14. Parking space allotment will be determined by management according to the needs of the park. No less than 2 spaces will be provided.

15. Lessor shall have the right to prohibit any advertising by any Lessee that, in Lessor's opinion tends to impair the reputation of the Building or its desirability as an office building and upon written notice from Lessor shall refrain from or discontinue any advertising.

16. The Lessor reserves the right to exclude from the Building between the hours of 6:00pm and 8:00am and all hours on Sundays and legal holidays all persons who do not present a pass to the Building signed by the Lessor. If a pass system is in effect, the Lessor will furnish passes to persons for whom any Lessee requests the same in writing. Each Lessee shall be responsible for all persons for whom he request passes and shall be liable to the Lessor for all acts of such persons.

17. Any persons employed by any Lessee to do janitor work, shall, while in the Building and outside of the Premises, be subject to and under the control and direction of the superintendent of the Building (but not as an agent or servant of said superintendent or to the Lessor) and Lessee shall be responsible for all such acts of any persons.

18. Each Lessee, before closing and leaving the Premises at any time, shall see that all draperies and windows visible from outside of the Building are closed.

19. The requirements of Lessee will be attended to only upon written application to the office of the Building.

20. Canvassing, soliciting, and peddling in the Building are prohibited and each Lessee shall cooperate to prevent the same.

21. All office equipment of any electrical or mechanical nature shall be placed by Lessee in the Premises in a setting approved by Lessor, to absorb or prevent any vibration, noise, or annoyance.

22. No air conditioning unit, heating unit, or other similar apparatus shall be installed or used by any Lessee without the written consent of Lessor.

23. There shall not be used in any space, or in the public halls of the Building, either by any Lessee or other, any hand trucks except those equipped with rubber tires and side guards.

24. All doors opening onto public corridors shall be kept closed when in use for ingress and egress.

25. Lessor may at any time revoke, supplement or modify these Rules and Regulations, or any portion thereof; whenever in Lessor's sole opinion such changes are required for the care, cleanliness, safety or preservation of good order in the Building. All such changes shall be effective five (5) days after delivery to Lessee of written notice thereof; except in the event of emergency, in which event shall be effective immediately upon receipt. In the event Lessee does not agree to the change and Lessor states the change is mandatory Lessee has the option to negotiate these changes with the Lessor.

2025

City of College Park

3667 Main Street, College Park, Georgia 30337

OCCUPATION TAX CERTIFICATE

Business Classification
Home Health Care Services

Expiration:
12/31/2025

License#
LIC-2025.01.0085

Licensee Name
CEDRICK LEE SPEARS

Name of Business
SPEARS HOME CARE INC DBA
QUALITY PERSONAL CARE

Business Location
2459 Roosevelt HWY, STE C21D
Atlanta, GA, 30337

This certificate must
be posted in a
conspicuous place.

This certificate
entitles business to be
conducted in the
conformity with and
subject to the
provisions of
ordinances of the City
of College Park and
the laws of the State
of Georgia

Emmanuel Adediran
City Manager

(OFFICIAL TITLE OF AFFIANT)

(NAME OF AFFIANT)

(SIGNATURE OF AFFIANT)

Given to and subscribed before me

This _____ day of _____, 20____

(Notary Public)

(Seal)

Commission Expires: _____



DEPARTMENT OF VETERANS AFFAIRS

August 28, 2025

Cedrick Lee Spears
1935 Haven Park Cir Se
Smyrna, GA 30080

Dear Cedrick Spears:

This letter certifies that Cedrick Lee Spears is receiving service-connected disability compensation from the Department of Veterans Affairs.

The current benefit paid is as follows:

Gross Benefit Amount	\$2,297.96
Net Amount Paid	\$2,297.96
Effective Date	December 1, 2024
Combined Evaluation	90 percent

How You Can Contact Us

- If you need general information about benefits and eligibility, please visit us at <https://www.va.gov>.
- Call us at 1-800-827-1000.
- Contact us using Telecommunications Relay Services (TTY) at 711 24/7.
- Send electronic inquiries through the Internet at <https://www.va.gov/contact-us>.

