

# CONTRACT DOCUMENTS

# **FOR**

# REQUEST FOR PROPOSAL 24RFP013124C-MH 2024 ARPA CONSOLIDATED COMMUNITY SERVICES PROGRAM FOR

# DEPARTMENT OF COMMUNITY DEVELOPMENT

**OF** 

**FULTON COUNTY, GEORGIA** 

#### **American Rescue Plan Act**

# **Subrecipient Contract between Fulton County**

# and Citizen Advocacy of Atlanta & DeKalb, Inc

This **SUBRECIPIENT CONTRACT** ("Contract") is made by and between **Fulton County, Georgia**, a political subdivision of the State of Georgia ("Fulton County"), by and through its Department of Community Development ("Community Development"), and **Citizen Advocacy of Atlanta & DeKalb, Inc** ("Subrecipient") as a nonprofit, tax exempt 501(c) (3) within the State of Georgia (hereinafter collectively referred to as the "Parties").

WHEREAS, a world-wide emergency has arisen with respect to a novel coronavirus known as SARS-CoV-2 ("COVID-19"), which has rapidly spread throughout the world and is now having an unprecedented adverse impact on the citizens and communities throughout Fulton County, Georgia, among others; and

WHEREAS, On March 11, 2021, the American Rescue Plan Act was signed into law, and established the Coronavirus State Fiscal Recovery Fund and Coronavirus Local Fiscal Recovery Funds, which together make up the Coronavirus State and Local Fiscal Recovery Funds ("SLFRF") program; and

WHEREAS, on June 26, 2024, the Fulton County Board of Commissioners ("Board") accepted as a part of the Fulton County Operational report the allocation of \$250,000.00 in American Rescue Plan Act ("ARPA") funding (Agenda Item #24-0432) to fund eligible, unfunded 2024 Consolidated Community Services Program ("CCSP") recommended agencies (Agenda Item #24-0350).; and

WHEREAS, Citizen Advocacy of Atlanta & DeKalb provides protection and advocacy to people who have developmental disability labels by initiating and supporting one-to-one advocacy relationships. We invite and involve a wide range of local people into a wide range of responsible personal relationships with people whose lives are diminished because of prejudice toward disability. We envision a community in which people with disabilities are safe from discrimination and social exclusion because they are personally allied with ordinary people experiencing typical community life.; and

**WHEREAS**, in 2024, Subrecipient was selected through a competitive application process for a funding award to provide services and programs to the citizens of Fulton County, and it has shown that it is capable of providing these services efficiently; and

**WHEREAS**, Fulton County desires to engage Subrecipient to render certain services hereinafter described herein, which is to be wholly or partially financed by ARPA funding; and

**WHEREAS**, Subrecipient desires to render such services in connection with the project as a subrecipient of the ARPA allocation, in compliance with all obligations required by this designation; and

WHEREAS, the Board finds that allocating ARPA funding to Subrecipient will allow this entity to provide assistance and services to Fulton County residents in the ARPA eligible use category(ies) of: Assistance to Unemployed Workers, Building Stronger Communities through Investments in Housing and Neighborhoods ("Eligible Use"); and

**WHEREAS**, the Parties deem it to be in the best interest of both parties to enter into this Contract under the terms, obligations and conditions expressed herein.

**NOW THEREFORE**, in consideration of the mutual benefits to both Parties, it is hereby agreed as follows:

#### ARTICLE I. PURPOSE AND RELATIONSHIP

- 1. <u>Purpose</u>. This Contract describes the way in which the Parties will use the ARPA funding allotment in responding to the economic and public health impacts of COVID-19 and efforts to contain impacts on the communities, residents, and businesses in Fulton County.
- 2. <u>Independent Contractor</u>. The relationship of Subrecipient to Fulton County is that of an independent contractor and not of an employee/employer. Neither this Contract, nor any activities described herein, shall be construed as creating a partnership, joint venture, franchise, agency, or other such relationship, and neither Party shall have the right, power, or authority to obligate or bind the other party in any manner whatsoever, without the other party's prior written consent. It is expressly understood that any individual performing services under this Contract on behalf of Subrecipient shall not be deemed to be an employee or independent contractor of Fulton County, and such individual shall not be entitled to tax withholding, workers' compensation, unemployment compensation or any employee benefits, statutory or otherwise, from Fulton County. Subrecipient agrees that it is solely responsible for the reporting and payment of income, social security and other employment taxes due to the proper taxing authorities with respect to such personnel. Subrecipient agrees to indemnify, defend and hold harmless Fulton County and its directors, officers, employees and agents from and against any and all costs, losses, damages, liabilities, expenses, demands and judgments, including court costs and attorney's fees, relating to the reporting and payment of income, social security and other employment taxes and the provision of employee benefits with respect to such individual performing services under this Contract on behalf of Subrecipient. This provision shall survive the expiration or termination of this Contract.

