



**FULTON
COUNTY**

CONTRACT DOCUMENTS

FOR

REQUEST FOR PROPOSAL 24RFP013124C-MH

2024 CONSOLIDATED COMMUNITY SERVICES PROGRAM

FOR

DEPARTMENT OF COMMUNITY DEVELOPMENT

OF

FULTON COUNTY, GEORGIA

CONTRACT AGREEMENT

THIS AGREEMENT (“Agreement”), entered into this **1st day of January 2024**, by and between **FULTON COUNTY**, Georgia (hereinafter referred to as “Fulton County” or “County”), a political subdivision of the State of Georgia, acting by and through its Community Development Department’s Youth and Community Services Division (“YCS”), and **Learn To Grow, Inc.** (hereinafter referred to as “Contractor”), a corporation organized as a nonprofit, tax exempt 501(c)(3) agency, authorized to conduct business within the state of Georgia (hereinafter collectively referred to as the “Parties”).

WITNESSETH

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

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

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

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

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

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

.....

INDEX OF ARTICLES

ARTICLE 1. PARTIES AND TERM

ARTICLE 2. SCOPE OF CONTRACTOR'S DUTIES

ARTICLE 3. COMPENSATION FOR SERVICES

ARTICLE 4. RECORD KEEPING

ARTICLE 5. INDEMNIFICATION

ARTICLE 6. TERMINATION OF AGREEMENT FOR CAUSE

ARTICLE 7. INDEPENDENT CONTRACTOR STATUS

ARTICLE 8. INSURANCE

ARTICLE 9. AMENDMENTS AND MODIFICATIONS TO AGREEMENT

ARTICLE 10. SUBCONTRACTING

ARTICLE 11. ASSIGNABILITY

ARTICLE 12. SEVERABILITY OF TERMS

ARTICLE 13. PRECEDENCE OF AGREEMENT

ARTICLE 14. EQUAL EMPLOYMENT OPPORTUNITY

ARTICLE 15. CAPTIONS

ARTICLE 16. GOVERNING LAW

ARTICLE 17. JURISDICTION

.....

ARTICLE I - PARTIES AND TERM:

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

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

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

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

(e) Fulton County shall have the right to suspend immediately Contractor's performance hereunder on an emergency basis under this Agreement whenever necessary, in the sole opinion of Fulton County, to avert a life threatening situation or other sufficiently serious deficiency.

ARTICLE II - SCOPE OF CONTRACTOR'S DUTIES:

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

SCOPE OF WORK:

Consolidated Community Services Program (CCSP)

CCSP Service Category: Children and Youth Services

CCSP Funding Priority(ies):

Children and Youth: Ensure Safety and Justice by providing alternatives to activities/contributing factors leading to unhealthy behaviors...

Disabilities: Not Applicable

Economic Stability: Not Applicable

Health and Wellness: Not Applicable

Homelessness: Not Applicable

Senior Services: Not Applicable

Veterans Services: Not Applicable

Learn To Grow, Inc., Stay Drug Free Youth Program will provide services at the following locations at specified times during the contract period of **01/01/2024** through **12/31/2024**:

Service Delivery Site(s):

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
Herman J. Russell West End Academy	765 Peebles St	Atlanta	GA	30310	4	4
Price Middle School	1670 Benjamin Weldon Bnckers Dr.	Atlanta	GA	30315	4	4
Benjamin E. Mays High School	3450 Benlamin E. Mays Dr.	Atlanta	GA	30331	4	4
Fulton County Juvenile Court	395 Pryor St.	Atlanta	GA	30312	4	1,2,3,4,5,6

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
Carver High School	55 McDonough Blvd.	Atlanta	GA	30315	5	4,5

Approach and Design:

Learn To Grow, Inc., Stay Drug Free Youth Program will provide services to **75** clients that reside in Fulton County, with CCSP funding.

Learn To Grow, Inc., will provide the following activities and services in Fulton County with CCSP funding:

Approach and Design

1. Identifies the activities and services that will be provided.

Learn to Grow, Inc. will implement diverse multi-faceted evidence-based activities and services to the service area and target population using the CSP funding to meet citizens' needs. LTG will use the following individual and environmental strategies to directly interact with children and youths to continue to fill a much-needed gap in services to this population to increase the chances of youths and young adults becoming self-sufficient and positive contributors to society, and ensure safety and justice by providing alternatives to activities and contributing factors that lead to unhealthy behaviors in children and youths; and decrease the number of youths involved or at risk of involvement with the Juvenile Justice System. The services are:

Prime for Life: Prime For Life is an evidence-based motivational prevention and intervention program specifically designed for people who may be making high-risk choices. This includes but is not limited to college students, and young people charged with alcohol and/or drug offenses. It is designed to change high risk behaviors by changing beliefs, attitudes, risk perceptions,

motivations, and the knowledge of how to reduce their risk of alcohol and drug related problems throughout their lives. Prime For Life includes both prevention and intervention content. An understanding of the potential risks associated with high-risk alcohol and drug choices is an important tool for protecting what we value. Often youths lose what they value when they enter the Juvenile Justice System; therefore, LTG wants to encourage youths to protect what they value by avoiding delinquent behaviors. When presented in a non-judgmental way, carefully selected information can provoke new thinking and provide individuals with a solid basis for making decisions about their own drinking, drug use and delinquent behaviors. Prime for Life is designed for universal audiences but works especially well with selective audiences. Selective audiences are those who may have signs of increased risk for developing problems such as youth with truancy issues or family members of individuals with substance use problems.