Sincerely Yours,

Regional Office Director

CAUTION: NOT TO BE USED FOR IDENTIFICATION PURPOSES

THIS IS AN IMPORTANT RECORD. SAFEGUARD IT.

ANY ALTERATIONS IN SHADED AREAS RENDER FORM VOID

CERTIFICATE OF RELEASE OR DISCHARGE FROM ACTIVE DUTY

1. NAME (Last, First, Middle) SPEARS, CEDRICK LEE
 2. DEPARTMENT, COMPONENT AND BRANCH AIR FORCE - REG AF
 3. SOCIAL SECURITY NUMBER 237 35 1088

4a. GRADE, RATE OR RANK SRA
 b. PAY GRADE E4
 5. DATE OF BIRTH (YYYYMMDD) 19810419
 6. RESERVE OBLIGATION TERMINATION DATE (YYYYMMDD) 20100507

7a. PLACE OF ENTRY INTO ACTIVE DUTY NASHVILLE, TN
 b. HOME OF RECORD AT TIME OF ENTRY (City and state, or complete address if known) CLARKSVILLE, TN

8a. LAST DUTY ASSIGNMENT AND MAJOR COMMAND AFSOC RGNL SUPPLY SQ (SOC)
 b. STATION WHERE SEPARATED HURLBURT FLD FL

9. COMMAND TO WHICH TRANSFERRED ANGUS
 10. SGLI COVERAGE NONE
 AMOUNT: \$400,000

11. PRIMARY SPECIALTY (List number, title and years and months in specialty. List additional specialty numbers and titles involving periods of one or more years.) 2S051- Supply Management Journeyman 3 Years and 6 Months	12. RECORD OF SERVICE			
	YEAR(s)	MONTH(s)	DAY(s)	
	a. DATE ENTERED AD THIS PERIOD	2002	May	07
	b. SEPARATION DATE THIS PERIOD	2005	Dec	23
	c. NET ACTIVE SERVICE THIS PERIOD	03	07	17
	d. TOTAL PRIOR ACTIVE SERVICE	00	00	00
	e. TOTAL PRIOR INACTIVE SERVICE	00	00	00
	f. FOREIGN SERVICE	01	11	13
	g. SEA SERVICE	00	00	00
h. EFFECTIVE DATE OF PAY GRADE	2004	Apr	24	

13. DECORATIONS, MEDALS, BADGES, CITATIONS AND CAMPAIGN RIBBONS AWARDED OR AUTHORIZED (All periods of service)
 Air Force Achievement Medal,
 National Defense Service Medal,
 Global War on Terrorism Service Medal, Air Force Good Conduct Medal.
 14. MILITARY EDUCATION (Course title, number of weeks, and month and year completed)
 Basic Military Training, 6 weeks, Jun 02. Air Traffic Control Fundamentals, 5 weeks, Jul 02. Supply Management Apprentice, 7 weeks, Sep 02.

15a. MEMBER CONTRIBUTED TO POST-VIETNAM ERA VETERANS' EDUCATIONAL ASSISTANCE PROGRAM YES NO
 b. HIGH SCHOOL GRADUATE OR EQUIVALENT YES NO

16. DAYS ACCRUED LEAVE PAID 0.05
 17. MEMBER WAS PROVIDED COMPLETE DENTAL EXAMINATION AND ALL APPROPRIATE DENTAL SERVICES AND TREATMENT WITHIN 90 DAYS PRIOR TO SEPARATION YES NO

18. REMARKS
 Member has not completed first full term of service. Subject to Recall to active duty and/or annual screening. NOTHING FOLLOWS

The information contained hereon is subject to computer matching within the Department of Defense or with any other affected Federal or non-Federal agency for verification purposes, and to determine eligibility for, and or continued compliance with, the requirements of a Federal benefit program.