#### ARTICLE II. AWARD AND SCOPE OF SERVICES

- 1. Term. This Contract is effective from January 1, 2024 through December 31, 2024.
- 2. <u>Award</u>. ARPA funding in the amount of \$25,000.00 ("Award Amount") will be provided by Fulton County to Subrecipient to provide support through the Eligible Use for individuals/families who reside in Fulton County, with such services provided for the period January 1, 2024 through December 31, 2024.

- 3. <u>Disbursement</u>. Fulton County will disburse the Award Amount in one installment upon execution of this Contract. All invoices subsequently submitted to verify services rendered are subject to review and approval by the Finance Department-Accounts Payable Division.
- 4. <u>Scope of Services</u>. Subrecipient will provide support for individuals/families who reside in Fulton County for the purpose of the Eligible Use, in the Award Amount in accordance with the scope of services described in <u>Schedule 1</u> hereto (the "Scope of Services"). Subrecipient shall spend the Award Amount for the purposes described in Scope of Services, unless other direct changes are agreed to in writing in advance by Fulton County. In no event will Fulton County be obligated for providing any funding above the total amount of the Award Amount.

Subrecipient agrees that only five percent of the Award Amount may be used for administrative purposes. ARPA funding must be used for an "Eligible Use Category" cost/service for Subrecipient's client.

5. <u>Right to Recovery</u>. Use of grant funds for any costs not approved by this Contract may be subject to reimbursement to Fulton County.

#### ARTICLE III. REPORTING

1. <u>Maintenance of Records</u>. Subrecipient shall maintain a financial management system and financial records and shall administer funds received pursuant to this Contract in accordance with all applicable federal and state requirements. Subrecipient shall adopt such additional financial management procedures as may from time to time be prescribed by Fulton County if required by applicable laws, regulations, or guidelines from its federal and state government funding sources. Subrecipient shall maintain detailed, itemized documentation and records of all income received and expenses incurred pursuant to this Contract.

Subrecipient must maintain all records, books, papers, and other documents related to its performance of the Scope of Services for a period of five years following the termination of this Contract or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit, or other inquiry involving this Contract. Such records shall include the full name of individuals served with ARPA funding and where applicable the date of birth, gender, race, and ethnicity of individual receiving assistance. Subrecipient shall make all records, books, papers, and other documents that relate to this Contract available at all reasonable times for inspection, review, and audit by the authorized representatives of Fulton County and the federal government, if so requested.

During the term of this Contract, the Parties shall comply will Federal and State laws and regulations regarding confidentiality of participant records and information.

2. <u>Financial Reports</u>. Subrecipient will submit a close out report of assistance provided to citizens from the allotment provided by Fulton County. Fulton County will provide the performance template and due date to the Subrecipient, and the Subrecipient shall submit the reports electronically. The Subrecipient shall

register and maintain an updated profile with <u>SAM.gov</u>. The County reserves the right to impose additional reporting requirements based on the amount and nature of the award by providing these requirements to the Subrecipient in the County's discretion.

3. <u>Limitations on Expenditures</u>. Subrecipient shall not be reimbursed or otherwise compensated for any expenditures incurred or services provided prior to the Effective Date or following the earlier of the expiration or termination of this Contract. Fulton County shall only reimburse Subrecipient for documented expenditures incurred during the Contract Term that are: (i) reasonable and necessary to carry out the Scope of Services; (ii) documented by contracts or other evidence of liability consistent with established Fulton County and Subrecipient procedures; and (iii) incurred in accordance with all applicable requirements for the expenditure of funds payable under this Contract.

Any item of expenditure by Subrecipient under the terms of this Contract which is found by auditors, investigators, and other authorized representatives of Fulton County or the federal government to be improper, unallowable, in violation of federal or state law or the terms of this Contract, or involving any fraudulent, deceptive, or misleading representations or activities of Subrecipient, shall become Subrecipient's liability, to be paid by Subrecipient from funds other than those provided by Fulton County under this Contract or any other agreements between Fulton County, and Subrecipient. This provision shall survive the expiration or termination of this Contract.

- 4. Audited Financial Statements. If Subrecipient expends \$750,000 or more in federal awards during a fiscal year, Subrecipient acknowledges that it must comply with federal audit requirements, including the preparation of an audit by an independent certified public accountant. During the term of this Contract, the Parties shall comply will Federal and State laws and regulations regarding confidentiality of participant records and information. If Subrecipient expends less than \$750,000 in federal awards in any fiscal year, it is exempt from federal audit requirements, but its records must be available for review by Fulton County and the federal government. Subrecipient shall provide Fulton County with a copy of Subrecipient's most recent audited financial statements, federal Single Audit report, if applicable, and management letter within thirty (30) days after execution of this Contract and thereafter within nine (9) months following the end of Subrecipient's most recently ended fiscal year.
  - 5. <u>Survival</u>. This Article shall survive the expiration or termination of this Contract.