Project Northland: The goals of Project Northland are to delay the age when young people begin drinking, reduce alcohol use among young people who have already tried drinking, and limit the number of alcohol-related problems of young people. Some of those alcohol related problems include, truancy, in/out- of school suspension, juvenile crimes and violence. The effects of alcohol use also include a delay in normal development, increased school and family problems, and a greater likelihood of early sexual activity leading to unwanted pregnancy and sexually transmitted diseases. Project Northland attempts to combat these problems before they have a chance to develop. Project Northland utilizes educational materials and community action to achieve these goals of prevention. Project Northland takes advantage of the importance of peers by using peer leaders in the classroom programs. Peer-led instruction uses and enhances the positive impact of peer groups, minimizes their negative potential, and improves the credibility of the program. Project Northland is an 8- to 10-session curriculum that looks at the real-world social and legal consequences involving teens in grades 9 through 12 and alcohol.

Focus Groups: LTG will host bi-monthly focus groups to speak with members of the target population to receive their feedback on contributing factors to drug use, and delinquent behaviors in order to develop culturally appropriate and relevant positive norms messages. These focus groups will also serve as an opportunity to educate.

Information Dissemination: LTG will be disseminating the positive norms messages in a variety of ways in order to educate the community and raise awareness. LTG will be using media as many youths are very active on social media and often look to entertainment to retrieve information. In addition, LTG will be attending community events such as health fairs to directly provide the community with information, brochures, and fact sheets.

Town Hall Meeting: LTG will host a community Town Hall meeting to engage the community providing them with substance abuse prevention information as well as receiving community feedback in order to improve activities and services.

Kick Butts Day: LTG will host a Kick Butts Day community event, a national day of activism that empowers youths to stand out, speak up and seize control against Big Tobacco, raise awareness of the problem of tobacco use in our community, encourage youth to reject the tobacco industry's deceptive marketing and stay tobacco-free; and urge elected officials to take action to protect kids from tobacco.

Vaping Education Workshops: LTG will host Vaping “What you should know” Education Workshops for youths at local middle and high schools in Fulton County. Vaping Education is targeted towards youths who are the target of the vaping industry; specifically educating youths about the dangers of vaping. The Workshops aims to prevent vaping and save lives. The Workshop features a new Vaping Toolkit produced by LTG for youths to learn about vaping facts and the dangers; and how menthol flavored vaping is targeting African American Youths. By Implementing this strategy, LTG has the potential to reach the students and raise awareness about the dangers associated with vaping. Please note that the CDC recommends that vaping is unsafe and that everyone should refrain from vaping.

Fulton County is a large transient community so in order to make an effective community level change, it is important that LTG implements activities and services that will reach large segments of the population beyond interacting with community members directly with individual strategies. Therefore, LTG will be implementing a media awareness and education campaign activities and services in order to reach members of the community. The following services and activities will be implemented in the community:

Positive Social Norms Media Campaign: Research shows perception of behavior is often quite different from actual behavior, for example children and youths often perceive that their peers engage in delinquent behavior more frequently than they actually do which is often stated by youths when they say “everyone is doing it”. Youths are more likely to engage in delinquent behavior if they believe it is the community norm and/or their peers will not disapprove. The Georgia Student Health Survey shows that peer disapproval of alcohol and drug use is drastically declining as was mentioned previously. The Positive Social Norms strategy highlights the differences between perceptions and actual behavior by emphasizing the majority of this particular age group does not engage in delinquent behaviors using various media messages. Learn to Grow, Inc. has had success working in Fulton County using the evidence-based Most Us model as a

framework to implement this strategy. Data collection is an important component of the Positive Norms strategy and will yield other activities.

2. Identifies how the activities and services will be accomplished.

Learn to Grow, Inc. trained staff will implement the individual strategies either virtual or in-person, working with community partners. LTG will partner with Brown Middle School, Price Middle School, Carver High School, and Fulton County Juvenile Court to implement the evidenced-based curriculum by our trained staff, with the youths that they interact with daily. These partners will provide opportunities on a set schedule to deliver these activities and services. In addition, these partners will also assist LTG with recruiting other youths and reach community members outside of their captured audience. Students will be pre-and post-tested at the beginning and end of the implementation. LTG plans to identify additional youth serving organizations as partners to increase the number of youths reached with the planned activities and services.

LTG will utilize our Youth Team in order to accomplish many of the activities and services of the positive social norm's media campaign. The youths will recruit their peers and community members to take part in focus groups. The youths will also be hands-on collecting data with surveys and disseminating information to the community at community events such as health fairs. The Town Hall Meeting, and Kick Butts Day will also be youth driven, as they will be responsible for the planning these events with support from LTG staff in order to plan an event that appeals to their peer group. It will be necessary to partner with local media outlets in order to thoroughly disseminate information. will partner with and public transportation advertisement agencies to promote positive social norms throughout the community.

PLEASE SEE ATTACHED APPROACH AND DESIGN SUPPORTIVE DOCUMENT FOR ANSWERS TO QUESTIONS 3, 4, AND 5

Designation of CSP Funds:

Based on the awarded amount of **\$40,000.00**, the CCSP funds are designated according to the following cost categories: Administrative, Operational, and Direct Services.