19a. MAILING ADDRESS AFTER SEPARATION (Include Zip Code)
 2505 EMERALD CT
 CLARKSVILLE, TN 37042
 b. NEAREST RELATIVE (Name and address - include Zip Code)
 DEBORAH SPEARS
 P.O. BOX 525
 BUNNLEVEL, NC 28232

20. MEMBER REQUESTS COPY 6 BE SENT TO TN DIRECTOR OF VETERANS AFFAIRS YES NO

21. SIGNATURE OF MEMBER BEING SEPARATED
 22. OFFICIAL AUTHORIZED TO SIGN (Typed name, grade, title and signature)
 JACKIE M. TAKAC, TSGT, USAF
 NCOIC, RETIREMENTS AND SEPARATIONS

SPECIAL ADDITIONAL INFORMATION (For use by authorized agencies only)			
23. TYPE OF SEPARATION RELEASE FROM ACTIVE DUTY	24. CHARACTER OF SERVICE (including upgrades) HONORABLE		
25. SEPARATION AUTHORITY AFI 56-5208	26. SEPARATION CODE MGO	27. REENTRY CODE 8A	
28. NARRATIVE REASON FOR SEPARATION INTRADPARTMENTAL TRANSFER		30. MEMBER REQUESTS COPY 4 (Initials) <input checked="" type="checkbox"/>	
29. DATES OF TIME LOST DURING THIS PERIOD (YYYYMMDD) NONE			

EXHIBIT G

OFFICE OF CONTRACT COMPLIANCE FORMS

EXHIBIT A – PROMISE OF NON-DISCRIMINATION

"Know all persons by these presents, that I/We (Jasmine Spears),
Name
Quality Personal Care
Company Name
Title Director of Operations

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

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

NAME: Jasmine Spears

TITLE: Director of Operations

SIGNATURE: Jasmine Spears

Total Percentage of Capital of Bidder/Contractor: _____

EXHIBIT B1 - SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION

This form must be completed and submitted with the bid/proposal. All prime bidders/proposers must submit the form that lists all subcontractors/suppliers who will be utilized under the scope of work/services prior to contract execution.

Prime Bidder/Proposer Company Name:

ITB/RFP Name & Number:

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

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

\$ _____ OR 100 % *no contractors*

2. This information below must be completed and submitted with the bid/proposal when a **joint venture (JV)** approach is to be undertaken. Please provide JV breakdown information below and attach a copy of the executed Joint Venture Agreement as outlined on page 3 Section 6.

JV Partner(s) information:

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

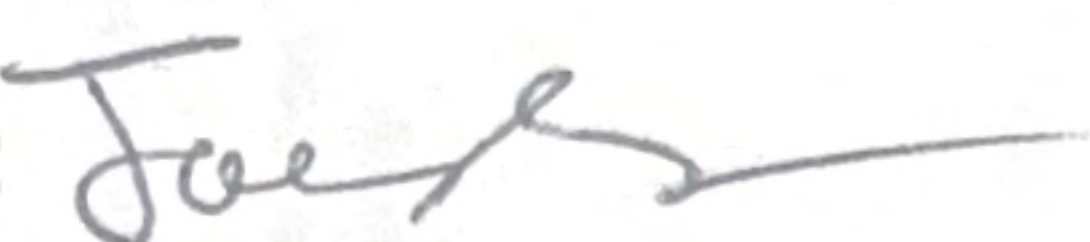
3. Lists all subcontractor/suppliers participating on the project. **(COMPLETE Exhibit B2 FORM)**

Total Dollar Value of Certified Subcontractors: (\$)

Total Percentage of Certified Subcontractors: (%)

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

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

Signature: 

Title: Director of Operations

Business or Corporate Name: Spears Home Care, Inc d/b/a Quality Personal Care

Address: 2459 Roosevelt Hwy Suite C 21 D College Park GA 30337

Telephone: (404) 751 5090

Fax Number: (404) 343 0433

Email Address: atlanta@qpcare.com

EXHIBIT B2 FORM
SUB-CONTRACTORS (INCLUDING SUPPLIERS) TO BE UTILIZED IN THE
PERFORMANCE OF THE SCOPE OF WORK/SERVICES(S), IF AWARDED ARE LISTED BELOW