#### ARTICLE IV. COOPERATION IN MONITORING AND EVALUATION.

1. <u>Fulton County Responsibilities</u>. Fulton County shall monitor, evaluate, and provide guidance and direction to Subrecipient in the conduct of the Scope of Services performed under this Contract. Fulton County has the responsibility to determine whether Subrecipient has spent funds in accordance with applicable laws, regulations, including the federal audit requirements and agreements and shall monitor the activities of Subrecipient to ensure that Subrecipient has met such requirements. Fulton County may require Subrecipient to take corrective action if deficiencies are found. Methods to ensure compliance for federal

awards made to the Subrecipient may include pre-award audits, monitoring during the contract and post-award audits.

2. <u>Subrecipient Responsibilities</u>. Subrecipient shall permit Fulton County to carry out monitoring and evaluation activities, including any performance measurement system required by applicable law, regulation, funding sources guidelines or by the terms and conditions of the applicable Notice of Prime Award, and Subrecipient agrees to ensure, to the greatest extent possible, the cooperation of its agents, employees and board members in such monitoring and evaluation efforts. This provision shall survive the expiration or termination of this Contract.

Subrecipient shall cooperate fully with any reviews or audits of the activities under this Contract by authorized representatives of Fulton County or the federal government and Subrecipient agrees to ensure to the extent possible the cooperation of its agents, employees, and board members in any such reviews and audits. This provision shall survive the expiration or termination of this Contract.

### ARTICLE V. COMPLIANCE WITH GRANT AGREEMENT AND APPLICABLE LAWS.

- 1. <u>Compliance with Prime Award and Subaward</u>. Subrecipient shall perform all activities funded by this Contract in accordance with this Contract, Schedule 1 and the applicable contract provisions for nonfederal entity contracts under federal awards required under Appendix II to the Uniform Guidance.
- 2. <u>Compliance with Applicable Laws</u>. Subrecipient shall perform all activities funded by this Contract in accordance with all applicable federal, state, and local laws, including without limitation laws which regulate the use of funds allocated under ARPA. The term "federal, state and local laws" as used in this Contract shall mean all applicable statutes, rules, regulations, executive orders, directives, or other laws, including all laws as presently in effect and as may be amended or otherwise altered during the Term, as well as all such laws which may be enacted or otherwise become effective during the Term. The term "federal, state and local laws" shall include, without limitation, any regulation promulgated pursuant to ARPA.

By entering into this Contract, Subrecipient represents and warrants that it is not in violation of any, and complies with all, federal laws and regulations applicable to subawardees of federal funds and maintains all required federal, state, and local licenses, certifications, permits and accreditations, including the Uniform Guidance found in 2 C.F.R. 200.

#### ARTICLE VI. TERMINATION

- 1. Any Party may terminate this Contract by giving thirty (30) calendar days written notice to the other Party and such termination shall be effective upon the 30<sup>th</sup> day. Notice of termination shall be given to the appropriate Party at the address shown in Article VII of this Contract.
- 2. Anything contained herein to the contrary notwithstanding, Fulton County may terminate the Contract effective immediately prior to expiration of the term where Subrecipient commits a material breach

of the Contract and fails to cure said breach within the time allotted by Fulton County.

3. Upon expiration of the term of this Contract or termination of the Contract, the Parties shall agree upon any outstanding present and future obligations and performance commitments to one another, and shall arrange for a proper accounting and work plan for any and all such obligations.

#### **ARTICLE VII. NOTICES**

1. For purposes of this Contract, any notices required to be sent to the Parties shall be hand delivered or mailed to the addresses provided below:

# **To Fulton County:**

Fulton County Community Development Department

137 Peachtree Street SW

Atlanta, Georgia 30303

#### Copy to:

Office of the County Manager

141 Pryor Street, Suite 10062

Atlanta, Georgia 30303

Office of the County Attorney

141 Pryor Street, Suite 4038

Atlanta, Georgia 30303

#### **To Subrecipient:**

Citizen Advocacy of Atlanta & DeKalb, Inc

1561 McLendon Avenue NE

Atlanta, Georgia 30307

#### ARTICLE VIII. INSURANCE

Subrecipient agrees to obtain, maintain and furnish to Fulton County, a Certificate of Insurance (COI) showing the required coverage during the entire term of this Agreement. All insurance limits are listed in the "Insurance and Risk Management Provisions" document, Attachment "A", with Fulton County, Georgia added as an "Additional Insured". The cancelation of any policy of insurance required by this Agreement shall meet the requirements of notice under the laws of the State of Georgia as presently set forth in the Georgia Code.

#### ARTICLE IX. GENERAL PROVISIONS

- 1. If any part of this Contract is found to be invalid or unenforceable, or is otherwise stricken, the rest of this Contract shall remain in full force and effect.
- 2. This Contract constitutes the entire agreement between the Parties. It supersedes any prior oral understandings between them with respect to the matters addressed herein.
- 3. This Contract may be modified only by written agreement of the Parties, with such modification being subject to approval by the governing bodies of the Parties.
- 4. Waiver of any term or condition of this Contract shall be effective in writing and shall not be construed as a waiver of any subsequent breach or waiver of the same term or condition, or a waiver of any subsequent breach or waiver of the same term or condition, or a waiver of any other term or condition of this Contract. Nothing herein shall constitute or be considered a limitation upon or waiver of the Parties' rights under applicable law.
- 5. This Contract shall inure to the benefits of and be binding upon the Parties hereto, their successors and assigns. This Contract is not intended to create any rights interest, or benefits in third parties.
  - 6. This Contract shall be governed by the laws of the State of Georgia.
- 7. This Contract may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original without the production of any other counterpart. Any signature delivered via facsimile or other electronic means shall be deemed an original signature hereto.
- 8. This Contract is not intended to and shall not be construed to give any Third Party any interest or rights (including, without limitation, any Third Party beneficiary rights) with respect to or in connection with any agreement or provision contained herein or contemplated hereby, except as otherwise expressly provided for in this Contract.

