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FULTON COUNTY

CONTRACT DOCUMENTS

FOR

REQUEST FOR PROPOSAL 24RFP013124C-MH

2024 CONSOLIDATED COMMUNITY SERVICES PROGRAM

FOR

DEPARTMENT OF COMMUNITY DEVELOPMENT

OF

FULTON COUNTY, GEORGIA

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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 **Gilgal, 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:

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ARTICLE I - PARTIES AND TERM:

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

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

(c) Nothing contained in this Agreement shall be 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: Homelessness

CCSP Funding Priority(ies):

Children and Youth: Not Applicable

Disabilities: Not Applicable

Economic Stability: Not Applicable

Health and Wellness: Not Applicable

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Homelessness: Permanent supportive housing options for individuals households who are chronically homeless...,Rapid Re-Housing These activities are designed to move homeless people quickly to permanent housing...,Transitional housing bridge housing options for homeless population affected by mental health...

Senior Services: Not Applicable

Veterans Services: Not Applicable

Gilgal, Inc., Recovery and Workforce Development 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
Residential Shelter	541 Mobile Avenue	Atlanta	Georgia	30315	5	1,2,3,4,5,6

Approach and Design:

Gilgal, Inc., Recovery and Workforce Development Program will provide services to **38** clients that reside in Fulton County, with CCSP funding.

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

Gilgal, Inc. is a nonprofit providing trauma-informed care, addiction recovery, housing, nutrition, drug education, employment skills, and life skills development for women in crisis in the Metro Atlanta.

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The services that Gilgal provides ensure that homeless women with substance use disorder achieve the priority of the Fulton County Board of Commissioners: that all people in Fulton County are self-sufficient.

Gilgal operates two residential recovery homes, one aftercare residence, and one Recovery and Workforce Development education building to accomplish these priorities. Each facility is equipped and staffed to aid women in their recovery and transition to independent living. Gilgal women receive individualized assessments, comprehensive case management, and ongoing programming and support services in a clean, safe environment. We also provide them with essentials (food, clothing, housing) and character enrichment to support their personal growth. Gilgal's programs use three specific science-based activities to support the housing, recovery, and workforce development of our clients, Trauma Informed Care, Intensive Case Management, and Individual Placement Support.

All of Gilgal's programs utilize trauma-informed care, a thorough understanding of the neurological, biological, psychological, and social effects of trauma, and the prevalence of these experiences in persons who experience substance abuse. It considers knowledge about trauma, its impact, interpersonal dynamics, and paths to recovery and incorporates this knowledge into all aspects of service delivery. Additionally, trauma-informed care is a person-centered response focused on improving individuals all around wellness rather than simply curing mental illness.

Intensive Case Management (ICM) is the model of Case Management utilized at Gilgal. Research has shown this model to be useful for individuals with long-term substance abuse. (Vanderplasschen, Wolf, Rapp, Broekaert) It provides our clients' rehabilitation and social support needs utilizing our collaborative partners in a team approach. Gilgal maintains a low ratio of clients per case manager, which allows in-depth case management and the ability to address the multiple needs of each client individually.

Gilgal's workforce training focuses on the model of Individualized Placement Support:

Individualized placement support (IPS) is the standard evidence-based model of supported employment for helping individuals with a mental illness find and keep a job in the competitive labor market. IPS is based on the theory that the best way to foster self-sufficiency for people with mental illness is to help them gain rapid entry into the competitive labor market while providing supportive services, such as one-on-one job coaching, on-the-job training and credentialing, mental health treatment, and ongoing reassessment to identify and address emerging barriers. The IPS model has been tested using quasi-experimental methods, randomized controlled trials, and numerous other methods, and these studies have demonstrated IPS' strong outcomes for placement, retention, and cost-effectiveness. The model also yields strong evidence for effectiveness in serving individuals with

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substance use issues experiencing homelessness. Research shows that IPS participants across a range of types and severity of mental health issues have similar employment outcomes.

The Recovery and Workforce Development Program has successfully implemented these activities. From 2011 to 2022, 33% of the women who entered the Phase 1: Life Exchange Center completed it and did not return to substance abuse. Also, during the same time, 80% of the women who entered Phase II: Homeward Bound graduated from the program, having accomplished one year of sobriety and employment.

The RWDP operates in three phases:

Phase 1: Healing: During the healing phase, women who are battling drug/alcohol addiction stay in The Life Exchange Center. This phase is typically four to six months and is highly structured. The residents receive individual assessments and case management plans. In addition to attending daily classes, they participate in group and individual counseling, character study, and personal reflection. The women also have access to on-site health services. The goal of the healing phase is to provide trauma-informed care that addresses the trauma that led them to drug and alcohol addiction and helps them transform their life.

Phase 2: Back to Work: Women who complete the first phase move to our second residential home and enter our Homeward Bound program. Clients begin to look for work and continue counseling as they prepare to enter the workforce. This phase is designed to mimic independent living. Women acquire job readiness training, employment skills, explore career options, and attain meaningful employment. Gilgal has provided workforce training for residents hired by the Coca-Cola Company, UPS, insurance agencies, healthcare organizations, and banking institutions. Retail and Food Service companies have also partnered as employer partners with Gilgal. In 2020, Gilgal created a computer lab for clients to participate and attain virtual employment throughout the pandemic. Since 2018, Gilgal has held job fairs. This job fair was designed to allow our clients to practice their interview skills with H/R representatives. Four women received job offers on the spot. This success has led to a biannual job fair and will continue in 2024.

Phase 3: Aftercare for Gilgal Graduates: Recovery does not end when a resident leaves Gilgal. Clients are more likely to be successful in preventing a relapse if they are involved in recovery activities on a long-term basis. Gilgal provides weekly aftercare for graduates through a forum where clients explore successes, obstacles, and daily issues that confront them. They also receive support and feedback from the group facilitator and participants and community referrals for outside resources. In 2024, the Alumnae will be invited to job fairs if they are interested in finding new employment. They also can mentor women currently in the residential program and inspire them. Over 80% of the women who have completed the program since 2018 have not relapsed.

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The Gilgal Recovery and Workforce Development Program addresses the following four Health and Human Services Program KPIs:

1. Percentage of residents engaged in substance abuse treatment: Gilgal residents engage in healthier behavior through avoiding drugs and alcohol, daily exercise, and meditation. Gilgal provides case management and substance abuse treatment to all clients on campus.
2. Number of people who receive permanent supportive housing and support services: Graduates of Gilgal receive permanent supportive housing support services through the Phase 3 of the program.
3. Number of residents who have access to home-based and community-based services for seniors and people with disabilities: Gilgal supports the most vulnerable residents in Fulton County: homeless women who have Substance Use Disorder (SUD). Gilgal residents receive health services through Gilgal's partnerships with Grady and Mercy Care.
4. Percentage change in the homeless population year to year: Gilgal specifically targets homeless women in Fulton County to provide both health and workforce services so that they may break their Substance Use Disorder and find meaningful employment before graduation.

The Recovery and Workforce Development Program at Gilgal will meet four CSP funding priorities in the Homelessness category.

1. Permanent Supportive Housing: After completing the Gilgal program, the residents are provided with placement services in permanent supportive housing. Once a woman is ready to leave Gilgal and reunite with their family, the Gilgal Case Manager works with each woman to find affordable, accessible, permanent, supportive housing.
2. Transitional Housing: Gilgal offers transitional housing for homeless women with substance abuse disorder as they participate in the program.
3. Rapid Rehousing: Gilgal provides rapid re-housing funds to women once they complete the Gilgal program. These funds help set up their new homes and provide a fresh start.

Collaboration:

Collaboration is critical to Gilgal and the women we serve. Partnerships with other nonprofits and businesses help us provide exceptional services to our clients and create a collective impact to ensure they succeed to the best of their ability. These important collaborations are a cost-effective way to lower expenses and improve the services our residents receive. Gilgal has selected only the best collaborative partners for the women of Gilgal.

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1. Goodwill of North Georgia provides job training and employment services to people having trouble finding work, wanting to change careers, or starting their own business. Goodwill partners with Gilgal by allowing employees to volunteer to provide workforce training programs for Gilgal residents.
2. Grady Healthcare System - Since 1892, Grady has provided quality health care for the metro Atlanta area regardless of a patient's ability to pay. They extend this mission to the women of Gilgal and provide many important services to our residents. Our women receive Grady Cards that allow them to be treated in the ER and receive other services such as Mental Health and Substance Abuse Treatment. Gilgal has partnered with Grady since our inception in 2005.
3. Mercy Care: Gilgal also partners with Mercy Care to provide health care services to our residents. With its medical staff of nearly 30 doctors and nurses on staff, along with some 200 volunteers, Gilgal utilizes its clinic at the City of Refuge. Gilgal residents receive both primary care and dental care from Mercy Care. Vision, dental, and hearing screenings are also provided at Mercy Care. Potential employees need to have correct eyesight when job-seeking and finding the best employment available.
4. Georgia State School of Nursing - Gilgal has a partnership with the Georgia State School of Nursing. The school offers high-quality programs in nursing with approximately 500 students in the baccalaureate, master, and Ph.D. programs taught by a faculty of approximately 40 full-time and 20 part-time nurse educators. These individuals are highly skilled with a variety of clinical backgrounds, research initiatives, and service activities. Gilgal partners with Georgia State to be a service activity. Under the direction of faculty members, the nursing students come to Gilgal and provide individual health assessments for each new resident. They help women develop a plan to improve their health and well-being and provide health education that helps each woman attain their health goals.
5. I Care Atlanta helps stabilize lives and prevents homelessness by feeding the food insecure in Metro Atlanta through the distribution of groceries, cooked foods, and links to resources that will result in self-sufficiency. I Care Atlanta envisions a community where individuals can live their dreams and not their hunger. I Care Atlanta partners with Gilgal by providing nutritious food and grocery items to Gilgal. The food they provide helps Gilgal lower the cost of food that provides nutrition and health for our residents.
6. Crossroads Community Ministries - Crossroads helps people who are homeless in Atlanta, offering constructive programs designed to give people the tools they need to get off the streets. Many women come to Gilgal, and they do not have a driver's license official identification, or a social security card. These items are essential to finding a job. Crossroads Community Ministries help our clients who have lost their identification, such

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as birth certificates or state IDs, receive them so they can be eligible for employment and open a bank account.