Certification Designation: AABE – African American Business Enterprise, HBE – Hispanic American Business Enterprise, NABE – Native American Business Enterprise, ABE – Asian American Business Enterprise, FBE – Female Business Enterprise, MBE – Minority Business Enterprise, SDVBE – Service Disabled Veteran Business Enterprise, SBE – Small Business Enterprise, DBE – Disadvantage Business Enterprise

Subcontractor Name Email Address City, State, Phone Ethnic Group Certification Agency Certification Designation Scope of Work Dollar Amount Percentage

NIA – No subcontractors/Suppliers

EXHIBIT C
FORM SUBCONTRACTOR

Result of Contact

Certification Designation

Scope of Work Solicited for Project

Contact Phone

Contact Email Address

Contact Name

Business Address

Subcontractor/Supplier

N/A - no subcontractors/suppliers

Project # & Title: 25 RFP1338515A - BKJ - In-Home Services

Date 8/27/2025

Company Name: Spears Home Care, Inc d/b/a,
Quality Personal Care

Printed Signature:
[Handwritten Signature]

SIGNATURE
TITLE Director

EXHIBIT H

INSURANCE AND RISK MANAGEMENT FORMS

PROTECTION OF PROPERTY


Contractor/Vendor will adequately protect its own work from damage, will protect Fulton County Government's property from damage or loss and will take all necessary precautions during the progress of the work to protect all persons and the property of others from damage or loss.

Contractor/Vendor shall take all necessary precautions for the safety of employees of the work and shall comply with all applicable provisions of the Federal, State and local safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to the premises where work is being performed.

Contractor/Vendor shall erect and properly maintain at all times as required by the conditions and progress of the work, all necessary safeguards for the protection of its employees, Fulton County Government employees and the public and shall post all applicable signage and other warning devices to protect against potential hazards for the work being performed (Where Applicable).

CONTRACTOR/VENDOR ACKNOWLEDGES HAVING READ, UNDERSTANDING, AND AGREEING TO COMPLY WITH THE AFOREMENTIONED STATEMENTS, AND THE REPRESENTATIVE OF THE CONTRACTOR/VENDOR IDENTIFIED BELOW IS AUTHORIZED TO SIGN CONTRACTS ON BEHALF OF THE RESPONDING CONTRACTOR/VENDOR.

COMPANY: Spears Home Care, Inc d/b/a
Quality Personal Care

SIGNATURE: 

NAME: Jasmine Spears

TITLE: Director of Operations

DATE: 8/27/25



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/27/2025

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

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


PRODUCER Marsh & McLennan Agency, LLC 6160 Golden Hills Dr Minneapolis MN 55416-1020	CONTACT NAME: PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____	
	INSURER(S) AFFORDING COVERAGE	
INSURED Spears Home Care Inc. dba Quality Personal Care 2459 Roosevelt Highway Suite C21D College Park GA 30337 SPEAHOM-01	INSURER A : PHILADELPHIA INSURANCE COMPANY	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 233846259 **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"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			PHPK2543126004	6/7/2025	6/7/2026	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 3,000,000
							PRODUCTS - COMP/OP AGG	\$ 3,000,000
								\$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> OTHER:			PHPK2543126004	6/7/2025	6/7/2026	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
A	Professional			PHPK2543126004	6/7/2025	6/7/2026	1,000,000/3,000,000	
A	Phys/Sexual Abuse			PHPK2543126004	6/7/2025	6/7/2026	1,000,000/1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Crime: Employee Theft - \$25,000
Crime: Theft of Clients Property - \$25,000
Fulton County, Georgia, its officers, officials, employees and agents is listed as an Additional Insured in regards to General Liability.
Fulton County - RFP 25RFP1338515A-BKJ (In-Home Services)

CERTIFICATE HOLDER Fulton County Government - Dept. of Purchasing & Contract Compliance 130 Peachtree Street SW, Suite 1168 Atlanta GA 30303	CANCELLATION 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 