(SIGNATURES ON LAST PAGE)

#### **Schedule I**

Name of Subrecipient: Citizen Advocacy of Atlanta & DeKalb, Inc

Subrecipient's Unique Entity ID (SAM) Number: 033196465

#### **SCOPE OF CONTRACTOR'S DUTIES:**

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

#### **SCOPE OF WORK:**

ARPA Consolidated Community Services Program (ARPA-CCSP)

**CCSP Service Category:** Disabilities

Eligible Use Category(ies): Assistance to Unemployed Workers, Building Stronger Communities through Investments in Housing and Neighborhoods

### **CCSP Funding Priority(ies):**

Children and Youth: Not Applicable

**Disabilities:** Number of Persons with Disabilities who are self-sufficient or able to live independently...,Number of Persons with Disabilities who can focus on overall wellness...,Number of persons without disabilities educated/trained to interact/work with Persons with Disabilities in workplace...

Economic Stability: Not Applicable

Health and Wellness: Not Applicable

**Homelessness:** Not Applicable

**Senior Services:** Not Applicable

Veterans Services: Not Applicable

Citizen Advocacy of Atlanta & DeKalb, Inc, Citizen Advocacy: Inclusion Matters will provide services at the following locations at specified times during the contract period of <u>01/01/2024</u> through <u>12/31/2024</u>:

<u>Service Delivery Site(s):</u>

Name of Program Site	Program Location (complete physical address)	Program City	Program State	Program Zip code	Fulton County District of the program (Facility) location	District(s) of Fulton County Residents Served by the program (facility) location
Neighborhood Church	1561 McLendon Ave NE	Atlanta	Georgia	30307	NA	1,2,3,4,5,6

# **Approach and Design:**

Citizen Advocacy of Atlanta & DeKalb, Inc, Citizen Advocacy: Inclusion Matters will provide services, with ARPA-CCSP funding, to <u>125</u> clients that reside in Fulton County.

Citizen Advocacy of Atlanta & DeKalb, Inc, will provide the following activities and services in Fulton County with ARPA-CCSP funding:

# Approach and Design

The program Citizen Advocacy: Inclusion Matters will provide services to 125 total Fulton county residents to promote protection, advocacy, and social inclusion for people who have developmental disabilities living in Fulton County Georgia. The Inclusion Matters program with support from CSP, Georgia Advocacy Office and individual supporters will provide provide services to 20 people with disabilities by initiating and supporting one-to one voluntary citizen advocacy relationships between individuals who have developmental disability labels (Protégé) and individual citizens living a full typical life (Citizen Advocate). The program will also provide education/training to 1110 Fulton County residents without disabilities on promoting valued social roles and inclusion for people with disabilities in the community.

### A. Matching

The matching process is labor and time intensive. Identifying and recruiting a citizen advocate for one protégé can take many months. The average time to make one citizen advocacy match is about five months.

The coordinator ensures that advocates and protégés are well suited to one another and supports their growing relationships by carrying out the following 7 key activities.

1) Protégé Recruitment is the active and intentional search for potential protégés, rather than a practice of passive referral.

The coordinator gets to know the protégé well enough to begin the process of trying to understand who this person is. Coordinators capture elements of the person's life and work to clarify issues so that information can be conveyed more effectively to a potential advocate. From this the coordinator drafts some relevant characteristics of the potential advocate and develops the strategy of how that potential advocate might be located.

- 2) Advocate Recruitment Involves a persistent search for the "right" advocate in a careful, focused and deliberate manner. It is based on the protégé profile developed during protégé recruitment, which gives ideas about what qualities the advocate should possess for a particular protégé, where this kind of person might typically be found, and who might know such a person. Coordinators typically rely on personal networks and the connections of board members and core group members for names of people to contact. If no name is forthcoming, coordinators may then make "cold" calls to key community people within a particular protégé's geographic, cultural, spiritual or interest communities.
- 3) Advocate Orientation is an individualized approach to helping potential advocates learn about Citizen Advocacy, why it is important, the role of the office and coordinator etc. However, the main focus is on the life situations of people with disabilities and specifics of these in relation to the protégé in question. This is particularly important because quite often typical people also have negative stereotypes about people with disabilities which they have learned within the culture. When discussing the principles of Citizen Advocacy, emphasis is placed on advocate independence and primary loyalty to the protégé. A variety of written materials, articles and stories are used in the orientation process.