7. Value Village is a family thrift store offering a clean, bright shopping environment and friendly sales staff. They train employees to provide a pleasant experience for customers and help them find what they need, to keep the store extremely clean, and all items are highly organized
8. into separate departments. Gilgal has partnered with Value Village for more than five years to provide entry-level jobs for Gilgal residents who need sales experience. Value Village has never turned down hiring a Gilgal client.
9. Fulton County Mental Health Court's mission is to provide a court-supervised alternative sentencing program to those offenders who suffer from substance abuse issues. The court is committed to returning participants to the community as model citizens. The Fulton County Accountability Court takes in those people who have been marginalized by the criminal justice system, restores self-worth, changes the thought process, and provides a second opportunity to lead a productive life through a court-supervised alternative treatment program. Gilgal partners with the Fulton County Mental Health Court and receives two to three referrals yearly. The court utilizes Gilgal to avoid incarceration for the women they assign to Gilgal. The Gilgal staff accompanies our clients to each court appointment helps them navigate the judicial system, and ensures that our clients follow all court orders, instructions, and mandates.
10. Morehouse College School of Business - Students in their Senior year come to Gilgal and help mentor the residents. The ratio is one student to two residents. They help them write their resumes, develop interview skills, and give them encouragement and inspiration to do their best in their interviews.

    Gilgal also partners with other employers to interview and hire Gilgal residents in Phase II when they are ready to seek employment and work on job skills. We have placed residents in employment with businesses such as Atlanta Retail Management, Chick-fil-A, CKS Packaging, Coca-Cola United, First Step Staffing, Lanier Parking Solutions, Publix, Randstad Sourceright, UPS, Waffle House, Hartsfield-Jackson Atlanta International Airport, and Northside Hospital. These relationships will continue in 2024.

Designation of CSP Funds:

Based on the awarded amount of **$50,000.00,** the CCSP funds are designated according to the following cost categories: Administrative, Operational, and Direct Services.

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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.)	$2,500.00
Operational	$0.00
Direct Services	$47,500.00
Total	$50,000.00

Explanation of Funding Details:

$2,500 is requested to cover the cost of staff time to report on Fulton County CCSP Grant goals and metrics.

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$47,500 is requested to cover direct services program staffing costs.

Program Performance Measures:

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

County Defined Performance Measure(s):

Children and Youth: Not Applicable

Disabilities: Not Applicable

Economic Stability: Number of individuals with improved access to economic opportunities, programs/resources focused on education...

Health and Wellness: Not Applicable

Homelessness: Number of individuals placed in Permanent Supportive Housing,Number of individuals placed in Transitional Housing

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:

Program evaluation and outcome measurement are critical to Gilgal's staff and board. The Executive Director reports on the outcome measures at each board meeting. The specific KPIs tracked include a number of individuals assisted through rapid rehousing, the number of individuals placed in permanent supportive housing, and the number of individuals whose barriers to self-sufficiency are eliminated/reduced. Gilgal also tracks client performance measures to ensure each client is receiving the best treatment possible. The following program activities are provided during the 12-month stay at Gilgal.

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These activities produce milestones that move the residents to the next phase of the program. The performance measures help evaluate the programmatic activities and milestones.

Program Activities, Milestones, and Timeline

Assessment Period Activity List 0- 1 Months (30 Days) = Milestone 1:

The first month at Gilgal marks the first milestone our clients achieve. Clients complete their intake interview, ensuring only women who fit the eligibility requirements are accepted into the Gilgal Recovery and Workforce Development program.

After the initial assessment, treatment begins immediately. Residential managers ensure all basic needs are met by providing room assignments, meals, explanations of rules, introductions to current residents and staff, and assigning chores. The Case Manager holds the Initial Assessment meeting with the client, helps them develop the Individualized Service Plan, and records it in their file. The plan is reviewed by the Program Director. As a part of the Initial Assessment Meeting, the Case Manager helps the client complete the barriers to Employment and Self-Sufficiency assessment and records it in the Client File. The Case Manager ensures all medical and wellness needs are met by scheduling a medical assessment through our partnership with Mercy Care and Georgia State Nursing School. Georgia State also offers healthy meal education classes to the clients. Next, the Case Manager schedules mental health treatment and Life Skills/Addiction and Recovery classes for the client and provides for transportation to the appointments. A 30-Day Evaluation is held with the client, Case Manager, Program Director, and Executive Director to conclude the first milestone period if needed. In 2024, Gilgal will complete Gilgal Village, a Modular Housing Unit. Gilgal Village will provide a safe place for homeless women entering the RWDP through the Assessment Period. The suite will eliminate the 20% loss of intake calls that Gilgal receives from women seeking help but then fail to detox for 72 hours. Providing detox onsite will remove this barrier to enter Gilgal. The suite will also promote the health of our residents by quarantining new residents and providing a restful place to make sure they do not have the flu, COVID, or tuberculosis.

Life Exchange Center Activity List 2 to 6 Months = Milestone 2: Clients focused on recovery in preparation for Workforce Development

Clients begin to focus on their second milestone achievement by focusing on their recovery from addiction before entering the Workforce Development Program. Clients continue their recovery classes and assessments, take life skills classes (Health education, cooking, character development, etc.), complete community service volunteer activities at least every three months, and begin addressing barriers to employment by applying for state identification cards and

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social security cards. Other classes include resume-building classes and financial literacy classes. Clients also participate in Friends and Family Day every other month. These days promote family reunification and help to reestablish broken bonds between parents, grandparents, siblings, and children. Clients receive a Life Coach/Mentor. To complete this milestone, the client writes their whole Life Story and identifies their triggers for substance use. This is a tender time for clients, and trauma-informed care and therapy are provided to clients by staff, clinical professionals, and volunteers.

Work Force Development Activity List 6 months to 12 Months = Milestone 3: Clients accepted into the Workforce Development program

Once clients complete the second milestone, they are accepted into the workforce development program. To begin the third milestone, The Job Developer helps clients complete the Aptitude Assessment and Testing and provides job counseling meetings. Clients continue their life skills classes, recovery classes, and assessments. Clients then participate in at least one job interview. After the interviews, the Job Developer helps the client review their employment opportunities. The Job Developer records the client's choice of employment in the client file.

Once employed, the client participates in monthly reviews and discussions of employment. Financial planning, savings and credit history classes are offered to ensure clients have the best opportunity to maintain their self-sufficiency. After two months of meaningful employment, clients review and select permanent housing options and transportation options, which are recorded in their client files. Before leaving the program, the client completes and presents the Personal Relapse Prevention Plan to staff and other clients. The plan details nine big problems (domains) where most people in recovery find they have work to do: My Body, My Exposure to Addictive Substances; My Activities, My People, My Feelings, My Lifestyle, My History, My Culture, My Treatment and Support Groups. Finally, the client has an exit interview with the Program Director, Case Manager, and Executive Director. Once the client completes the program, a celebration is held with all clients, former clients, staff, and family members.

Aftercare Alumni Program = Milestone 4: Clients leave Gilgal with stable housing, sobriety, and a job. Recovery does not end when a resident leaves Gilgal. Clients are more likely to be successful in preventing a relapse if they are involved in recovery activities on a long-term basis. Recovery classes are offered monthly to former clients as they live in affordable, permanent housing while maintaining employment to meet all needs. These classes focus on the stresses of life outside of the program and the best way to cope with the outside world. This leads to self-sufficient and sober clients for years to come. Clients are reunified with family members and, if possible, remain in healthy relationships with family members. Gilgal also provides off-campus residences that alumni can rent to build a credit history when they first graduate, providing permanent supportive housing.

In 2024, the Gilgal Recovery and Workforce Development Program will achieve the following performance measure outcomes. These performance measure outcomes will be reported during the contract period.

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CSP County Defined Performance Measures Homelessness Funding Priority:

From January 1, 2024, to December 31, 2024, Gilgal will provide 38 homeless women experiencing substance abuse with transitional housing.

From January 1, 2024, to December 31, 2024, 10 women will move into permanent supportive housing.

From January 1, 2024, to December 31, 2024, 49 women will have barriers to self-sufficiency eliminated or reduced with access to Case Management that will help them access mainstream benefits and by providing employment services. A path to self-sufficiency will be created. This number includes 11 women who participate in the weekly aftercare program.

Additional projected outcomes tracked by Gilgal:

1. From January 1, 2024, to December 31, 2024, 39 women will receive housing, food and nutrition, recovery classes, and case management from Gilgal.
2. From January 1, 2024, to December 31, 2024, within 72 hours of arrival at Gilgal, each resident will receive the Barriers to Employment assessment. A total of 38 women will complete the evaluation.
3. From January 1, 2024, to December 31, 2024, 15 women will prepare a resume and interview with at least one potential employer.

To aid in record keeping and program evaluation, Gilgal keeps individual files on each resident. The file contains personal data, intake information, income level, individualized service plan, meetings attended, health appointments attended, goals and objectives that are jointly determined by the resident and case manager, a record of education attainment and classes taken at Gilgal with any pre-and post-assessments, job readiness assessments, interview list, and final employment placement. Once a resident leaves Gilgal, the file retains a record of their exit interview. The program director reviews each resident's data and prepares and tracks aggregate monthly reports in Excel. The information in each file is collected by the Program Director, Case Manager, Residential Manager, and Job Developer. The program director is responsible for developing the monthly reports tracking that information in Excel and sending the reports to the Executive Director and administration staff. The program director also coordinates with ClientTrack, the standard HMIS system.

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Agency Defined Performance Measure(s):

Additional projected outcomes tracked by Gilgal:

1. From January 1, 2024, to December 31, 2024, 25 women will receive housing, food and nutrition, recovery classes, and case management from Gilgal.
2. From January 1, 2024, to December 31, 2024, within 72 hours of arrival at Gilgal, each resident will receive the Barriers to Employment assessment. A total of 24 women will complete the evaluation.
3. From January 1, 2024, to December 31, 2024, 10 women will prepare a resume and interview with at least one potential employer.

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).

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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

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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 **$50,000.00.**

(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

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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

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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:

Gilgal, Inc.
P.O. Box 150777
Atlanta, Georgia 30315

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

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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

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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 **Gilgal, 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

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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

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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

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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.

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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.

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STATE OF GEORGIA

COUNTY OF FULTON

FORM F: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services[1] under a contract with **[insert name of prime contractor (Agency)]** GILGAL, 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.

394891
EEV/Basic Pilot Program* User Identification Number

GILGAL, 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

Valerie Cater
Printed Name of Authorized Officer or Agent of Contractor

Sworn to and subscribed before me this 23RD day of FEBRUARY, 20 24.

Notary Public:

County: CHEROKEE

Commission Expires: 10/18/2026

SARA RODRIGUEZ NOTARY PUBLIC CHEROKEE COUNTY GEORGIA MY COMMISSION EXPIRES OCTOBER 18, 2026

[1]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.

[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].

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STATE OF GEORGIA

COUNTY OF FULTON

FORM G: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT

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

394891

EEV/Basic Pilot Program* User Identification Number of Subcontractor

GILGAL, INC.