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/27/2025

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

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

PRODUCER Marsh & McLennan Agency, LLC 6160 Golden Hills Dr Minneapolis MN 55416-1020	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2">CONTACT NAME:</td> </tr> <tr> <td>PHONE (A/C, No, Ext):</td> <td>FAX (A/C, No):</td> </tr> <tr> <td colspan="2">E-MAIL ADDRESS:</td> </tr> <tr> <td colspan="2" style="text-align: center;">INSURER(S) AFFORDING COVERAGE</td> </tr> <tr> <td colspan="2">INSURER A : PHILADELPHIA INSURANCE COMPANY</td> </tr> <tr> <td colspan="2">INSURER B :</td> </tr> <tr> <td colspan="2">INSURER C :</td> </tr> <tr> <td colspan="2">INSURER D :</td> </tr> <tr> <td colspan="2">INSURER E :</td> </tr> <tr> <td colspan="2">INSURER F :</td> </tr> </table>	CONTACT NAME:		PHONE (A/C, No, Ext):	FAX (A/C, No):	E-MAIL ADDRESS:		INSURER(S) AFFORDING COVERAGE		INSURER A : PHILADELPHIA INSURANCE COMPANY		INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
CONTACT NAME:																					
PHONE (A/C, No, Ext):	FAX (A/C, No):																				
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INSURER C :																					
INSURER D :																					
INSURER E :																					
INSURER F :																					
INSURED Spears Home Care Inc. dba Quality Personal Care 2459 Roosevelt Highway Suite C21D College Park GA 30337	SPEAHOM-01																				

COVERAGES **CERTIFICATE NUMBER: 233846259** **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"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			PHPK2543126004	6/7/2025	6/7/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			PHPK2543126004	6/7/2025	6/7/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N <input checked="" type="checkbox"/> N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional			PHPK2543126004	6/7/2025	6/7/2026	1,000,000/3,000,000
A	Phys/Sexual Abuse			PHPK2543126004	6/7/2025	6/7/2026	1,000,000/1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Crime: Employee Theft - \$25,000
 Crime: Theft of Clients Property - \$25,000
 Fulton County, Georgia, its officers, officials, employees and agents is listed as an Additional Insured in regards to General Liability.
 Fulton County – RFP 25RFP1338515A-BKJ (In-Home Services)

CERTIFICATE HOLDER Fulton County Government – Dept. of Purchasing & Contract Compliance 130 Peachtree Street SW, Suite 1168 Atlanta GA 30303	CANCELLATION 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
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Certificate Of Completion

Envelope Id: BACFEEAE-753A-4F39-AF36-AB205202A07B
Subject: 25RFP1338515A-BKJ (E), Senior In-Home Services
Parcel ID:
Employee Name:
Source Envelope:
Document Pages: 87
Certificate Pages: 6
AutoNav: Enabled
Envelopeld Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Status: Completed
Envelope Originator:
Brian Jones
141 Pryor Street
Purchasing & Contract Compliance, Suite 1168
Atlanta, GA 30303
brian.jones@fultoncountyga.gov
IP Address: 2600:1702:5a2b:

Record Tracking

Status: Original 12/19/2025 2:28:29 PM	Holder: Brian Jones brian.jones@fultoncountyga.gov	Location: DocuSign
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Fulton County Government	Location: Docusign

Signer Events

Jasmine Spears
atlanta@qpcare.com
Security Level: Email, Account Authentication
(None)

Signature

Signature Adoption: Drawn on Device
Using IP Address:
2601:c4:4501:3a00:7186:9285:bf41:c992

Timestamp

Sent: 12/19/2025 2:40:32 PM
Viewed: 12/19/2025 3:32:19 PM
Signed: 12/22/2025 3:26:07 PM

Electronic Record and Signature Disclosure:

Accepted: 12/19/2025 3:32:19 PM
ID: 6c188b8a-ab87-492b-a172-de372627d353

Ladisa Onyiliogwu
Ladisa.Onyiliogwu@fultoncountyga.gov
Senior Services
Security Level: Email, Account Authentication
(None)