Advocates can assume a variety of roles for their proteges, but every advocate works to ensure their protege has access to essential components of life including: permanent appropriate and inclusive housing, food security, access to necessary medical and supportive resources, and social opportunities in nonsegregated settings.

- 4) Introductions involve several meetings between the potential advocate and protégé at different locations. It is preferred to introduce the potential advocate to the protégé for the first time at a location other than where the protégé lives or works. This gives the advocate a chance to meet the person first and not be distracted by the surroundings (which usually convey messages of their own about the protégé). Coordinators facilitate discussions or other activities between the potential advocate and the protégé. After the first meeting, both parties are asked if they would like to continue to meet, and coordinators facilitate as many meetings as may be necessary in order to help both people to make a commitment to the relationship.
- 5) Matching occurs when both people say "yes" to the relationship, and the coordinator has clarified the major issues. There must also be independent action on the part of the advocate in relation to their protégé before calling it a match. The coordinator then reviews the issues discussed previously, to stress the

importance of advocate independence and loyalty to the protégé and clarifies the role of the coordinator and the office in follow-along and support.

# B. Support

- 6) Advocate Follow Along and Support is an individualized and systematic plan that keeps the office and advocate in touch with one another. Through discussion, the program coordinator offers assistance, information, contacts or resources that may be helpful to an advocate as they support their protege. Coordinators may also bring advocates with similar concerns or issues together for discussion and mutual support.
- 7) Ongoing Training is an opportunity to offer technical support and training to advocates individually or as a group to help them support their protege. Trainings are most often facilitated by people who have specific areas of expertise outside of the coordinator's skills.

# C. Community Education

- 1) Individual Education/Training occurs throughout the process of making matches. Not everyone that Citizen Advocacy interacts with will become a citizen advocate, but the program invests time and resources in providing individuals education on the historical and current discrimination of people living with developmental disabilities and how fellow citizens can promote real inclusion in their community.
- 2) Group Education/Training for the general public occurs in different formats. Citizen Advocacy of Atlanta & DeKalb continues to reach out to other institutions and organizations to partner in providing education/training in a group format around the historical and current discrimination of people living with developmental disabilities and how fellow citizens can promote real inclusion in their community.

Citizen Advocacy of Atlanta & DeKalb's approach is an innovative and evidence-based practice that has profoundly impacted the lives of people living with disabilities for over 40 years. Bringing fellow citizens alongside vulnerable people living with disabilities not only provides protection for each individual but works toward Fulton County Government's vision of a diverse community with a thriving economy, safe neighborhoods, healthy residents, and a rich quality of life that all people can enjoy. By its very nature the approach ensures people with disabilities have access to both at home and community based services.

In the past twelve months Citizen Advocacy of Atlanta & DeKalb has collaborated with the following organizations to promote diversity, and community inclusion for people with disabilities in our community:

- 1. The Georgia Advocacy Office is a partner in engaging fellow citizens in protection and advocacy, Supported Decision Making, Voting Education and Inclusion.
- 2. Neighborhood Church community partnership on diversity and inclusion for people with disabilities, and racial justice.

- 3. LEAD Atlanta is a partner in corporate communities spreading awareness of inclusion initiatives.
- 4. Borealis Foundation Disability Inclusion Fund continues to financially support Citizen Advocacy of Atlanta & DeKalb as one of its few representative grantees in the SouthEast.

# **Designation of ARPA-CCSP Funds:**

Based on the awarded amount of <u>\$25,000.00</u>, the ARPA-CCSP funds are designated according to the following cost categories: Administrative, Operational, and Direct Services.

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

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

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

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

Cost Category	<b>Designation of CCSP Funding Award</b> \$0.00		
Administrative (5% Admin max of funds awarded.)			
Operational			
Direct Services	\$20,800.00		
Total	\$25,000.00		

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**Explanation of Funding Details:** 

Administrative – \$0, Operational – \$4,200, Direct Services – \$20,800

Operational- \$4,200- Rent

Direct Services- \$20,800- Coordinator Salary- The coordinator salary is for direct services rendered by the coordinator. Direct services include protege recruitment, advocate recruitment, matching, relationship support and follow along and training/education.

**Program Performance Measures:** 

Citizen Advocacy of Atlanta & DeKalb, Inc agrees to track and report program performance to the Fulton County Department of Community Development.

**County Defined Performance Measure(s):** 

Children and Youth: Not Applicable

**Disabilities:** Number of Persons with Disabilities who are self-sufficient or able to live independently...,Number of Persons with Disabilities who can focus on overall wellness...,Number of persons without disabilities educated/trained to interact/work with Persons with Disabilities in workplace...

Economic Stability: Not Applicable

Health and Wellness: Not Applicable

Homelessness: Not Applicable

Senior Services: Not Applicable

Veterans Services: Not Applicable

The following program measures/ Key Performance Indicators ("KPI's") will be utilized to track and report program outcomes for the Fulton County residents supported with ARPA-CCSP funding, during the funding period 01/01/2024 through 12/31/2024:

Citizen Advocacy program effectiveness is measured by the Citizen Advocacy Program Evaluation (CAPE). Citizen Advocacy: Inclusion Matters will be measured using CAPE. The CAPE manual provides a clear description through a series of assessment ratings which are applied to the key citizen advocacy activities (Protege Recruitment, Advocate recruitment, Advocate Orientation, Matching, Follow Along, Support and Training).