Name of Subcontractor (Individual/Agency)

BY: Authorized Signature Officer or Agent of Subcontractor

Executive Director

Title of Authorized Officer or Agent of Subcontractor

Valerie Cater

Printed Name of Authorized Officer or Agent of Subcontractor

Sworn to and subscribed before me this 23RD day of FEBRUARY, 2024.

Notary Public:

County: CHEROKEE

Commission Expires: 10/18/2026

SARA RODRIGUEZ NOTARY PUBLIC CHEROKEE COUNTY, GEORGIA MY COMMISSION EXPIRES OCTOBER 18, 2026

[3]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.

[4]*[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].

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ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/2/2024

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
Yates, LLC
2800 Century Parkway NE
Suite 300
Atlanta GA 30345-

CONTACT NAME:
PHONE (A/C, No, Ext): 404-633-4321 **FAX (A/C, No):** 404-633-1312
E-MAIL ADDRESS: certs@yatesins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : LM Insurance Corporation	33600
INSURER B : Selective Insurance Company of America	12572
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED GILGIN01-C
Gilgal, Inc.
PO Box 150777
Atlanta GA 30315-

COVERAGES **CERTIFICATE NUMBER:** 2086157999 **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	
B	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC OTHER:	Y		S2003778	10/27/2023	10/27/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 1,000,000 $ 1,000,000 $ 20,000 $ 1,000,000 $ 3,000,000 $ 3,000,000 $
B	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY			S2003778	10/27/2023	10/27/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ $ $ $
B	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION $			S2003778	10/27/2023	10/27/2024	EACH OCCURRENCE AGGREGATE 	$ 1,000,000 $ 1,000,000 $
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: Y **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC535S548026-022	9/3/2023	9/3/2024	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
B B	Crime Professional Liability			S2003778 S2003778	10/27/2023 10/27/2023	10/27/2024 10/27/2024	$500 Ded Ea Claim Aggregate	$100,000 $1,000,000 $3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Subject to policy terms, conditions, forms and exclusions: the insurance coverages afforded by the policies above include the following when required by written contract for the certificate holder and/or entities listed below: Blanket Additional Insured in regards to General Liability for ongoing operations, Automobile Liability and Umbrella Liability. Blanket Primary and Non-Contributory in regards to General Liability and Automobile Liability. Blanket Waiver of Subrogation in regards to General Liability, Automobile Liability and Umbrella Liability.

FORMS:
CG7300 0622 - ElitePac General Liability Extension Endorsement
CG7997 1116 - General Aggregate Limit Per Project
See Attached...

CERTIFICATE HOLDER

Fulton County Government
141 PRYOR ST SW
ATLANTA GA 30303-3408

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: GILGIN01-C

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY Yates, LLC	**NAMED INSURED** Gilgal, Inc. PO Box 150777 Atlanta GA 30315-
POLICY NUMBER	
CARRIER / **NAIC CODE**	**EFFECTIVE DATE:**

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

CA7809 0117 - ElitePac Commercial Automobile Extension
CX-0003A 0199 - Schedule of Underlying Insurance and Limits
CXL4 0403 - Commercial Umbrella Liability Coverage
CXL456 0622 - Waiver of Transfer of Rights of Recovery Against Others to Us - Blanket Basis

RE: Community Services Program

Entity: Fulton County Government, Its Employees, Servants and Agents

Subject to policy terms, conditions, forms and exclusions, Fulton County Government is Loss Payee in regards to Crime.

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ElitePac®
General Liability Extension Endorsement

COMMERCIAL GENERAL LIABILITY
CG 73 00 01 19

SUMMARY OF COVERAGES (including index)

This is a summary of the various additional coverages and coverage modifications provided by this endorsement. No coverage is provided by this summary. Refer to the actual endorsement (Pages **3**-through-**9**) for changes affecting your insurance protection.

DESCRIPTION	PAGE FOUND
Additional Insureds - Primary and Non-Contributory Provision	Page 8
Blanket Additional Insureds - As Required By Contract • Owners, Lessees or Contractors (includes Architects, Engineers or Surveyors • Lessors of Leased Equipment • Managers or Lessors of Premises • Mortgagees, Assignees and Receivers • Any Other person or organization other than a joint venture • Grantors of Permits	Page 5
Broad Form Vendors Coverage	Page 7
Damage To Premises Rented To You (Including Fire, Lightning or Explosion)	Page 3
Electronic Data Liability ($100,000)	Page 4
Employee Definition Amended	Page 9
Employees As Insureds Modified	Page 5
Employer's Liability Exclusion Amended (Not applicable in New York)	Page 3
Incidental Malpractice Exclusion modified	Page 7
Knowledge of Occurrence, Claim, Suit or Loss	Page 7
Liberalization Clause	Page 8
Mental Anguish Amendment (Not applicable to New York)	Page 9
Newly Formed or Acquired Organizations	Page 5
Non-Owned Aircraft	Page 3
Non-Owned Watercraft (under 60 feet)	Page 3
Not-for-profit Members - as additional insureds	Page 5
Personal And Advertising Injury - Discrimination Amendment (Not applicable in New York)	Page 8
Products Amendment (Medical Payments)	Page 4
Supplementary Payments Amended - Bail Bonds ($5,000) and Loss of Earnings ($1,000)	Page 4
Two or More Coverage Parts or Policies Issued By Us	Page 8
Unintentional Failure to Disclose Hazards	Page 8
Waiver of Transfer of Rights of Recovery (subrogation)	Page 8
When Two or More Coverage Parts of this Policy Apply to a Loss	Page 3

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ElitePac®
General Liability Extension Endorsement

COMMERCIAL GENERAL LIABILITY
CG 73 00 01 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies the insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The **SECTIONS** of the Commercial General Liability Coverage Form identified in this endorsement will be amended as shown below. However, **if (a) two or more Coverage Parts of this policy, or (b) two or more forms or endorsements within the same Coverage Part apply to a loss,** coverage provision(s) with the broadest language will apply, unless specifically stated otherwise within the particular amendment covering that loss.

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

COVERAGES - Amendments

SECTION I - COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY

EXCLUSIONS

Employer's Liability Amendment

(This provision is not applicable in the State of New York).

The following is added to Exclusion **e. Employer's Liability** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions:**

This exclusion also does not apply to any "temporary worker".

Non-Owned Aircraft, Auto or Watercraft

A. Paragraph **(2)** of Exclusion **g. Aircraft, Auto Or Watercraft** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions** is deleted in its entirety and replaced with the following**:**

(2) A watercraft you do not own that is:

(a) Less than 26 feet long and not being used to carry persons or property for a charge; or

(b) At least 26 feet, but less than 60 feet long, and not being used to carry persons or property for a charge. Any person is an insured who uses or is responsible for the use of such watercraft with your expressed or implied consent. However, if the insured has any other valid and collectible insurance for "bodily injury" or "property damage" that would be covered under this provision, or on any other basis, this coverage is then excess, and subject to Condition **4. Other Insurance, b. Excess Insurance** under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS.**

B. The following is added to Exclusion **g. Aircraft, Auto Or Watercraft** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions:**

This exclusion does not apply to:

(6) Any aircraft, not owned or operated by any insured, which is hired, chartered or loaned with a paid crew. However, if the insured has any other valid and collectible insurance for "bodily injury" or "property damage" that would be covered under this provision, or on any other basis, this coverage is then excess, and subject to Condition **4. Other Insurance, b. Excess Insurance** under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS.**

Damage To Premises Rented to You

A. The last paragraph of Paragraph **2. Exclusions** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE** is deleted in its entirety and replaced with the following:

Exclusions **c. through n.** do not apply to damage by fire, lightning or explosion to premises rented to you or temporarily occupied by you with the permission of the owner. A separate limit of insurance applies to this coverage as described in **SECTION III - LIMITS OF INSURANCE.**

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B. Paragraph **6.** under **SECTION III - LIMITS OF INSURANCE** is deleted in its entirety and replaced with the following:

6. Subject to Paragraph **5.** above, the most we will pay under **COVERAGE A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage caused by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner, for all such damage caused by fire, lightning or explosion proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of the three, is the amount shown in the Declarations for the Damage To Premises Rented To You Limit.

C. Paragraph **a.** of Definition **9.** "Insured contract" under **SECTION V - DEFINITIONS** is deleted in its entirety and replaced with the following:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with the permission of the owner is not an "insured contract";

Electronic Data Liability

A. Exclusion **p. Access or Disclosure Of Confidential Or Personal Information And Data-related Liability** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions** is deleted in its entirety and replaced by the following:

p. Access or Disclosure Of Confidential Or Personal Information And Data-related Liability

Damages arising out of:

(1) Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information or any other type of nonpublic information; or

(2) The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data" that does not result from physical injury to tangible property.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraph **(1)** or **(2)** above.

B. The following paragraph is added to **SECTION III - LIMITS OF INSURANCE:**

Subject to **5.** above, the most we will pay under **COVERAGE A** for "property damage" because of all loss of "electronic data" arising out of any one "occurrence" is a sub-limit of $100,000.

SECTION I - COVERAGE C MEDICAL PAYMENTS

EXCLUSIONS

Any Insured Amendment

Exclusion **a. Any Insured** under **COVERAGE C MEDICAL PAYMENTS, 2. Exclusions** is deleted in its entirety and replaced with the following:

a. Any Insured

To any insured.

This exclusion does not apply to:

(1) "Not-for-profit members";

(2) "Golfing facility" members who are not paid a fee, salary, or other compensation; or

(3) "Volunteer workers".

This exclusion exception does not apply if **COVERAGE C MEDICAL PAYMENTS** is excluded by another endorsement to this Coverage Part.

Product Amendment

Exclusion **f. Products-Completed Operations Hazard** under **COVERAGE C MEDICAL PAYMENTS, 2. Exclusions** is deleted in its entirety and replaced with the following:

f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

This exclusion does not apply to "your products" sold for use or consumption on your premises, while such products are still on your premises.

This exclusion exception, does not apply if **COVERAGE C MEDICAL PAYMENTS** is excluded by another endorsement to this Coverage Part.

SECTION I - SUPPLEMENTARY PAYMENTS - COVERAGES A AND B

Expenses For Bail Bonds And Loss Of Earnings

A. Subparagraph **1.b.** under **SUPPLEMENTARY PAYMENTS - COVERAGES A AND B** is deleted in its entirety and replaced with the following:

b. Up to $5,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

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B. Subparagraph **1.d.** under **SUPPLEMENTARY PAYMENTS - COVERAGES A AND B** is deleted in its entirety and replaced with the following:

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $1,000 a day because of time off from work.