Signature Adoption: Pre-selected Style
Using IP Address: 2600:387:f:59::1
Signed using mobile

Sent: 12/22/2025 4:20:49 PM
Viewed: 12/23/2025 10:40:25 AM
Signed: 12/23/2025 10:40:46 AM

Electronic Record and Signature Disclosure:

Not Offered via Docusign

Chad Alexis
chad.alexis@fultoncountyga.gov
Security Level: Email, Account Authentication
(None)

Signature Adoption: Pre-selected Style
Using IP Address: 74.174.59.10

Sent: 12/23/2025 10:40:49 AM
Viewed: 12/23/2025 10:57:19 AM
Signed: 12/23/2025 11:01:59 AM

Electronic Record and Signature Disclosure:

Accepted: 12/23/2025 10:57:19 AM
ID: 1e64fe3f-4780-4b36-ae4-4abe1d3f231c

Signer Events	Signature	Timestamp
<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> <p>Electronic Record and Signature Disclosure: Accepted: 11/27/2017 1:39:37 PM ID: b7ce88ee-0c66-4f3a-bfee-705e0af602d8</p>	<p>Completed</p> <p>Using IP Address: 74.174.59.10</p>	<p>Sent: 12/23/2025 11:02:02 AM Viewed: 12/29/2025 11:07:12 AM Signed: 1/7/2026 10:32:25 AM</p>
<p>Robert L. Pitts harriet.thomas@fultoncountyga.gov Chairman Fulton County Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 1/10/2026 9:17:56 AM ID: 03848826-b557-43a2-b1b2-3c04aab01a6e</p>	<p><i>Robert L. Pitts</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 2600:387:2:824::22 Signed using mobile</p>	<p>Sent: 1/7/2026 10:32:28 AM Viewed: 1/10/2026 9:17:56 AM Signed: 1/10/2026 9:18:12 AM</p>
<p>Tonya Grier tonya.grier@fultoncountyga.gov Clerk to the Commission Fulton County Government Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 10/27/2025 11:21:47 AM ID: 4889b84d-8ea3-4ba9-bf87-bf4c309e21ab</p>	<p><i>Tonya Grier</i></p>  <p>Signature Adoption: Uploaded Signature Image Using IP Address: 2600:1700:c0f0:4020:c5fb:762f:704:3741 Signed using mobile</p>	<p>Sent: 1/10/2026 9:18:14 AM Viewed: 1/10/2026 2:27:37 PM Signed: 1/10/2026 2:28:36 PM</p>

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
<p>Brian Jones brian.jones@fultoncountyga.gov President-Elect Fulton County Government Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<p>VIEWED</p> <p>Using IP Address: 2600:387:f:22a::6</p>	<p>Sent: 12/22/2025 3:26:09 PM Viewed: 12/22/2025 4:20:48 PM</p>

Certified Delivery Events	Status	Timestamp
Brian Jones brian.jones@fultoncountyga.gov President-Elect Fulton County Government Security Level: Email, Account Authentication (None)	<div style="border: 2px solid blue; padding: 5px; display: inline-block; font-weight: bold; color: blue;">VIEWED</div> Using IP Address: 74.174.59.4	Sent: 1/10/2026 2:28:40 PM Viewed: 1/12/2026 9:38:46 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Carbon Copy Events	Status	Timestamp
Dian DeVaughn dian.devaughn@fultoncountyga.gov Security Level: Email, Account Authentication (None)	<div style="border: 2px solid blue; padding: 5px; display: inline-block; font-weight: bold; color: blue;">COPIED</div>	Sent: 1/12/2026 9:38:47 AM Viewed: 1/12/2026 10:04:33 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	12/19/2025 2:40:32 PM
Certified Delivered	Security Checked	1/12/2026 9:38:46 AM
Signing Complete	Security Checked	1/10/2026 2:28:36 PM
Completed	Security Checked	1/12/2026 9:38:47 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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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.

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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.

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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:

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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..

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- 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

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