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

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

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

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

Cost Category	Designation of CCSP Funding Award
Administrative (5% Admin max of funds awarded.)	\$1,810.00
Operational	\$13,660.00
Direct Services	\$24,530.00
Total	\$40,000.00

Explanation of Funding Details:

Administrative (5% Admin max of funds awarded.) \$1,810

The Administrative Assistant will spend 100 hr. at \$15.00/hr. or \$1,500.00 to maintain data, financial and other files for the project, provides overall clerical support and manages all communications. \$1,500.00

Fringe: 310

Operational \$13,660

Zoom Virtual Meeting Platform @2,000 Purchase Zoom Meeting Platform to conduct virtual meetings and educational sessions for 12 months

Supplies and Materials: Office Supplies for project operations, Supplies include copy paper, printer ink, notebooks, flip charts, etc. estimated at \$500.00 for 12 months or \$6,000

Produce and disseminate through social, four 1-minute PSAs or videos for 1,415 ea. or \$5,660

Direct Services \$24,530

The Program Coordinator will spend 50 percent of her time, annual 40,000 or 20,000 to coordinate project strategies and activities including training, facilitating Project Northland and Prime For Life curriculums, communications, and information dissemination. 20,000

Fringe: 4,130

Supplies and Materials: supplies and incentives for participation 50 participants x \$8.00 or \$400

Totals \$40,000

Program Performance Measures:

Learn To Grow, Inc. agrees to track and report program performance to the Fulton County Department of Community Development.

County Defined Performance Measure(s):

Children and Youth: Number of youth involved with or at risk for involvement with the Juvenile Justice System...

Disabilities: Not Applicable

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 CSP funding, during the funding period 01/01/2024 through 12/31/2024:

Learn To Grow, Inc. agrees to track and report program performance to the Fulton County Department of Community Development Youth and Community Services Division

County defined performance measure(s): Children and Youth Services - Number of youths involved with or at risk for involvement with the Juvenile Justice System who demonstrate decreased or no delinquent behaviors (i.e. truancy, in school suspension, out of school suspension, etc.)

The following program measures/ Key Performance Indicators (“KPI’s”) will be utilized to track and report program outcomes for the Fulton County residents supported with CSP funding, during the funding period (January 1, 2024-December 31, 2024):

Describe the program measures/ KPI-Key Performance Indicators are utilized to track and report program outcomes.

1. Provides a clear explanation of the methods to be used and the specific goals to be obtained: Learn to Grow, Inc. will use evidence-based curriculums to educate and improve life skills to address contributing factors to unhealthy and delinquent behaviors in youth resulting in a decrease in the number of youths involved with or at risk of involvement with the Juvenile Justice System. The evidence-based curriculums that will be implemented are Prime for Life and Project Northland. Each curriculum is listed in the National Registry for Evidence-based Prevention Program (NREPP) support by the Substance Abuse and Mental Health Administration (SAMHSA). Curriculums will be implemented at the Price Middle School, Brown Middle School, Aspen Point Afterschool Program, Carver High School, and Fulton County Juvenile Court. LTG will also implement evidence-based environmental strategies to address community norms such as violence in the media and culture. LTG will use various media channels such as the internet, social media, public service announcements and public transportation to reach members of the target population.

Learn To Grow, Inc. Goals and Performance measures are as follows: Goal 1: Implement individual strategy and facilitate evidenced based curriculum to 300 Fulton County youth age 13-18 at risk or currently involved with the Juvenile Justice system and participating in delinquent behaviors to reduce 30-day alcohol, tobacco, and other drug use; increase youth perceptions of risk and harm behavior; increase perceptions of parental disapproval of high risk behavior or delinquent behavior; and increase perceptions of peer disapproval of high risk behavior or delinquent behavior. Performance measures: 13 youth per quarter will receive substance abuse prevention education using an evidenced-based curriculum. Jan.-March 31, 2024; April-June 30, 2024; July-Sept. 30, 2024; and Oct.-December 31, 2024. Goal 2: Implement environmental strategies to reduce the impact of violence in media and culture by producing and disseminating positive media messages; and hosting community events to improve community social norms. Performance measures: Produce and disseminate Positive Social Norms Media Campaign message 1 per quarter Jan.-March 31, 2024; April-June 30, 2024; July-Sept. 30, 2024; and Oct.-December 31, 2024.

By February 28, 2024 begin hosting bi-monthly Focus Groups; By March 31, 2024 host Kick Butts Day event; By April 30, 2024 host a Town Hall meeting on substance abuse; By May 31, 2024 disseminate substance abuse prevention Poster on the side of a MARTA Bus.; By June 30, 2024 disseminate substance abuse prevention poster at MARTA station. By August 31, 2024 disseminate substance abuse prevention Bill Board poster

2 Describes. the major milestones to be achieved with a supporting schedule. Activity: Set and confirm implementation schedule with current collaborative partners: Brown Middle School, Fulton County Juvenile Court, Price Middle School, Carver High School. Who is responsible: Project Coordinator, By when: 1/31/24; Activity: Recruit Youth Team to collect data, and develop positive media messages. Who is responsible: Project Coordinator, By 1/31/24; Activity: Implement and facilitate Prime For Life and Project Northland curriculums. Who is responsible: Project Coordinator, By 2/1-12/31/24; Activity: Kick Butts Day Tobacco Prevention for Youth event. Who is responsible: Project Coordinator, Youth Team. By 3/15/24; Activity: Produce and disseminate first positive media message. Who is responsible: Project Coordinator, Youth Team, Media Sector. By 3/30/24; Activity: Recruit and confirm new community partners to directly engage with Fulton County youth 13-18 years old to implemented evidence-based curriculum to decrease delinquent behavior. Who is responsible: Project Coordinator. By 4/30/24; Activity: Town Hall meeting. Who is responsible: Project Coordinator, Youth Team. By 5/30/24; Activity: Produce and disseminate second positive media message and Poster on the side of a MARTA Bus. Who is responsible: Project Coordinator, Media Sector, Youth Team. By 5/31/24; Activity:

Display MARTA Bus Shelter poster, 1 in North Fulton and 1 in South Fulton County Who is responsible: Project Coordinator, Youth Team. By 6/30/24; Activity: Complete CSP site visit. Who is responsible: Project Director, Project Coordinator. By 7/08/24-10/04/2024; Activity: Submit January 1, 2024 to June 30, 2024 performance report. Who is responsible: Project Director. By 7/12/24; Activity: Recruit and confirm new community partners to directly engage with Fulton County youth 13-18 years old to implemented evidence-based curriculum to decrease delinquent behavior. Who is responsible: Project Coordinator. By 7/31/24; Activity: Disseminate third positive bill board media message. Who is responsible: Project Coordinator, Media Sector, Youth Team. By 9/31/24; Activity: Evaluate media reach, and behavior change of youth served and effectiveness of services and make any necessary adaptations. Who is responsible: A Local Evaluation Specialist By 9/31/24.; Activity: Recruit and confirm new community partners to directly engage with Fulton County youth 13-18 years old to implemented evidence-based curriculum to decrease delinquent behavior. Who is responsible: Project Coordinator. By 10/31/24; Activity: Disseminate Final positive media message and PSA in South Fulton Theater. Who is responsible: Project Coordinator, Media Sector, Youth Team, By 12/31/24; Activity: Evaluate all services implemented and produce 2 versions of a summary evaluation report. One version for government officials and prevention professionals and another version for community members and stakeholders. Who is responsible: A Local Evaluation Specialist By 12/31/24; Activity: Submit July 1, 2024 to December 31, 2024 performance report. Who is responsible: Project Director. By 1/10/25

3. Identifies the specific data collection tool(s)/ source(s) used to report progress on performance measures. For individual strategies, Learn to Grow will be using the GA Student Health Survey to collect data on the following performance measures: 30-day alcohol, tobacco, and other drug use; Youth perceptions of risk and harm behavior; Perceptions of parental disapproval of high-risk behavior or delinquent behavior; and Perceptions of peer disapproval of high-risk behavior or delinquent behavior. Using this survey tool for data collection will measure changes in behavior. Data will be tracked and monitored for success through the use of process data, including sign-in sheets, and training session. Additional survey questions/instruments will be identified by the independent evaluator in conjunction with the Drug-Free Community survey, if deemed necessary. For environmental strategies, LTG will collect data through surveys at town hall meetings, community events, and focus groups not only to educate but to receive feedback and perspectives regarding youth substance abuse to ensure cultural competence of the messages; also, to ensure the messages will be relatable. LTG will use various media channels such as face book, twitter, Instagram and other emerging social media, public service announcements and public transportation to reach members of the target population. Data will be collected for all

media products produced and disseminated in order to determine total reach and effectiveness of the strategy. Media placements and other promotions will be archived and social media posts and followings will be tracked through platform-specific programs.

PLEASE SEE ATTACHED COUNTY PERFORMANCE MEASURES SUPPORTIVE DOCUMENT FOR ANSWERS TO QUESTIONS 4 AND 5

Agency Defined Performance Measure(s):

Learn To Grow, Inc. performance measures are:

Number of unduplicated youths served by our evidenced-based curriculums;

The number of PSAs and videos produced and disseminated;

The number of viewers of our media campaign on the side of MARTA buses, on bill boards, and bus shelters.

ADDITIONAL REQUIREMENTS

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

1. Contractor agrees to develop, in conjunction with Fulton County, a process of accepting and serving Fulton County residents referred by the Youth and Community Services Division of Fulton County Government.
2. As consideration for the County providing funding and the non-profit entity accepting same, the non-profit entity shall, upon the County's request, participate in County-sponsored events and activities on County property, when feasible. The non-profit agency shall use its best efforts to comply with the County's request provided that it is given at least one week's notice to do so. Failure to participate will be taken into consideration for future funding requested by the non-profit entity.

3. Contractor agrees to allow staff from the Fulton County Department of Community Development to conduct contract compliance site visits as necessary (announced or unannounced).
4. During the site visit, Contractor will be required to allow staff to monitor programming, as well as review client rosters / sign-in sheets and/ or Registration information that should include complete addresses of Fulton County residents served by this funding.
5. Contractor agrees to comply with the Operational Specifications outlined in **2024 Consolidated Community Services Program 24RFP013124C-MH**.
6. Contractor agrees that advertising, promotions and other publicity in connection with the supported program(s) shall include the following acknowledgment: **“Funding provided in part by the Fulton County Board of Commissioners under the guidance of the Department of Community Development.”**

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

Reporting

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

7. Contractor will be required to submit completed performance reports (with deadlines of **(July 12, 2024, and January 10, 2025)**) to adhere to the requirements outlined in the Performance Report Instructions, as well as the format provided by the Fulton County Department of Community Development. Future funding will be affected if performance reports are not submitted by stipulated due dates.
8. Contractor will be required to provide demographic information concerning the Fulton County residents served, including, but not limited to age, race/ethnicity and gender.
9. Contractor will be required to report the number of UNDUPLICATED/NEW participants directly served through the Community Services Program funding. **Please note:** Failure to serve the total number of participants contracted to be served with CCSP funding may result in reimbursement of CCSP funding to Fulton County. Failure to reimburse the funding requested will result in the ineligibility to receive future funding.

10. Contractor will be required to submit unduplicated client rosters in a spreadsheet format that includes the complete residential addresses of the Fulton County residents served with CCSP funding, and LEDGERS demonstrating how Community Services Program funds were expended for the specified reporting period.