- 1. have identification with the person who has a developmental disability
- 2. representation of the interests of the protégé.
- 3. bring the person with the disability into social and community life.
- 4. Establish a committed ongoing, even long-term relationship.

110 Fulton County Residents without disabilities will be provided education/training over the course of the program year.20 Fulton County Residents with disabilities will be provided services.

1 Relationship story from Fulton County will be disseminated to the public on a semi-annual basis through physical newsletters, digital newsletters, website blog, or annual report. (2 total relationship stories over the program period)

Performance measures will be documented in a written monthly report submitted to the board of directors. Each match will be recorded and documented.

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

Citizen Advocacy of Atlanta & DeKalb will report on the number of matches that are made and supported that demonstrate continued potential for a long-lasting relationship.

Citizen Advocacy of Atlanta & DeKalb will report the number of citizen advocates who demonstrate deep identification with their protégé at their personal expense.

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

OWNER:	CONTRACTOR:
FULTON COUNTY, GEORGIA  Docusigned by:  Robert L. Pitts Robert L. Pitts, Chairman	Citizen Advocacy of Atlanta & VENDOR NAME DeKalb, Inc.  Signed by: Name of Signatory: Aaron Lichkay  Layou Lichtauf Signatory: Executive Director  2181FEF03FD6435  Authorized Signature
Fulton County Board of Commissioners	Authorized Signature
ATTEST:  Docusigned by:  Down K. Grier  Tonya R. Grier  Clerk to the Commission  (Affix County Seal)	ATTEST:  Signed by: Name of 2nd Signatory: Craig Blythe  Craig Blythde of 2nd Signatory: Board Chair  F7904BDBA784448  Second Authorized Signature  (Affix Corporate Seal, if applicable)
APPROVED AS TO FORM:  Signed by:  David Lowman  OEC92EDADEFB488  Office of the County Attorney	
APPROVED AS TO CONTENT:  Stanly Wilson  Stanley Wilson, Director Fulton County Department of Community Development  Please select RM or 2ND RM from the check	:k <b>bo</b> x
RM	χ 2ND RM
ITEM#:RM: REGULAR MEETING	ITEM#: 24-0432 2ND RM: 6/26/2024 SECOND REGULAR MEETING
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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 07/29/2024

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on

this certificate does not confer right	s to the certificate holder in lieu of such	endorsement(s).	
PRODUCER		CONTACT Judith Davis NAME:	
Hamby & Aloisio Inc.		(A/C, NO, EXI): (A/C, NO):	(770) 551-3289
53 Perimeter Center East #400		E-MAIL judith@hains.com	
		INSURER(S) AFFORDING COVERAGE	NAIC #
Atlanta	GA 30346	INSURER A: Alliance of Nonprofits for Ins.	10023
INSURED		INSURER B: Wesco Insurance Company	
Citizen Advocacy of Atlanta	& Dekalb, Inc.	INSURER C: Great American Insurance Co.	518
1561 McLendon Ave. NE		INSURER D:	
		INSURER E:	
Atlanta	GA 30307	INSURER F:	
COVERAGES	CEDTIFICATE NUMBER: 2024-2025	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	NSR TR TYPE OF INSURANCE		ADDL INSD	SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	S
	X	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	\$ 1,000,000
l		CLAIMS-MADE OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000
l								MED EXP (Any one person)	\$ 20,000
Α			Υ		2024-52277	07/01/2024	07/01/2025	PERSONAL & ADV INJURY	\$ 1,000,000
l	GEN	I'L AGGRE <u>GATE</u> LIMIT APP <u>LIES</u> PER:						GENERAL AGGREGATE	\$ 2,000,000
l	×	POLICY PRO- JECT LOC						PRODUCTS - COMP/OP AGG	\$ 2,000,000
		OTHER:						Liquor Liability	\$
	AUT	OMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
l		ANY AUTO						BODILY INJURY (Per person)	\$
Α		OWNED SCHEDULED AUTOS ONLY AUTOS			2024-52277	07/01/2024	07/01/2025	BODILY INJURY (Per accident)	\$
l	×	AUTOS ONLY  NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
									\$
	X	UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	\$ 1,000,000
Α		EXCESS LIAB CLAIMS-MADE	Υ		2024-52277-UMB	07/01/2024	07/01/2025	AGGREGATE	\$ 1,000,000
		DED RETENTION \$ 0							\$
l		KERS COMPENSATION						PER OTH- STATUTE ER	
В	ANY	PROPRIETOR/PARTNER/EXECUTIVE CER/MEMBER EXCLUDED?	N/A		WSS3726829	07/20/2024	07/20/2025	E.L. EACH ACCIDENT	\$ 500,000
-	(Man	datory in NH)				01/20/2021	01/20/2020	E.L. DISEASE - EA EMPLOYEE	\$ 500,000
	DES(	, describe under CRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$ 500,000
l	Dire	ectors and Officers						General Aggregate	\$1,000,000
С		Directors and Officers		EPPE452	EPPE452123	01/16/2024	01/16/2025	EMPLOYMENT	\$1,000,000
								D&O Liability	\$1,000,000