SECTION II - WHO IS AN INSURED - Amendments

Not-for-Profit Organization Members

The following paragraph is added to **SECTION II - WHO IS AN INSURED:**

If you are an organization other than a partnership, joint venture, or a limited liability company, and you are a not-for-profit organization, the following are included as additional insureds:

1. Your officials;

2. Your trustees;

3. Your members;

4. Your board members;

5. Your commission members;

6. Your agency members;

7. Your insurance managers;

8. Your elective or appointed officers; and

9. Your "not-for-profit members".

However only with respect to their liability for your activities or activities they perform on your behalf.

Employees As Insureds Modified

A. Subparagraph **2.a.(1)(a)** under **SECTION II - WHO IS AN INSURED** does not apply to "bodily injury" to a "temporary worker" caused by a co-"employee" who is not a "temporary worker".

B. Subparagraph **2.a.(2)** under **SECTION II - WHO IS AN INSURED** does not apply to "property damage" to the property of a "temporary worker" or "volunteer worker" caused by a co-"employee" who is not a "temporary worker" or "volunteer worker".

C. Subparagraph **2.a.(1)(d)** under **SECTION II - WHO IS AN INSURED** does not apply to "bodily injury" caused by cardio-pulmonary resuscitation or first aid services administered by a co-"employee".

With respect to this provision only, Subparagraph **(1)** of Exclusion **2. e. Employer's Liability** under **SECTION I - COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** does not apply.

Newly Formed Or Acquired Organizations

A. Subparagraph **3.a.** under **SECTION II - WHO IS AN INSURED** is deleted in its entirety and replaced with the following:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier. However, **COVERAGE A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization.

B. The following paragraph is added to **SECTION II - WHO IS AN INSURED,** Paragraph **3:**

If you are engaged in the business of construction of dwellings three stories or less in height, or other buildings three stories or less in height and less than 25,000 square feet in area, you will also be an insured with respect to "your work" only, for the period of time described above, for your liability arising out of the conduct of any partnership or joint venture of which you are or were a member, even if that partnership or joint venture is not shown as a Named Insured. However, this provision only applies if you maintain or maintained an interest of at least fifty percent in that partnership or joint venture for the period of that partnership or joint venture.

This provision does not apply to any partnership or joint venture that has been dissolved or otherwise ceased to function for more than thirty-six months.

With respect to the insurance provided by this provision, **Newly Formed or Acquired Organizations**, the following is added to **SECTION IV - COMMERCIAL GENERAL LIABILITY**, Paragraph **4. Other Insurance,** Subparagraph **b. Excess Insurance:**

The insurance provided by this provision, **Newly Formed or Acquired Organizations,** is excess over any other insurance available to the insured, whether primary, excess, contingent or on any other basis.

(All other provisions of this section remain unchanged)

Blanket Additional Insureds - As Required By Contract

Subject to the **Primary and Non-Contributory** provision set forth in this endorsement, **SECTION II - WHO IS AN INSURED** is amended to include as an additional insured:

A. Owners, Lessees or Contractors/Architects, Engineers and Surveyors

1. Any person or organization for whom you are performing operations when you and such person or organization have agreed in a written contract, written agreement or written permit that such person or organization be added as an additional insured on your commercial general liability policy; and

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2. Any other person or organization, including any architects, engineers or surveyors not engaged by you, whom you are required to add as an additional insured under your policy in the contract or agreement in Paragraph **1.** above:

Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

a. Your acts or omissions; or

b. The acts of omissions of those acting on your behalf;

in the performance of your ongoing operations performed for the additional insured in Paragraph **1.,** above.

However, this insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services by or for you, including:

a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and

b. Supervisory, inspection, architectural or engineering activities.

Professional services do not include services within construction means, methods, techniques, sequences and procedures employed by you in connection with your operations in your capacity as a construction contractor.

A person or organization's status as an additional insured under this endorsement ends when your operations for the person or organization described in Paragraph **1.** above are completed.

B. Other Additional Insureds

Any of the following persons or organizations with whom you have agreed in a written contract, written agreement or written permit that such persons or organizations be added as an additional insured on your commercial general liability policy:

1. Lessors of Leased Equipment

Any person or organization from whom you lease equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

2. Managers or Lessors of Premises

Any person or organization from whom you lease premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you.

This insurance does not apply to any "occurrence" which takes place after you cease to be a tenant of that premises.

3. Mortgagees, Assignees or Receivers

Any person or organization with respect to their liability as mortgagee, assignee or receiver and arising out of the ownership, maintenance or use of your premises.

This insurance does not apply to any "occurrence" which takes place after the mortgage is satisfied, or the assignment or receivership ends.

4. Any Person or Organization Other Than A Joint Venture

Any person or organization (other than a joint venture of which you are a member), but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts of omissions of those acting on your behalf in the performance of your ongoing operations or in connection with property owned by you.

5. State or Governmental Agency or Political Subdivision - Permits or Authorizations

Any state or governmental agency or subdivision or political subdivision, but only with respect to:

a. Operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization; or

b. The following hazards for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:

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(1) The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures;

(2) The construction, erection or removal of elevators; or

(3) The ownership, maintenance or use of any elevators covered by this insurance.

This insurance does not apply to:

(a) "Bodily injury" or "property damage" arising out of operations performed for the federal government, state or municipality; or

(b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

With respect to Paragraphs **2.** through **4.,** this insurance does not apply to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

The provisions of this coverage extension do not apply unless the written contract or written agreement has been signed by the Named Insured or written permit issued prior to the "bodily injury" or "property damage" or "personal and advertising injury".

Broad Form Vendors Coverage

Subject to the **Primary and Non-Contributory** provision set forth in this endorsement, **SECTION II - WHO IS AN INSURED** is amended to include as an additional insured any person or organization (referred to below as vendor) for whom you have agreed in a written contract or written agreement to provide coverage as an additional insured under your policy. Such person or organization is an additional insured only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business. However, the insurance afforded the vendor does not apply to:

a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement; however this exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

b. Any express warranty unauthorized by you;

c. Any physical or chemical change in the product made intentionally by the vendor;

d. Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business in connection with the sale of the product; or

f. Products which, after distribution or sale by you, have been labeled or re-labeled or used as a container, part of ingredient of any other thing or substance by or for the vendor; however this insurance does not apply to any insured person or organization, from who you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

The provisions of this coverage extension do not apply unless the written contract or written agreement has been signed by the Named Insured prior to the "bodily injury" or "property damage".

Incidental Malpractice

Subparagraph **2.a.(1)(d)** under **SECTION II - WHO IS AN INSURED** is deleted in its entirety and replaced with the following:

(d) Arising out of his or her providing or failing to provide professional health care services.

This does not apply to nurses, emergency medical technicians or paramedics if you are not in the business or occupation of providing any such professional services.

This also does not apply to "bodily injury" caused by cardio-pulmonary resuscitation or first aid services administered by a co-"employee".

This provision does not apply if you are a Social Service or Senior Living risk.

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS - Amendments

Knowledge Of Occurrence, Claim, Suit Or Loss

The following is added to Paragraph **2. Duties in the Event of Occurrence, Offense, Claim or Suit** under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:**

The requirements under this paragraph do not apply until after the "occurrence" or offense is known to:

1. You, if you are an individual;

2. A partner, if you are a partnership;

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3. An “executive officer” or insurance manager, if you are a corporation;

4. Your members, managers or insurance manager, if you are a limited liability company; or

5. Your elected or appointed officials, officers, members, trustees, board members, commission members, agency members, or your administrator or your insurance manager if you are an organization other than a partnership, joint venture, or limited liability company.

Primary and Non-Contributory Provision

The following is added to Paragraph **4. Other Insurance, b. Excess Insurance** under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:**

This insurance is primary to and we will not seek contribution from any other insurance available to an additional insured under this policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in a written contract, written agreement or written permit that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

Unintentional Failure To Disclose Hazards

The following is added to Paragraph **6. Representations** under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:**

However, if you should unintentionally fail to disclose any existing hazards in your representations to us at the inception date of the policy, or during the policy period in connection with any additional hazards, we shall not deny coverage under this Coverage Part based upon such failure to disclose hazards.

Waiver Of Transfer Of Rights Of Recovery

The following is added to Paragraph **8. Transfer of Rights Of Recovery Against Others To Us** under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:**

We will waive any right of recovery we may have against a person or organization because of payments we make for “bodily injury” or “property damage” arising out of your ongoing operations or “your work” done under a written contract or written agreement and included in the “products-completed operations hazard”, if:

1. You have agreed to waive any right of recovery against that person or organization in a written contract or written agreement;

2. Such person or organization is an additional insured on your policy; or

3. You have assumed the liability of that person or organization in that same contract, and it is an “insured contract”.

The section above only applies to that person or organization identified above, and only if the “bodily injury” or “property damage” occurs subsequent to the execution of the written contract or written agreement.

Liberalization

The following condition is added to **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:**

If we revise this Coverage Part to provide more coverage without additional premium charge, subject to our filed company rules, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

Two or More Coverage Parts or Policies Issued By Us

(This provision is not Applicable in the state of New York or Wisconsin).

The following condition is added to **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:**

It is our intention that the various coverage parts or policies issued to you by us, or any company affiliated with us, do not provide any duplication or overlap of coverage. We have exercised diligence to draft our coverage parts and policies to reflect this intention. However, if the facts and circumstances that will respond to any claim or “suit” give rise to actual or claimed duplication or overlap of coverage between the various coverage parts or policies issued to you by us or any company affiliated with us, the limit of insurance under all such coverage parts or policies combined shall not exceed the highest applicable limit under this coverage, or any one of the other coverage forms or policies.

This condition does not apply to any Excess or Umbrella policy issued by us specifically to apply as excess insurance over this coverage part or policy to which this coverage part is attached.

SECTION V - DEFINITIONS

Discrimination

(This provision does not apply in New York).

A. The following is added to Definition **14.** “Personal and advertising injury”:

“Personal and advertising injury” also means “discrimination” that results in injury to the feelings or reputation of a natural person, however only if such “discrimination” or humiliation is:

1. Not done by or at the direction of:

a. The insured; or

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b. Anyone considered an insured under **SECTION II - WHO IS AN INSURED;**

2. Not done intentionally to cause harm to another person.

3. Not directly or indirectly related to the employment, prospective employment or termination of employment of any person or persons by any insured.

4. Not arising out of any "advertisement" by the insured.

B. The following definition is added to **SECTION V - DEFINITIONS:**

"Discrimination" means:

a. Any act or conduct that would be considered discrimination under any applicable federal, state, or local statute, ordinance or law;

b. Any act or conduct that results in disparate treatment of, or has disparate impact on, a person, because of that person's race, religion, gender, sexual orientation, age, disability or physical impairment; or

c. Any act or conduct characterized or interpreted as discrimination by a person based on that person's race, religion, gender, sexual orientation, age, disability or physical impairment.