Expenditure of Funds

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

12. Community Services Program funds must be expended by December 31st of the contract year. All funds that are not spent by this date must be reimbursed to Fulton County Government within 30 days of written request. A Contractor’s failure to adhere to this requirement will result in one or more of the following: inability to receive future funding from Fulton County, and/or legal action against the agency to recoup funding that are not reimbursed by the deadline.

ARTICLE III - COMPENSATION FOR SERVICES

(a) Fulton County agrees to pay Contractor a maximum sum of **\$40,000.00**.

(b) Upon receipt and approval of Contractor’s invoice delineating projected expenditures for the first six months of the contracting period. Upon receipt and approval of said invoice, County shall pay Contractor the first six months of compensation provided for by this Agreement. The Contractor shall provide Fulton County with a second invoice delineating projected expenditures for the remaining six months of the Agreement Term. Upon receipt and approval of said invoice, Fulton County shall pay Contractor the second six months of compensation provided by this Agreement. **A failure by Contractor to submit the invoice for the first and/ or second six months of the contracting period will constitute a breach of this Agreement.**

(c) If through any cause, Contractor shall fail to fulfill its obligation under this Agreement in a timely and proper fashion or in the event that any of the provision or stipulations of this Agreement are violated by Contractor, Fulton County shall thereupon have the right to immediately suspend or terminate this Agreement by serving written notice as defined herein upon

Contractor of Fulton County's intent to suspend or terminate this Agreement. If the Agreement is terminated pursuant to this paragraph, Contractor shall be exclusively limited to receiving only the compensation for work performed in a manner satisfactory to Fulton County up to and including the date of the written termination notice.

(d) The Contractor agrees and understands that all expenditures must be consistent with the scope and purpose of this Agreement, and expenditures must be consistent with the guidelines and definitions established in **2024 Consolidated Community Services Program 24RFP013124C-MH**, which is hereby incorporated by reference herein and made a part of this agreement. The County reserves the right to approve and reject payment for expenditures which are not consistent with the scope and purpose of this Agreement, and which the County determines are not consistent with the guidelines and definitions established in the Community Services Program RFP.

(e) The Contractor agrees and understands that Fulton County has the right to recover funds from Contractor for compensation received, pursuant to subsection (b) above if Contractor fails to perform the services outlined in Article II or does not perform such services to the satisfaction of Fulton County.

ARTICLE IV - RECORD KEEPING

(a) Contractor shall maintain accurate records of the expenditure and disposition of funds, and such records must be in accordance with good accounting practices, and made available for inspection and audit by Fulton County at a time mutually agreeable to parties and upon thirty (30) days' notice to contractor.

(b) All reports and communications, with supportive documentation consistent with contract provisions outlined in Article II, must be provided to Fulton County, in accordance with Article IV.

(c) A performance report, with supportive documentation consistent with provisions of the Agreement outlined in Article II, must be provided to Fulton County no later than **July 12, 2024 for the period January 1, 2024-June 30, 2024; and January 10, 2025 for the period July 1, 2024-December 31, 2024.**

(d) Contractor shall be responsible for sending staff representation to mandatory meetings that will be sponsored by the Fulton County Department of Community Development. Contractor will be notified in advance of said meetings.

(e) All notices, program reports and other communications required to be given under this Contract shall be sufficient if in writing and either delivered via e-mail, personally or sent by postage, prepaid, certified or registered United States mail, return receipt requested, or e-mail addressed as follows:

To Fulton County:

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

To Contractor:

Learn To Grow, Inc.
859 Cascade Ave.
Atlanta, Georgia 30311

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

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

ARTICLE V - INDEMNIFICATION

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

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

(a) This Agreement is effective on **01/01/2024**, and shall terminate on **12/31/2024**, unless earlier terminated in accordance with the provisions of this Agreement. Notwithstanding termination of the Agreement, Contractor is obligated to fulfill all of its obligations, including its reporting requirements.

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

(c) Fulton County shall have the right to suspend immediately Contractor's performance hereunder on an emergency basis whenever necessary, in the opinion of Fulton County, to avert a life threatening situation or other sufficiently serious risk.

(d) In the event that this agreement is terminated by Fulton County or Contractor, following the Fulton County's determination that Contractor is not or has not been in substantial compliance with any provision of this agreement, Contractor agrees that Fulton County shall have

the right to request repayment in full of all compensation paid to Contractor pursuant to Article III of this agreement. If Fulton County exercises its right under this subsection, Contractor agrees to and shall repay Fulton County all compensation paid to Contractor pursuant to Article III of this Agreement.

(e) In the event that this agreement is terminated by Fulton County or Contractor, following the Fulton County's determination that Contractor is not or has not been in substantial compliance with any provision of this agreement, Contractor agrees that Fulton County shall have the right to terminate this Agreement between Fulton County and Contractor without penalty. Contractor acknowledges and agrees that Fulton County's right to terminate includes, but is not limited to, the right to withhold any and all future compensation due to Contractor pursuant to the terms of any and all other agreements between Fulton County and Contractor.

(f) In the event that this Agreement is terminated by Fulton County or Contractor, following Fulton County's determination that Contractor is not or has not been in substantial compliance with any provision of this Agreement, Contractor agrees that it shall not be eligible to either enter or to apply to enter into future contracts with Fulton County until it has addressed any and all areas of deficiency or non-compliance to Fulton County's satisfaction.