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

Additional Insured-Designated Person or Organization (Form CG 20 26 04 13)

CERTIFICATE HOLDER		CANCELLATION
Fulton County Government 141 Pryor Street SW		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
1411 Iyor Glicet GW		AUTHORIZED REPRESENTATIVE
Atlanta	GA 30303-3408	Vuen M Hany

#### STATE OF GEORGIA

#### **COUNTY OF FULTON**

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

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services¹ under a contract with [insert name of prime contractor (Agency)] Citizen Advocey of Atlanta and Devalo Tro. on behalf of Fulton County Government has registered with and is participating in a federal work authorization program\*,² in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

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

96187	
EEV/Basic Pilot Program* User Identification Number	
Citizen Advicacy of Atlanta and Dellalb Inc. Name of Contractor (Agency)	
-	
BY: Authorized Signature of Officer or Agent of Contractor	
Executive Director  Title of Authorized Officer or Agent of Contractor of Contractor	
Printed Name of Authorized Officer or Agent of Contractor	
Sworn to and subscribed before me this 20 day of F600	LAN 1111 20 241.
Notary Public: Yal WW \taken \	NOTARY
County: Dekalb	PUBLIC
Commission Expires: July 19, 2027	My Comm. Expires Jul 19, 2027
	ATE OF GEOR

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

<sup>&</sup>lt;sup>2</sup>\*[Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603].



#### **Certificate Of Completion**

Envelope Id: E11410AD6C7149AE95CEB83A2BC8D9EC Status: Completed Subject: Please DocuSign: 2024 ARPA-CCSP Contract-Citizen Advocacy Atl/Dklb-BOC Agenda#24-0432 & #24-0350

Parcel ID:

Employee Name: Source Envelope: Document Pages: 18

Certificate Pages: 7 AutoNav: Enabled

Envelopeld Stamping: Enabled

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

Canada)

Signatures: 6 Initials: 0

**Envelope Originator:** Carlos S. Thomas Stamps: 1 141 Pryor Street

Purchasing & Contract Compliance, Suite 1168

Atlana, GA 30303

carlos.thomas@fultoncountyga.gov IP Address: 73.106.219.199

#### **Record Tracking**

Status: Original

8/15/2024 1:16:41 PM

Security Appliance Status: Connected

Storage Appliance Status: Connected

Holder: Carlos S. Thomas

carlos.thomas@fultoncountyga.gov

Pool: StateLocal

Pool: Fulton County Government

Location: DocuSign

Location: DocuSign

#### **Signer Events**

Aaron Lichkay

aaron@citizenadvocacyatlantadekalb.org Security Level: Email, Account Authentication

(None)

Signature

Signed by: laron lichkay

Signature Adoption: Pre-selected Style Using IP Address: 24.131.50.141

#### **Timestamp**

Sent: 8/15/2024 1:52:12 PM Resent: 8/19/2024 1:38:10 PM Viewed: 8/20/2024 1:07:14 PM Signed: 8/20/2024 1:08:04 PM

Sent: 8/20/2024 1:08:06 PM

Viewed: 8/20/2024 2:00:01 PM

Signed: 8/20/2024 2:01:44 PM

#### **Electronic Record and Signature Disclosure:**

Accepted: 8/20/2024 1:07:13 PM ID: 9b5d9c38-4932-44d5-83d8-92f23ee09bfe

Craig Blythe

craig.blythe2@gmail.com

Security Level: Email, Account Authentication

(None)

Craig Blythe

Signature Adoption: Pre-selected Style Using IP Address: 174.209.97.113 Signed using mobile

#### **Electronic Record and Signature Disclosure:**

Accepted: 8/20/2024 2:00:01 PM

ID: db55269a-af70-47a6-bafd-9a90e30224d0

Mark Hawks2 mark.hawks@fultoncountyga.gov Chief Assistant Purchasing Agent Purchasing and Contract Complliance

Security Level: Email, Account Authentication (None)

**Electronic Record and Signature Disclosure:** 

Not Offered via DocuSign

Stanley Wilson

Stanley.Wilson@fultoncountyga.gov

Director

Stanley Wilson

Security Level: Email, Account Authentication

(None)

Completed

Using IP Address: 45.20.200.178

Sent: 8/20/2024 2:01:47 PM Viewed: 8/21/2024 8:26:32 AM

Signed: 8/21/2024 8:27:04 AM

Stanley Wilson

Signature Adoption: Pre-selected Style Using IP Address: 76.209.103.30

Sent: 8/21/2024 8:27:06 AM Viewed: 8/21/2024 11:03:44 AM Signed: 8/21/2024 11:03:48 AM