It does not include acts or conduct characterized or interpreted as sexual intimidation or sexual harassment, or intimidation or harassment based on a person's gender.

Electronic Data

The following definition is added to **SECTION V - DEFINITIONS:**

"Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cell, data processing devices or any other media which are used with electronically controlled equipment. For the purpose of the Electronic Data Liability coverage provided by this endorsement, Definition **17.** "Property damage" is deleted in its entirety and replaced by the following:

17. "Property damage" means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or

b. Loss of, loss of use of, damage to, corruption of, inability to access, or inability to properly manipulate "electronic data", resulting from physical injury to tangible property. All such loss of "electronic data" shall be deemed to occur at the time of the "occurrence" that caused it.

For the purpose of the Electronic Data Liability coverage provided by this endorsement, "electronic data" is not tangible property.

Employee Amendment

Definition **5.** "Employee" under **SECTION V - DEFINITIONS** is deleted in its entirety and replaced by the following:

5. "Employee" includes a "leased worker", or a "temporary worker". If you are a School, "Employee" also includes a student teacher.

Golfing Facility

The following definition is added to **SECTION V - DEFINITIONS:**

"Golfing facility" means a golf course, golf club, driving range, or miniature golf course.

Mental Anguish Amendment

(This provision does not apply in New York).

Definition **3.** "Bodily injury" under **SECTION V - DEFINITIONS** is deleted in its entirety and replaced with the following:

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time. This includes mental anguish resulting from any bodily injury, sickness or disease sustained by a person. (In New York, mental anguish has been determined to be "bodily injury").

Not-for-profit Member

The following definition is added to **SECTION V - DEFINITIONS:**

"Not-for-profit member" means a person who is a member of a not-for-profit organization, including clubs and churches, who receives no financial or other compensation.

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GENERAL AGGREGATE LIMIT PER PROJECT

COMMERCIAL GENERAL LIABILITY
CG 79 97 11 16

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The General Aggregate Limit under **SECTION III — Limits Of Insurance** applies separately to each of your projects away from premises owned by or rented to you.

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ElitePac®
Commercial Automobile Extension

COMMERCIAL AUTO
CA 78 09 11 17

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Business Auto Coverage Form apply unless modified by the endorsement.

AMENDMENTS TO SECTION II - LIABILITY COVERAGE

A. If this policy provides Auto Liability coverage for Owned Autos, the following extensions are applicable accordingly:

NEWLY ACQUIRED OR FORMED ORGANIZATIONS

The following is added to **SECTION II, A.1. - Who Is An Insured:**

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no similar insurance available to that organization. However:

1. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

2. Coverage does not apply to "bodily injury" or "property damage" resulting from an "accident" that occurred before you acquired or formed the organization.

No person or organization is an "insured" with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

EXPENSES FOR BAIL BONDS AND LOSS OF EARNINGS

Paragraphs **(2)** and **(4)** of **SECTION II, A.2.a. - Supplementary Payments** are deleted in their entirety and replaced with the following:

(2) Up to the Limit of Insurance shown on the ElitePac Schedule for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" covered under this policy. We do not have to furnish these bonds.

(4) All reasonable expenses incurred by the "insured" at our request. This includes actual loss of earnings because of time off from work, which we will pay up to the Limit of Insurance shown on the ElitePac Schedule.

EMPLOYEE INDEMNIFICATION AND EMPLOYER'S LIABILITY AMENDMENT

The following is added to **SECTION II, B.4. - Exclusions:**

This exclusion does not apply to a "volunteer worker" who is not entitled to workers compensation, disability or unemployment compensation benefits.

FELLOW EMPLOYEE COVERAGE

The **Fellow Employee** Exclusion, **SECTION II, B.5. -** is deleted in its entirety.

CARE, CUSTODY OR CONTROL AMENDMENT

The following is added to **SECTION II, B.6. - Exclusions:**

This exclusion does not apply to property owned by anyone other than an "insured", subject to the following:

1. The most we will pay under this exception for any one "accident" is the Limit of Insurance stated in the ElitePac Schedule; and

2. A per "accident" deductible as stated in the ElitePac Schedule applies to this exception.

B. If this policy provides Auto Liability coverage for Owned Autos or Non-Owned Autos, the following extension is applicable accordingly:

LIMITED LIABILITY COMPANIES

The following is added to **SECTION II, A.1. - Who Is An Insured:**

If you are a limited liability company, your members and managers are "insureds" while using a covered "auto" you don't own, hire or borrow during the course of their duties for you.

BLANKET ADDITIONAL INSUREDS - As Required By Contract

The following is added to **SECTION II, A.1. - Who Is An Insured:**

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Any person or organization whom you have agreed in a written contract, written agreement or written permit that such person or organization be added as an additional "insured" on your policy. Such person or organization is an additional "insured" only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by your ownership, maintenance or use of a covered "auto". This coverage shall be primary and non-contributory with respect to the additional "insured". This provision only applies if:

1. It is required in the written contract, written agreement or written permit identified in this section;

2. It is permitted by law; and

3. The written contract or written agreement has been executed (executed means signed by a named insured) or written permit issued prior to the "bodily injury" or "property damage".

C. If this policy provides Auto Liability coverage for Non-Owned Autos, the following extension is applicable accordingly:

EMPLOYEES AS INSUREDS

If this policy provides Auto Liability coverage for Non-Owned Autos, the following is added to **SECTION II, A.1. - Who Is An Insured:**

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name with your permission, while performing duties related to the conduct of your business.

AMENDMENTS TO SECTION III - PHYSICAL DAMAGE COVERAGE

If this policy provides Comprehensive, Specified Causes of Loss or Collision coverage, the following extensions are applicable for those "autos" for which Comprehensive, Specified Causes of Loss or Collision coverage is purchased:

TOWING AND LABOR

SECTION III, A.2. - Towing is deleted in its entirety and replaced with the following:

We will pay all reasonable towing and labor costs up to the maximum Limit of Insurance shown on the ElitePac Schedule per tow each time a covered "Private Passenger Auto", "Social Service Van or Bus" or "Light Truck" is disabled and up to the maximum Limit of Insurance per tow each time a covered "Medium Truck", "Heavy Truck" or "Extra Heavy Truck" is disabled.

For labor charges to be eligible for reimbursement the labor must be performed at the place of disablement.

This coverage extension does not apply to Emergency Services Organizations and Governmental Entities.

GLASS BREAKAGE DEDUCTIBLE

The following is added to **SECTION III, A.3. - Glass Breakage - Hitting A Bird Or Animal - Falling Objects or Missiles:**

If damaged glass is repaired rather than replaced, no deductible will apply for such repair. This extension does not apply to Emergency Services Organizations and Governmental Entities.

ADDITIONAL TRANSPORTATION EXPENSES SECTION III, A.4.a. - Transportation Expenses is deleted in its entirety and replaced with the following:

We will pay up to the maximum Limit of Insurance shown on the ElitePac Schedule for temporary transportation expenses that you incur because of any "loss" to a covered "auto", but only if the covered "auto" carries the coverages and meets the requirements described in **1.** or **2.** below:

1. We will pay temporary transportation expenses for total theft of a covered "auto". We will only pay for such expenses incurred during the period beginning 24 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

2. For "loss" other than total theft of a covered "auto" under Comprehensive or Specified Causes of Loss Coverage, or for any "loss" under Collision Coverage to a covered "auto", we will only pay for those temporary transportation expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the number of days reasonably required to repair or replace the covered "auto" or 30 days.

Paragraph **2.** of this extension does not apply while there are spare or reserve "autos" available to you for your operations.

This coverage extension does not apply to Emergency Services Organizations and Governmental Entities.

HIRED AUTO PHYSICAL DAMAGE COVERAGE

The following is added to **SECTION III, A.4. - Coverage Extensions:**

Physical Damage coverage is hereby extended to apply to Physical Damage "loss" to "autos" leased, hired, rented or borrowed without a driver. We will provide coverage equal to the broadest coverage available to any covered "auto" shown in the Declarations. But, the most we will pay for "loss" to each "auto" under this coverage extension is the lesser of:

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1. The Limit of Insurance stated in the ElitePac Schedule; or
2. The actual cash value of the damaged or stolen property as of the time of the "loss"; or
3. The actual cost of repairing or replacing the damaged or stolen property with other property of like kind and quality. A part is of like kind and quality when it is of equal or better condition than the pre-accident part. We will use the original equipment from the manufacturer when:
   - **(a)** The operational safety of the vehicle might otherwise be impaired;
   - **(b)** Reasonable and diligent efforts to locate the appropriate rebuilt, aftermarket or used part have been unsuccessful; or
   - **(c)** A new original equipment part of like kind and quality is available and will result in the lowest overall repair cost.

For each leased, hired, rented or borrowed "auto" our obligation to pay "losses" will be reduced by a deductible equal to the highest deductible applicable to any owned "auto" for that coverage. No deductible will be applied to "losses" caused by fire or lightning.

SECTION IV, B.5. Other Insurance Condition, Paragraph **5.b.** is deleted in its entirety and replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos'" you own:

1. Any covered "auto" you lease, hire, rent, or borrow; and
2. Any covered "auto" hired or rented by your "employee" under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

This coverage extension does not apply to Emergency Services Organizations and Governmental Entities.

HIRED AUTO LOSS OF USE COVERAGE

The following is added to **SECTION III, A.4. - Coverage Extensions:**

We will pay expenses for which you are legally responsible to pay up to the Limit of Insurance shown on the ElitePac Schedule per "accident" for loss of use of a leased, hired, rented or borrowed "auto" if it results from an "accident".

This coverage extension does not apply to Emergency Services Organizations, Governmental Entities, and Schools.

AUTO LOAN/LEASE GAP COVERAGE (Not Applicable in New York)

The following is added to **SECTION III, A.4. - Coverage Extensions:**

In the event of a total "loss" to a covered "auto" we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

1. The amount paid under the Physical Damage Coverage Section of the policy; and
2. Any:
   - **a.** Overdue lease/loan payments at the time of "loss";
   - **b.** Financial penalties imposed under a lease for excessive use, abnormal wear and tear, high mileage or similar charges;
   - **c.** Security deposits not refunded by the lessor or financial institution;
   - **d.** Costs for extended warranties, credit life, health, accident, or disability insurance purchased with the loan or lease; and
   - **e.** Carry-over balances from previous leases or loans.

You are responsible for the deductible applicable to the "loss" for the covered "auto".