ARTICLE VII - INDEPENDENT CONTRACTOR STATUS

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

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

(b) The Contractor shall pay all sales, retail, occupational, service, excise, old age benefit and unemployment compensation taxes, consumer, use and other similar taxes, as well as any other taxes or duties on the materials, equipment, and labor for the work provided by the Contractor which are legally enacted by any municipal, county, state or federal authority, department or agency at the time bids are received, whether or not yet effective. The Contractor shall maintain records pertaining to such taxes as well as payment thereof and shall make the same available to Fulton County at all reasonable times for inspection and copying. The Contractor shall

apply for any and all tax exemptions which may be applicable and shall timely request from Fulton County such documents and information as may be necessary to obtain such tax exemptions. Fulton County shall have no liability to the Contractor for payment of any tax from which it is exempt.

ARTICLE VIII - INSURANCE

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

ARTICLE IX – AMENDMENTS AND MODIFICATIONS TO CONTRACT

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

(b) Modifications or amendments which require a change in compensation level must be approved by the Fulton County Board of Commissioners and Contractor; other modifications, amendments or variations may be agreed to in writing, between the Contractor and the Contract Administrator when the amount of this Agreement and its Term remain unchanged.

ARTICLE X - SUBCONTRACTING

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

ARTICLE XI - ASSIGNABILITY

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

ARTICLE XII - SEVERABILITY OF TERMS

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

ARTICLE XIII – PRECEDENCE OF AGREEMENT

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

ARTICLE XIV - EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

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

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

(3) The Contractor shall send to each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or workers' representative of the Contractor's commitments under the Equal Opportunity Program of Fulton County and under this Article, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Contractor and its subcontractors, if any, shall file Compliance Reports at reasonable times and intervals with Fulton County in the form and to the extent prescribed by the director. Compliance Reports filed at such times as directed shall contain information as to the employment practices, policies, programs and statistics of the Contractor and its subcontractors.

(5) The Contractor shall include the provisions of paragraphs (1) through of this equal employment opportunity clause and every subcontractor purchase order so that such provision shall be binding upon each subcontractor.

ARTICLE XV - CAPTIONS

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

ARTICLE XVI - GOVERNING LAW

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

ARTICLE XVII - JURISDICTION

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

and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall be in full force and effect.

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

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

OWNER:

CONTRACTOR:

FULTON COUNTY, GEORGIA

VENDOR NAME **Learn To Grow, Inc.**

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

Signed by: Name of Signatory: Vincent Vandiegriff
Vincent Vandiegriff
45E42E51FC82494... President
Authorized Signature

ATTEST:

ATTEST:

DocuSigned by:
Tonya R. Grier
FEC476C4837648D...
Tonya R. Grier
Clerk to the Commission

Signed by: Name of 2nd Signatory: **Cecilia Rower**
Cecilia Rower
8B3344DBF48441F... of 2nd Signatory: **Secretary**
Second Authorized Signature

(Affix County Seal)



(Affix Corporate Seal, if applicable)

APPROVED AS TO FORM:

Signed by:
David Lowman
0EC92EDADEFB4B8...
Office of the County Attorney

APPROVED AS TO CONTENT:

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

Please select RM or 2ND RM from the checkbox

RM

X 2ND RM

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/21/2024

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

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

PRODUCER Hamby & Aloisio Inc. 53 Perimeter Center East #400 Atlanta GA 30346	CONTACT NAME: Judith Davis, CISR, CPSR PHONE (A/C, No, Ext): (770) 551-3270 FAX (A/C, No): (770) 551-3289 E-MAIL ADDRESS: judith@hains.com										
INSURED Learn to Grow, Inc. 859 Cascade Avenue Atlanta GA 30311	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: Great American Specialty Hu</td> <td rowspan="5" style="text-align: center; vertical-align: middle;">518</td> </tr> <tr> <td>INSURER B: Great American Insurance Co.</td> </tr> <tr> <td>INSURER C: Carolina Casualty</td> </tr> <tr> <td>INSURER D:</td> </tr> <tr> <td>INSURER E:</td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Great American Specialty Hu	518	INSURER B: Great American Insurance Co.	INSURER C: Carolina Casualty	INSURER D:	INSURER E:	INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #										
INSURER A: Great American Specialty Hu	518										
INSURER B: Great American Insurance Co.											
INSURER C: Carolina Casualty											
INSURER D:											
INSURER E:											
INSURER F:											