**Signer Events** Signature **Timestamp Electronic Record and Signature Disclosure:** Not Offered via DocuSign Sent: 8/21/2024 11:03:51 AM Lauren Hansford Completed lauren.hansford@fultoncountyga.gov Viewed: 8/21/2024 11:46:53 AM Security Level: Email, Account Authentication Signed: 8/21/2024 11:51:31 AM Using IP Address: 74.174.59.10 (None) **Electronic Record and Signature Disclosure:** Accepted: 8/21/2024 11:46:52 AM ID: 2ae60fe8-8b65-4fa3-be9a-59577a556d1a **David Lowman** Sent: 8/21/2024 11:51:33 AM David Lowman David.Lowman@fultoncountyga.gov Viewed: 8/21/2024 11:53:23 AM Security Level: Email, Account Authentication Signed: 8/21/2024 11:54:29 AM (None) Signature Adoption: Pre-selected Style Using IP Address: 74.174.59.10 **Electronic Record and Signature Disclosure:** Accepted: 8/21/2024 11:53:23 AM ID: 21a0c356-dd69-4c53-a1b2-4f08387603ea Nikki Peterson Sent: 8/21/2024 11:54:32 AM Completed nikki.peterson@fultoncountyga.gov Viewed: 8/22/2024 11:07:55 AM Chief Deputy Clerk to the Board of Commissioners Signed: 8/22/2024 11:10:21 AM Using IP Address: 68.208.197.4 **Fulton County Government** Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 11/27/2017 1:39:37 PM ID: b7ce88ee-0c66-4f3a-bfee-705e0af602d8 Robert L. Pitts DocuSigned by: Sent: 8/22/2024 11:10:24 AM Robert L. Pitts michael.oconnor@fultoncountyga.gov Viewed: 8/22/2024 11:19:26 AM Security Level: Email, Account Authentication Signed: 8/22/2024 11:24:07 AM (None) Signature Adoption: Pre-selected Style Using IP Address: 68.208.197.4 **Electronic Record and Signature Disclosure:** Not Offered via DocuSign Sent: 8/22/2024 11:24:10 AM

Tonya R. Grier tonya.grier@fultoncountyga.gov Clerk to the Commission Fulton County

Security Level: Email, Account Authentication (None)

DocuSigned by:

Tonya R. Gricr

EEC476C4837648D...

TO COMPANY OF THE PARTY OF THE

Signature Adoption: Pre-selected Style Using IP Address: 99.96.24.191

Viewed: 8/22/2024 2:50:46 PM

Signed: 8/22/2024 2:50:57 PM

### **Electronic Record and Signature Disclosure:**

Accepted: 3/16/2018 10:54:59 AM

ID: f3f241e8-3027-4447-9476-6cf20ae25dd4

**Signer Events Signature Timestamp** Mark Hawks3 Sent: 8/22/2024 2:51:02 PM Completed mark.hawks@fultoncountyga.gov Viewed: 8/23/2024 9:03:18 AM Chief Assistant Purchasing Agent Signed: 8/23/2024 9:03:26 AM Using IP Address: 45.20.200.178 Purchasing and Contract Complliance Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign **In Person Signer Events** Signature **Timestamp Editor Delivery Events Status Timestamp Agent Delivery Events** Status **Timestamp Intermediary Delivery Events Status Timestamp Certified Delivery Events Status Timestamp Carbon Copy Events Status Timestamp** Atif Henderson Sent: 8/15/2024 1:52:11 PM COPIED Atif.Henderson@fultoncountyga.gov **Fulton County Government** Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign Cherie Williams Sent: 8/15/2024 1:52:11 PM COPIED cherie.williams@fultoncountyga.gov **Fulton County Government** Security Level: Email, Account Authentication **Electronic Record and Signature Disclosure:** Not Offered via DocuSign Sent: 8/15/2024 1:52:12 PM Carlos Thomas COPIED Resent: 8/23/2024 9:03:34 AM carlos.thomas@fultoncountyga.gov **Division Manager Fulton County Government** Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign Dian DeVaughn Sent: 8/23/2024 9:03:30 AM COPIED dian.devaughn@fultoncountyga.gov Viewed: 8/23/2024 10:24:20 AM Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign **Witness Events** Signature **Timestamp Notary Events** Signature **Timestamp Envelope Summary Events Status Timestamps** Hashed/Encrypted 8/15/2024 1:52:11 PM **Envelope Sent** 

Security Checked

8/23/2024 9:03:18 AM

Certified Delivered

Envelope Summary Events	Status	Timestamps		
Signing Complete	Security Checked	8/23/2024 9:03:26 AM		
Completed	Security Checked	8/23/2024 9:03:30 AM		
Payment Events Status Timestamps				
Electronic Record and Signature Disclosure				

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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:

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

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

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

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

#### Required hardware and software

Operating Systems:	Windows® 2000, Windows® XP, Windows
	Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0
	or above (Windows only); Mozilla Firefox 2.0
	or above (Windows and Mac); Safari <sup>™</sup> 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
	-

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

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

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

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- Until or unless I notify Carahsoft OBO Fulton County, Georgia as described above, I
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  my relationship with you.