PERSONAL EFFECTS

The following is added to **SECTION III, A.4. - Coverage Extensions:**

If this policy provides Comprehensive Coverage for a covered "auto" you own and that covered "auto" is stolen, we will pay up to the Limit of Insurance shown on the ElitePac Schedule, without application of a deductible, for lost personal effects that were in the covered "auto" at the time of theft. Personal effects do not include jewelry, tools, money, or securities. This coverage is excess over any other collectible insurance.

AIRBAG COVERAGE

The following is added to **SECTION III, B.3.a. - Exclusions:**

Mechanical breakdown does not include the accidental discharge of an airbag.

This coverage extension does not apply to Emergency Services Organizations and Governmental Entities.

EXPANDED AUDIO, VISUAL, AND DATA ELECTRONIC EQUIPMENT COVERAGE

SECTION III, B.4. - Exclusions

This exclusion does not apply to the following:

1. Global positioning systems;
2. "Telematic devices"; or
3. Electronic equipment that reproduces, receives or transmits visual or data signals and accessories used with such equipment, provided such equipment is:

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a. Permanently installed in or upon the covered "auto" at the time of the "loss";

b. Removable from a housing unit that is permanently installed in the covered "auto" at the time of the "loss";

c. Designed to be solely operated by use of power from the "auto's" electrical system; or

d. Designed to be used solely in or upon the covered "auto".

For each covered "loss" to such equipment, a deductible of $50 shall apply, unless the deductible otherwise applicable to such equipment is less than $50, at which point the lower deductible, if any, will apply.

COMPREHENSIVE DEDUCTIBLE - LOCATION TRACKING DEVICE

The following is added to **SECTION III, D. - Deductible:**

Any Comprehensive Coverage Deductible shown in the Declarations will be reduced by 50% for any "loss" caused by theft if the covered "auto" is equipped with a location tracking device and that device was the sole method used to recover the "auto".

PHYSICAL DAMAGE LIMIT OF INSURANCE

SECTION III, C. - Limit Of Insurance is deleted in its entirety and replaced with the following:

The most we will pay for a "loss" in any one "accident" is the lesser of:

1. The actual cash value of the damaged or stolen property as of the time of the "loss"; or

2. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

This coverage extension does not apply to Emergency Services Organizations and Governmental Entities.

AMENDMENTS TO SECTION IV - BUSINESS AUTO CONDITIONS

DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

The following is added to **SECTION IV, A.2.a. - Duties In The Event Of Accident, Claim, Suit Or Loss:**

The notice requirements for reporting "accident" claim, "suit" or "loss" information to us, including provisions related to the subsequent investigation of such "accident", claim, "suit" or "loss" do not apply until the "accident", claim, "suit" or "loss" is known to:

1. You, if you are an individual;

2. A partner, if you are a partnership;

3. An executive officer or insurance manager, if you are a corporation;

4. Your members, managers or insurance manager, if you are a limited liability company;

5. Your elected or appointed officials, trustees, board members or your insurance manager, if you are an organization other than a partnership, joint venture or limited liability company.

But, this section does not amend the provisions relating to notification of police or protection or examination of the property that was subject to the "loss".

WAIVER OF SUBROGATION

SECTION IV, A.5. - Transfer Of Rights Of Recovery Against Others To Us is deleted in its entirety and replaced with the following:

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury" or "property damage" resulting from the ownership, maintenance or use of a covered "auto" but only when you have assumed liability for such "bodily injury" or "property damage" in an "insured contract". In all other circumstances, if a person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us.

MULTIPLE DEDUCTIBLES

The following is added to **SECTION IV, A. - Loss Conditions:**

If a "loss" from one event involves two or more covered "autos" and coverage under Comprehensive or Specified Causes of Loss applies, only the highest applicable deductible will be applied.

CONCEALMENT, MISREPRESENTATION OR FRAUD

The following is added to **SECTION IV, B.2. - Concealment, Misrepresentation Or Fraud:**

If you should unintentionally fail to disclose any existing hazards in your representations to us prior to the inception date of the policy or during the policy period in connection with any newly discovered hazards, we will not deny coverage under this Coverage Form based upon such failure.

POLICY PERIOD, COVERAGE TERRITORY

SECTION IV, B.7. - Policy Period, Coverage Territory is deleted in its entirety and replaced with the following:

Under this Coverage Form, we cover "accidents" and "losses" occurring:

a. During the policy period shown in the Declarations; and

b. Within the "Coverage Territory".

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We also cover "loss" to or "accidents" involving a covered "auto" while being transported between any of these places.

TWO OR MORE COVERAGE FORMS OR POLICIES ISSUED BY US - DEDUCTIBLES

The following is added to **SECTION IV, B.8. - Two Or More Coverage Forms Or Policies Issued By Us:**

If a "loss" covered under this Coverage Form also involves a "loss" to other property resulting from the same "accident" that is covered under this policy or another policy issued by us or any member company of ours, only the highest applicable deductible will be applied.

AMENDMENTS TO SECTION V - DEFINITIONS

BODILY INJURY INCLUDING MENTAL ANGUISH (Not Applicable in New York)

The definition of bodily injury is deleted in its entirety and replaced by the following:

"Bodily injury" means bodily injury, sickness, or disease sustained by a person, including death resulting from any of these. "Bodily injury" includes mental anguish resulting from bodily injury, sickness or disease sustained by a person.

ADDITIONS TO SECTION V - DEFINITIONS

COVERAGE TERRITORY

"Coverage Territory" means:

1. The United States of America (including its territories and possessions), Canada and Puerto Rico; and

2. Anywhere in the world, except for any country or jurisdiction that is subject to trade or other economic sanction or embargo by the United States of America, if a covered "auto" is leased, hired, rented, or borrowed without a driver for a period of 30 days or less, and the insured's responsibility to pay "damages" is determined in a "suit" on the merits in and under the substantive law of the United States of America (including its territories and possessions), Puerto Rico, or Canada, or in a settlement we agree to.

If we are prevented by law, or otherwise, from defending the "insured" in a "suit" brought in a location described in Paragraph **2.** above, the insured will conduct a defense of that "suit". We will reimburse the "insured" for the reasonable and necessary expenses incurred for the defense of any such "suit" seeking damages to which this insurance applies, and that we would have paid had we been able to exercise our right and duty to defend.

EXTRA HEAVY TRUCK

"Extra Heavy Truck" means a truck with a gross vehicle weight rating of 45,001 pounds or more.

HEAVY TRUCK

"Heavy Truck" means a truck with a gross vehicle weight rating of 20,001 pounds to 45,000 pounds.

LIGHT TRUCK

"Light Truck" means a truck with a gross vehicle weight rating of 10,000 pounds or less.

MEDIUM TRUCK

"Medium Truck" means a truck with a gross vehicle weight rating of 10,001 pounds to 20,000 pounds.

PRIVATE PASSENGER AUTO

"Private Passenger Auto" means a four-wheel "auto" of the private passenger or station wagon type. A pickup, panel truck or van not used for business is included within the definition of a "private passenger auto".

SOCIAL SERVICE VAN OR BUS

"Social Service Van or Bus" means a van or bus used by a government entity, civic, charitable or social service organization to provide transportation to clients incidental to the social services sponsored by the organization, including special trips and outings.

TELEMATIC DEVICE

"Telematic Device" includes devices designed for the collection and dissemination of data for the purpose of monitoring vehicle and/or driver performance. This includes Global Positioning System technology, wireless safety communications and automatic driving assistance systems, all integrated with computers and mobile communications technology in automotive navigation systems.

VOLUNTEER WORKER

"Volunteer worker" means a person who performs business duties for you, for no financial or other compensation.

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Previous Policy Number	Policy Number
S 2003778	S 2003778

SELECTIVE INSURANCE COMPANY OF AMERICA
40 WANTAGE AVENUE, BRANCHVILLE, NJ 07890

DECLARATIONS - COMMERCIAL UMBRELLA LIABILITY COVERAGE

Item One - Name of Insured & Mailing Address	**Policy Period**
SEE COMMERCIAL POLICY COMMON DECLARATION: IL-7025	**From:** OCTOBER 27, 2023 **To:** OCTOBER 27, 2024 12:01 A.M., Standard Time At The Insured's Mailing Address.
Producer: SEE COMMERCIAL POLICY COMMON DECLARATION: IL-7025	**Producer Number:** 00-09152-00000

Named Insured is: CORPORATION

Business of the Named Insured: DRUG/ALCOHOL RECOVER

Limits Of Insurance

Occurrence Limit $1,000,000.00 **Aggregate Limit** $1,000,000.00

Self Retained Limit: $.00

00000FS 2003778 088

Schedule of Underlying Insurance and Limits

Standard Employers Liability or Stop-Gap Employers Liability Policy — **Policy No.** WC535S548026015

Company Liberty Mutual Insurance
Policy Period
From: SEPTEMBER 3, 2023
To: SEPTEMBER 3, 2024

Employers Liability Each Accident	$1,000,000
Disease Each Employee	$1,000,000
Disease Each Policy	$1,000,000

Commercial General Liability Policy — **Policy No.** S 200377811

Company SELECTIVE INS CO OF AMERI
Policy Period
From: OCTOBER 27, 2023
To: OCTOBER 27, 2024

General Aggregate	$3,000,000
Products-Completed Operations	$3,000,000
Personal and Advertising Injury Limit	$1,000,000
Each Occurrence Limit	$1,000,000

Automobile Liability Policy — **Policy No.** S 200377811

Company SELECTIVE INS CO OF AMERI
Policy Period
From: OCTOBER 27, 2023
To: OCTOBER 27, 2024

Bodily Injury and Property Damage Combined Each Accident	$1,000,000

Premium Schedule:

Estimated Exposure Base	Rate	Rate Per	Annual Minimum Premium	Estimated Premium Due

In the event of cancellation by the Named Insured we will receive and retain not less than as the Policy Minimum Premium. N/A

Forms and Endorsements:

SEE FORMS AND ENDORSEMENT SCHEDULE: IL-7035

Estimated Total Premium

AUGUST 1, 2023 — Issue Date
SOUTHERN REGION — Issuing Office
Authorized Representative

CX-0003 (01/99)

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Coverage Effective Date	Policy Number
OCTOBER 27, 2023	S 2003778

DECLARATIONS - COMMERCIAL UMBRELLA LIABILITY COVERAGE
SCHEDULE OF UNDERLYING INSURANCE AND LIMITS EXTENSION

Social Servcs
Prof Liab

Company SELECTIVE INS CO OF AMERI

Policy No. S 200377811

AGGREGATE LIMIT:	$3,000,000
EACH OCCURRENCE LIMIT:	$1,000,000

Policy Period
From: OCTOBER 27, 2023
To: OCTOBER 27, 2024

ABUSE OR MOLESTATION LIABILITY

Company SELECTIVE INS CO OF AMERI

Policy No. S 200377811

AGGREGATE LIMIT:	$3,000,000
EACH ABUSIVE CONDUCT LIMIT:	$1,000,000

Policy Period
From: OCTOBER 27, 2023
To: OCTOBER 27, 2024

Company

Policy No.