COVERAGES**CERTIFICATE 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	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 checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		MAC6629970 18	02/01/2024	02/01/2025	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td style="text-align: right;">\$ 100,000</td></tr> <tr><td>MED EXP (Any one person)</td><td style="text-align: right;">\$ 5,000</td></tr> <tr><td>PERSONAL & ADV INJURY</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>GENERAL AGGREGATE</td><td style="text-align: right;">\$ 2,000,000</td></tr> <tr><td>PRODUCTS - COMP/OP AGG</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> </table>	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	\$ 2,000,000	PRODUCTS - COMP/OP AGG	\$ 1,000,000		\$
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	\$ 2,000,000																				
PRODUCTS - COMP/OP AGG	\$ 1,000,000																				
	\$																				
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY			MAC6629970 18	02/01/2024	02/01/2025	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>BODILY INJURY (Per person)</td><td style="text-align: right;">\$</td></tr> <tr><td>BODILY INJURY (Per accident)</td><td style="text-align: right;">\$</td></tr> <tr><td>PROPERTY DAMAGE (Per accident)</td><td style="text-align: right;">\$</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> </table>	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$		\$				
COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000																				
BODILY INJURY (Per person)	\$																				
BODILY INJURY (Per accident)	\$																				
PROPERTY DAMAGE (Per accident)	\$																				
	\$																				
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			UMB3868564 03	02/01/2024	02/01/2025	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>AGGREGATE</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> </table>	EACH OCCURRENCE	\$ 1,000,000	AGGREGATE	\$ 1,000,000		\$								
EACH OCCURRENCE	\$ 1,000,000																				
AGGREGATE	\$ 1,000,000																				
	\$																				
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	BNET822374814	06/11/2023	06/11/2024	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td><input checked="" type="checkbox"/> PER STATUTE</td> <td><input type="checkbox"/> OTH-ER</td> <td></td> </tr> <tr><td>E.L. EACH ACCIDENT</td><td></td><td style="text-align: right;">\$ 500,000</td></tr> <tr><td>E.L. DISEASE - EA EMPLOYEE</td><td></td><td style="text-align: right;">\$ 500,000</td></tr> <tr><td>E.L. DISEASE - POLICY LIMIT</td><td></td><td style="text-align: right;">\$ 500,000</td></tr> </table>	<input checked="" type="checkbox"/> PER STATUTE	<input type="checkbox"/> OTH-ER		E.L. EACH ACCIDENT		\$ 500,000	E.L. DISEASE - EA EMPLOYEE		\$ 500,000	E.L. DISEASE - POLICY LIMIT		\$ 500,000		
<input checked="" type="checkbox"/> PER STATUTE	<input type="checkbox"/> OTH-ER																				
E.L. EACH ACCIDENT		\$ 500,000																			
E.L. DISEASE - EA EMPLOYEE		\$ 500,000																			
E.L. DISEASE - POLICY LIMIT		\$ 500,000																			
A	Professional Liability			MAC6629970 18	02/01/2024	02/01/2025	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>General Aggregate</td><td style="text-align: right;">\$2,000,000</td></tr> <tr><td>Each Occurrence</td><td style="text-align: right;">\$1,000,000</td></tr> <tr><td>Sexual Abuse Coverage</td><td style="text-align: right;">\$100,000</td></tr> </table>	General Aggregate	\$2,000,000	Each Occurrence	\$1,000,000	Sexual Abuse Coverage	\$100,000								
General Aggregate	\$2,000,000																				
Each Occurrence	\$1,000,000																				
Sexual Abuse Coverage	\$100,000																				

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

Fulton County Government is Additional Insured for General Liability.

CERTIFICATE HOLDER**CANCELLATION**

Fulton County Government 141 Pryor St SW Atlanta GA 30303-3408	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p> <p style="text-align: right;"><i>Vicki M. Hines</i></p>
--	--

© 1988-2015 ACORD CORPORATION. All rights reserved.

#24RFP013124C-MH
2024 Consolidated Community Services Program

Purchasing Forms & Instructions

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)] Learn To Grow, Inc. 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 Fulton County Government, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the Fulton County Government at the time the subcontractor(s) is retained to perform such service.

54797

EEV/Basic Pilot Program* User Identification Number

Learn To Grow, Inc.

Name of Contractor (Agency)

Vincent Vandiegriff

BY: Authorized Signature of Officer or Agent of Contractor

President

Title of Authorized Officer or Agent of Contractor of Contractor

Vincent Vandiegriff

Printed Name of Authorized Officer or Agent of Contractor

Sworn to and subscribed before me this 16 day of Feb., 2024.Notary Public: Nekit HillCounty: FultonCommission Expires: 07/12/2024

¹O.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.

²[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].

#23RFP010923C-MH
2023 Community Services Program

Purchasing Forms & Instructions

STATE OF GEORGIA

COUNTY OF FULTON

FORM G: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services¹ under a contract with [Insert name of prime contractor] N/A 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.

N/A
EEV/Basic Pilot Program* User Identification Number

N/A
BY: Authorized Officer of Agent
(Insert Subcontractor Name)

N/A
Title of Authorized Officer or Agent of Subcontractor

N/A
Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this _____ day of _____, 20__.

Notary Public: _____

County: _____

Commission Expires: _____

¹O.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.

²[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: 49013A6DEA12463896CA211F08B6D461		Status: Completed
Subject: Please DocuSign: 2024 CCSP Contract-Learn To Grow, Inc.-BOC Agenda#24-0350		
Parcel ID:		
Employee Name:		
Source Envelope:		
Document Pages: 29	Signatures: 6	Envelope Originator:
Certificate Pages: 7	Initials: 0	Carlos S. Thomas
AutoNav: Enabled	Stamps: 1	141 Pryor Street
Envelopeld Stamping: Enabled		Purchasing & Contract Compliance, Suite 1168
Time Zone: (UTC-05:00) Eastern Time (US & Canada)		Atlanta, GA 30303
		carlos.thomas@fultoncountyga.gov
		IP Address: 73.106.219.199


Record Tracking

Status: Original	Holder: Carlos S. Thomas	Location: DocuSign
10/17/2024 4:55:07 PM	carlos.thomas@fultoncountyga.gov	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Fulton County Government	Location: DocuSign

Signer Events	Signature	Timestamp
---------------	-----------	-----------

Vincent Vandiegriff	<div>Signed by:  45E42E51FC82494...</div> <div>Signature Adoption: Pre-selected Style</div> <div>Using IP Address: 24.98.46.9</div>	Sent: 10/17/2024 5:12:13 PM
griff@bellsouth.net		Viewed: 10/17/2024 6:34:37 PM
Security Level: Email, Account Authentication (None)		Signed: 10/17/2024 6:36:02 PM

Electronic Record and Signature Disclosure:
Accepted: 10/17/2024 6:34:37 PM
ID: 38970368-d66a-4721-81c3-ea3b3d705676

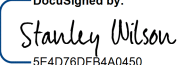
Cecilia Rower	<div>Signed by:  8B3344DBF48441F...</div> <div>Signature Adoption: Pre-selected Style</div> <div>Using IP Address: 24.98.46.9</div>	Sent: 10/17/2024 6:36:05 PM
crower@learntogrow.org		Viewed: 10/17/2024 6:38:44 PM
Security Level: Email, Account Authentication (None)		Signed: 10/17/2024 6:43:44 PM

Electronic Record and Signature Disclosure:
Accepted: 10/17/2024 6:38:44 PM
ID: 0e324db8-c973-4e76-95b2-b5fb4ae55930

Mark Hawks2	<div>Completed</div> <div>Using IP Address: 45.20.200.178</div>	Sent: 10/17/2024 6:43:47 PM
mark.hawks@fultoncountyga.gov		Viewed: 10/17/2024 10:29:51 PM
Chief Assistant Purchasing Agent		Signed: 10/17/2024 10:30:09 PM

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

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Stanley Wilson	<div>DocuSigned by:  5E4D78DFB4A0450...</div> <div>Signature Adoption: Pre-selected Style</div> <div>Using IP Address: 76.209.103.30</div>	Sent: 10/17/2024 10:30:12 PM
Stanley.Wilson@fultoncountyga.gov		Viewed: 10/17/2024 10:35:19 PM
Director		Signed: 10/18/2024 9:50:32 AM

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

Signer Events	Signature	Timestamp
---------------	-----------	-----------

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Lauren Hansford
lauren.hansford@fultoncountyga.gov
Security Level: Email, Account Authentication
(None)

Completed

Using IP Address: 174.195.39.242

Sent: 10/18/2024 9:50:34 AM
Resent: 10/22/2024 12:27:32 PM
Viewed: 10/22/2024 12:31:59 PM
Signed: 10/22/2024 12:34:31 PM

Electronic Record and Signature Disclosure:
Accepted: 10/22/2024 12:31:59 PM
ID: f431a75e-e0ca-4f99-9741-b0627686b081

David Lowman
David.Lowman@fultoncountyga.gov
Security Level: Email, Account Authentication
(None)

Signed by:
David Lowman
0EC92EDADEFB4B8...

Signature Adoption: Pre-selected Style
Using IP Address: 47.36.19.90

Sent: 10/22/2024 12:34:35 PM
Viewed: 10/22/2024 12:39:12 PM
Signed: 10/22/2024 12:41:43 PM

Electronic Record and Signature Disclosure:
Accepted: 10/22/2024 12:39:12 PM
ID: 77949bd9-ea80-4382-8be0-3957b8d0e0d3

Nikki Peterson
nikki.peterson@fultoncountyga.gov
Chief Deputy Clerk to the Board of Commissioners
Fulton County Government
Security Level: Email, Account Authentication
(None)

Completed

Using IP Address: 68.208.197.4

Sent: 10/22/2024 12:41:45 PM
Viewed: 10/22/2024 3:22:43 PM
Signed: 10/22/2024 3:23:11 PM

Electronic Record and Signature Disclosure:
Accepted: 11/27/2017 1:39:37 PM
ID: b7ce88ee-0c66-4f3a-bfee-705e0af602d8

Robert L. Pitts
michael.oconnor@fultoncountyga.gov
Security Level: Email, Account Authentication
(None)

DocuSigned by:
Robert L. Pitts
BA715B1A26544E7...


Signature Adoption: Pre-selected Style
Using IP Address: 68.208.197.4

Sent: 10/22/2024 3:23:14 PM
Viewed: 10/22/2024 3:38:24 PM
Signed: 10/22/2024 3:38:30 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Tonya R. Grier
tonya.grier@fultoncountyga.gov
Clerk to the Commission
Fulton County
Security Level: Email, Account Authentication
(None)

DocuSigned by:
Tonya R. Grier
EEC476C4837648D...



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

Sent: 10/22/2024 3:38:33 PM
Viewed: 10/23/2024 10:13:03 AM
Signed: 10/23/2024 10:13:31 AM

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 mark.hawks@fultoncountyga.gov Chief Assistant Purchasing Agent Purchasing and Contract Compliance Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	Completed Using IP Address: 45.20.200.178	Sent: 10/23/2024 10:13:36 AM Viewed: 10/23/2024 4:11:36 PM Signed: 10/23/2024 4:11:41 PM
In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Atif Henderson Atif.Henderson@fultoncountyga.gov Fulton County Government Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 10/17/2024 5:12:12 PM
Cherie Williams cherie.williams@fultoncountyga.gov Fulton County Government Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 10/17/2024 5:12:12 PM
Carlos Thomas carlos.thomas@fultoncountyga.gov Division Manager Fulton County Government Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 10/17/2024 5:12:13 PM Resent: 10/23/2024 4:11:54 PM
Dian DeVaughn dian.devaughn@fultoncountyga.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 10/23/2024 4:11:45 PM Viewed: 10/24/2024 2:44:56 PM
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	10/17/2024 5:12:12 PM
Certified Delivered	Security Checked	10/23/2024 4:11:36 PM

Envelope Summary Events	Status	Timestamps
Signing Complete	Security Checked	10/23/2024 4:11:41 PM
Completed	Security Checked	10/23/2024 4:11:45 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

CONSUMER DISCLOSURE

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

Getting paper copies

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

Withdrawing your consent

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

How to contact Carahsoft OBO Fulton County, Georgia:

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

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

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

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at glenn.king@fultoncountyga.gov and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

To request paper copies from Carahsoft OBO Fulton County, Georgia

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

To withdraw your consent with Carahsoft OBO Fulton County, Georgia

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

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

Required hardware and software

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

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

Acknowledging your access and consent to receive materials electronically

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

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

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

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