Policy Period
From:
To:

Company

Policy No.

Policy Period
From:
To:

Company

Policy No.

Policy Period
From:
To:

Company

Policy No.

Policy Period
From:
To:

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CX-0004 (01/99)

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COMMERCIAL UMBRELLA LIABILITY COVERAGE

Various provisions in this Coverage Part restrict coverage. Read the entire Coverage Part carefully to determine rights, duties and what is and is not covered.

Throughout this Coverage Part the words "you" and "your" refer to the Named Insured shown in the Declarations and any other person or organization qualifying as a Named Insured under this Coverage Part. The words "we", "us" and "our" refer to the Company providing this insurance.

The word "insured" means any person or organization qualifying as such under **SECTION II — WHO IS AN INSURED.**

Other words and phrases that appear in quotation marks have special meaning — refer to **SECTION V — DEFINITIONS.**

In return for the payment of the premium, and subject to all terms and conditions of this Coverage Part, we agree with you to provide the insurance as stated in this Coverage Part.

SECTION I — COVERAGES

A. Insuring Agreement

1. We will pay on behalf of the insured the "ultimate net loss" in excess of the "retained limit" that the insured becomes legally obligated to pay as damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages when the "underlying insurance" does not provide coverage or the limits of "underlying insurance" have been exhausted. When we have no duty to defend, we will have the right to defend, or to participate in the defense of, the insured against any other "suit" seeking damages to which this insurance may apply. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury", "property damage" or "personal and advertising injury" to which this insurance does not apply. At our discretion, we may investigate any "occurrence" or offense that may involve this insurance and settle any resultant claim or "suit", for which we have the duty to defend. But:

   a. The amount we will pay for the "ultimate net loss" is limited as described in **Section III — Limits of Insurance;** and

   b. Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgements or settlements.

   No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **Section I — Coverages, C. Supplementary Payments.**

2. This insurance applies to "bodily injury", or "property damage" only if:

   a. The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

   b. The "bodily injury" or "property damage" occurs during the policy period; and

   c. Prior to the policy period, no insured listed under Paragraph **A.** of **Section II — Who Is An Insured** and no "employee" authorized by you to give or receive notice of an "occurrence" or claim knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

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3. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph **A.** of **Section II — Who Is An Insured** or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.

4. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph **A.** of **Section II — Who Is An Insured** or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

   a. Reports all, or any part of the "bodily injury" or "property damage" to us or any other insurer;

   b. Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or

   c. Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

5. Damages because of that "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

6. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

B. Exclusions

This insurance does not apply to:

1. Aircraft or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, operation, use, including "loading or unloading" or entrustment to others of watercraft over 50 feet in length or any aircraft.

a. Owned by any insured:

b. Chartered without crew by or on behalf of any insured; or

c. Owned and operated by any employee of an insured.

This exclusion does not apply to:

(1) A watercraft while ashore on premises you own or rent; or

(2) Liability assumed under any contract or agreement.

2. Contractual Liability

Any obligation or liability assumed by the insured under any contract or agreement.

This exclusion does not apply to the extent that coverage is provided for the insured by "underlying insurance".

3. Damage to Impaired Property or Property not Physically Injured

"Property damage" to "impaired property" or property that has not been physically destroyed or injured, arising out of;

a. A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or

b. A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

4. Damage to Property

"Property damage" to:

a. Property

(1) You own including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property; or

(2) Owned or transported by the insured and arising out of the ownership, maintenance or use of a "covered auto".

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b. Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;

c. That particular part of real property on which you or any other contractors or subcontractors, working directly or indirectly on your behalf, are performing operations, if the "property damage" arises out of those operations; or

d. That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs **c.** and **d.** of this exclusion do not apply to the extent that coverage is provided for the insured by "underlying insurance".

5. Damage to Your Product

"Property damage" to "your product" arising out of it or any part of it.

6. Damage to Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

7. Expected or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

8. Employer's Liability

"Bodily injury" to:

a. An employee of the insured arising out of and in the course of employment by the insured; or

b. The spouse, child, parent, brother or sister of that employee as a consequence of **a.** above.

This exclusion applies whether the insured may be liable as an employer or in any other capacity, and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to the extent that coverage is provided for the insured by "underlying insurance".

9. Employment-Related Practices

"Bodily injury" or "personal and advertising injury" to:

a. A person arising out of any:

(1) Refusal to employ that person;

(2) Termination of that person's employment; or

(3) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or

b. The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" or "personal and advertising injury" to that person at whom any of the employment-related practices described in Paragraphs **(1)**, **(2)** or **(3)** above is directed.

This exclusion applies whether the insured may be liable as an employer or in any other capacity, and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

10. E.R.I.S.A.

Any obligation of the insured under the Employers' Retirement Income Security Act and any amendments thereto or any similar federal, state or local statute.

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11. Auto Coverages

Any loss, cost or expense payable under or resulting from any first party "bodily injury" or "property damage" coverage, automobile no-fault law, uninsured motorists or underinsured motorists law or any similar law.

12. Workers Compensation and Similar Laws

Any obligation of the insured under a workers compensation, unemployment compensation or disability benefits law, or under any similar law.

13. Liquor Liability

"Bodily injury", "property damage" or "personal and advertising injury" for which the insured may be held liable by reason of:

a. Causing or contributing to the intoxication of any person;

b. The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or

c. Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion does not apply to the extent that coverage is provided for the insured by "underlying insurance". Coverage provided will follow the provisions, exclusions and limitations of the "underlying insurance" unless otherwise directed by this insurance.

14. Personal and Advertising Injury

a. Knowing Violation Of Rights Of Another

"Personal and advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".

b. Material Published With Knowledge Of Falsity

"Personal and advertising injury" arising out of oral or written publication of material, if done by or at the direction of the insured with knowledge of its falsity.

c. Material Published Prior To Policy Period

"Personal and advertising injury" arising out of oral or written publication of material whose first publication took place before the beginning of the policy period. All "personal and advertising injury" arising out of publication of the same or similar material subsequent to the beginning of the policy period is also excluded.

d. Willful Violation Of Penal Statute Or Ordinance

"Personal and advertising injury" arising out of the willful violation of a penal statute or ordinance committed by or with the knowledge or consent of the insured.

e. Breach Of Contract

"Personal and advertising injury" arising out of breach of contract, except an implied contract to use another's advertising idea in your "advertisement".

f. Wrong Description Of Prices

"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

g. Quality Or Performance Of Goods — Failure To Conform To Statements

"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in you "advertisement".

h. Infringement Of Copyright, Patent, Trademark Or Trade Secret

"Personal and advertising injury" arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights.

However, this exclusion does not apply to infringement in your "advertisement" of copyright, trade dress or slogan.

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i. **Insureds In Media And Internet Type Businesses**

"Personal and advertising injury" committed by an insured whose business is:

(1) Advertising, broadcasting, publishing or telecasting;

(2) Designing or determining content of web-sites for others; or

(3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs **13.a., b.** and **c.** of "personal and advertising injury" under the Definitions Section.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself considered the business of advertising, broadcasting, publishing or telecasting.

j. **Electronic Chatrooms Or Bulletin Boards**

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns or over which the insured exercises control.

k. **Unauthorized Use Of Another's Name Or Product**

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

15. Pollution

Any damages arising out of the "pollution hazard". But, this exclusion does not apply with respect to "pollution hazard" coverage provided in any "Underlying Insurance", except:

a. Any "underlying insurance" "pollution hazard" coverage provided with "sub-limits"; or

b. Any coverage provided in "underlying insurance" claims-made coverage for the "Pollution Hazard".

This exclusion applies whether or not the "Pollutant" has any function in your business, operations, premises, site or location.

16. Professional Services

"Bodily injury", "property damage" or "personal and advertising injury" due to rendering or failure to render any professional service. This includes but is not limited to:

a. Legal, accounting or advertising services;

b. Preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications;

c. Supervisory, inspection or engineering services;

d. Medical, surgical, dental, x-ray or nursing services treatment, advice or instruction;

e. Any health or therapeutic treatment, advice or instruction;

f. Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement or personal grooming;

g. Optometry or optical or hearing aid services including the prescribing, preparation, fitting demonstration or distribution of ophthalmic lenses and similar products or hearing aid devices;

h. Body piercing services;

i. Professional health care services as a pharmacist;

j. Law enforcement or firefighting services; and

k. Handling, embalming, disposal, burial, cremation or disinterment of dead bodies.

This exclusion does not apply to the extent that coverage is provided for the insured by "underlying insurance".

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17. Racing or Stunting Activities

"Bodily injury" or "property damage" arising out of the ownership or any insured's use of "mobile equipment" or "autos" in, or while in practice for, or while being prepared for, any prearranged professional or organized racing, speed, demolition or stunting activity or contest.

18. Recall of Products, Work or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

a. "Your product";

b. "Your work"; or

c. "Impaired property";

If such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

19. War

"Bodily injury", "property damage" or "personal and advertising injury", however caused, arising, directly or indirectly, out of:

a. War, including undeclared or civil war; or

b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

c. Insurrection, rebellion, revolution usurped power, or action taken by governmental authority in hindering or defending against any of these.

C. Supplementary Payments

1. When the duty to defend exists under this coverage part, we will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

a. All expenses we incur;

b. The cost of:

(1) Bail bonds up to $3,000; or

(2) The cost of appeal bonds to release attachments, but only for bond amounts with the applicable limit of insurance.

We do not have to furnish these bonds;

c. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claims or "Suit", including actual loss of earnings up to $250 a day because of time off from work;

d. All costs taxed against the insured in the "Suit";

e. Prejudgement interest awarded against the insured on that part of the judgement we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgement interest based on the period of time after the offer;

f. All interest on the full amount of any judgement that accrues after entry of the judgement and before we have:

(1) Paid, or offered to pay; or

(2) Deposited in court;

The part of the judgement that is within the applicable limit of insurance.

These payments will not reduce the Limits of Insurance.

2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement to which "underlying insurance" applies;

b. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same contract or agreement to which "underlying insurance" applies;

c. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;

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d. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree we can assign the same counsel to defend the insured and the indemnitee; and

e. The indemnitee:

(1) Agrees in writing to:

(a) Cooperate with us in the investigation, settlement or defense of the "suit";

(b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";

(c) Notify any other insurer whose coverage is available to the indemnitee; and

(d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and

(2) Provide us with written authorization to:

(a) Obtain records and other information related to the "suit", and

(b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorney's fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorney's fees and necessary litigation expenses as Supplementary Payments ends when we have used up the applicable limit of insurance in the payment of judgements, or settlements, or the conditions set forth above, or the terms of the agreement described in Paragraph e. above, are no longer met.

3. If we are prevented by law or otherwise from carrying out the provisions of Section C. Supplementary Payments, we will pay any expense incurred with our written consent.

SECTION II — WHO IS AN INSURED

A. Except for liability arising out of the ownership, maintenance, or use of "covered autos":

1. If you are designated in the Declarations as:

a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.

b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.

c. A limited liability company, you are an insured. Your members are also insureds, but only with respect the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.

d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:

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(1) "Bodily injury" or "personal and advertising injury":

(a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

(b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph **(1)(a)** above; or

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in **(1)(a)** or **(b)** above.

(2) "Property damage" to property:

(a) Owned, occupied, or used by,

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by

You, any of your "employees", "volunteer workers", or any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Any person (other than your "employee" or "volunteer worker"), or organization while acting as your real estate manager.

c. Any person or organization having proper temporary custody of your property if you die, but only:

(1) With respect to liability arising out of the maintenance or use of that property; and

(2) Until your legal representative has been appointed.

d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

3. With Respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

a. "Bodily injury" to a co-"employee" of the person driving the equipment; or

b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

4. Any other person or organization insured under any policy of "underlying insurance". The coverage afforded such insureds under this policy will be not broader than the "underlying insurance" except for this policy's Limits of Insurance.

5. Any additional insured under any policy of "underlying insurance" will automatically be insured under this Insurance

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance required by the contract, less any amounts payable by any "underlying insurance", subject to **Section III — Limits of Insurance.**

Additional insured coverage provided by this insurance will not be broader than coverage provided by "underlying insurance".

6. Any person using an aircraft you charter with pilot or air crew, and any person legally responsible for the use of the aircraft provided its actual use is with your permission; except no coverage is afforded:

a. The owner, pilot or air crew of the aircraft or any other person operating it; or

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b. Any manufacturer of aircraft, aircraft engines or aviation accessories, or any aviation sales, service or repair organization or airport or hangar operator or any of their "Employees".

7. Any organization you newly acquire or form other than a partnership, joint venture, or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

   a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period set forth in the Declarations, whichever is earlier; and

   b. Coverage is applicable only in excess of the limits of "underlying insurance", and you must add the organization to your "underlying insurance" as soon as practicable, advising us of the addition. We may then adjust the premium charges.

   c. Coverage does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

   d. Coverage does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

B. Only with respect to liability arising out of the ownership, maintenance, or use of "covered autos":

   1. You are an insured.

   2. Anyone else while using with your permission a "covered auto" you own, hire or borrow is also an insured except:

      a. The owner or anyone else from whom you hire or borrow a "covered auto". This exception does not apply if the "covered auto" is a trailer or semi-trailer connected to a "covered auto" you own.

      b. Your "employee" if the "covered auto" is owned by that "employee" or a member of his or her household.

      c. Someone using a "covered auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.

      d. Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company), or a lessee or borrower or any of their "employees", while moving property to or from a covered auto.

      e. A partner (if you are a partnership), or a member (if you are a limited liability company) for a "covered auto" owned by him or her or a member of his or her household.

   3. Anyone liable for the conduct of an insured described above is also an insured, but only to the extent of that liability.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture, or limited liability company that is not shown as a Named Insured in the Declarations.

No person is an insured as respects "Bodily Injury" to a fellow "employee" unless such insurance is provided the insured by "underlying insurance".

SECTION III — LIMITS OF INSURANCE

A. The Limits of Insurance shown in the Declarations and the provisions below fix the most we will pay regardless of the number of:

   1. Insureds;

   2. Claims made or "suits" brought or number of vehicles involved; or

   3. Persons or organizations making claims or bringing "suits".

B. Subject to **D.** below, The Occurrence Limit is the most we will pay for the "ultimate net loss" because of "bodily injury" and "property damage" arising out of any one "occurrence".

C. Subject to **D.** below, the Occurrence Limit is the most we will pay for the "ultimate net loss" because of all "personal and advertising injury" sustained by any one person or organization.

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D. The Aggregate Limit is the most we will pay for all "ultimate net loss" because of "bodily injury", "property damage" and "personal and advertising injury" regardless of the number of covered "occurrences" during each annual period of this policy, except:

1. The aggregate limit shall apply separately to and in excess of each aggregate limit of the "underlying policy".

2. The aggregate limit does not apply to "auto" liability arising out of the ownership, maintenance, use or entrustment of any "covered auto". Use includes operation, "loading or unloading".

E. The Aggregate limit as described in D. above, applies separately to each consecutive annual period and to any remaining period of less than 12 months. The policy period begins with the effective date shown on the Declarations. If the policy period is extended after issuance for an additional period of less than 12 months, the additional period will be part of the last preceding period.

F. If the applicable limit of insurance of the "underlying policy" is less than stated in the Declarations because the aggregate limit of insurance of the "underlying policy" has been reduced or exhausted, we will, subject to the Limits of Insurance and all other provisions of this policy:

1. Pay in excess of the reduced underlying limit of insurance; or

2. Continue in force as "underlying insurance" until this policy expires or until our aggregate limit is exhausted;

provided such reduction or exhaustion is solely the result of damages paid because of an "occurrence" during this policy period.

G. If the applicable limit of insurance of an "underlying policy" is a "sub-limit", this insurance will not apply, whether or not such "sub-limit" has been reduced by any payments under the "underlying policy".

H. If the applicable limit of insurance of the "underlying policy" is more than that stated in the Declarations this insurance becomes excess of such higher limits of insurance.

SECTION IV — CONDITIONS

A. Appeals

If the insured or the insured's "underlying insurer" elects not to appeal a judgment in excess of the underlying or "retained limit", we may elect to make such appeal at our cost and expense. We shall be liable, in addition to the applicable limit of insurance, for any taxable costs, payments and incidental interest. In no event shall our liability for "ultimate net loss" exceed the amount applicable to any one "occurrence" including all expenses of the appeal.

B. Bankruptcy

Your bankruptcy, insolvency or receivership, or, that of your estate, will not relieve us of our obligations under this Coverage Part.

In the event of bankruptcy, insolvency or receivership of any "underlying insurer", this policy will not apply as a replacement of the bankrupt or insolvent insurer. Our Limits of Insurance will only apply in excess of the minimum required limits of "Underlying Insurance" stated in this Coverage Part.

C. Duties In The Event Of Occurrence, Claim Or Suit

1. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

   a. How, when and where the "occurrence" or offense took place;

   b. The names and addresses of any injured persons and witnesses; and

   c. The nature and location of any injury or damage arising out of the "occurrence" or offense.

2. If a claim is made or "suit" is brought against any insured, you must:

   a. Immediately record the specifics of the claim or "suit" and the date received; and

   b. Notify us as soon as practicable.

   You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

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3. You and any other involved insured must:

   a. Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

   b. Authorize us to obtain records and other information;

   c. Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and

   d. Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

4. No insureds will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense other than for first aid, without our consent.

D. Expanded Coverage Territory

1. If a claim or "suit" is brought in a part of the "coverage territory" that is outside the United States of America (including its territories and possessions), Puerto Rico, or Canada, and we are prevented by law, or otherwise, from defending the insured, the insured will initiate a defense of the claim or "suit". We will reimburse the insured, under Supplementary Payments, for any approved expenses incurred for the defense of such "suit" or claim seeking damages to which this insurance applies, that we would have been paid had we been able to exercise our right and duty to defend.

   If the insured becomes legally obligated to pay sums because of damages to which this insurance applies in a part of the "coverage territory" that is outside the United States of America (including its territories and possessions), Puerto Rico or Canada, and we are prevented by law, or otherwise, from paying such claims on the insured's behalf, we will reimburse the insured for such sums.

2. All payments or reimbursements we make for damages because of judgements or settlements will be made in U.S. currency at the prevailing exchange rate at the time the insured became legally obligated to pay such sums. All payments or reimbursements we make for expenses under Supplementary Payments will be made in U.S. currency at the prevailing exchange rate at the time the expenses were incurred.

3. Any disputes between you and us as to whether there is coverage under this policy must be filed in the courts of the United States of America (including its territories and possessions), Canada or Puerto Rico.

4. The insured must fully maintain any coverage required by law, regulation or other governmental authority during the policy period, except for reduction of the aggregate limits due to payments of claims, judgements or settlements.

   Failure to maintain such coverage required by law, regulation or other governmental authority will not invalidate this insurance. However, this insurance will apply as if the required coverage by law, regulation or other governmental authority was in full effect.

E. Legal Action Against Us

No person or organization has a right under this Coverage Part:

1. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

2. To sue us under this Coverage Part unless all of its terms have been fully complied with.

   A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

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F. Loss Payable

Liability under this Coverage Part shall not apply unless and until the insured or insured's "underlying insurer" has become obligated to pay the "retained limit". Such obligation by the insured to pay part of the "ultimate net loss" shall have been previously determined by a final settlement or judgement after an actual trial or written agreement between the insured, claimant and us.

G. Maintenance Of Underlying Insurance

Each policy of "underlying insurance" must remain in force for the full term of this policy except:

1. For changes agreed to by us in writing;
2. For any reduction of the aggregate limits of such "underlying insurance" because of payment of claims, settlements or judgements arising out of occurrences during the policy period.

If you do not maintain "Underlying Insurance", we will pay only those damages or injuries that would have been paid had "Underlying Insurance" been maintained.

H. Other Insurance

1. This insurance is excess over, and shall not contribute with any other insurance, whether primary, excess, contingent or on any other basis. This condition will not apply to insurance specifically written as excess over this Coverage Part.

   When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has the duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

2. When this insurance is excess over other insurance, we will pay only our share of the "ultimate net loss" that exceeds the sum of:

   a. The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

   b. The total of all deductible and self-insured amounts under all that other insurance.

I. Premium Audit

1. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
2. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
3. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

J. Premiums

The First Named Insured shown in the Declarations will be:

1. Responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

The premium is fully earned if the Limits of Insurance are used up prior to the end of the policy period.

K. Representations or Fraud

By accepting this policy, you agree that:

1. The statements in the application and Declarations, and any subsequent notice relating to "underlying insurance", are accurate and complete;
2. Those statements are based upon representations you made to us; and
3. We have issued this policy in reliance upon your representations.
4. This policy is void in any case of fraud by you as it relates to this policy or any claim under this policy.

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L. Separation of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies as if each Named Insured were the only Named Insured, and separately to each insured against whom claim is made or "suit" is brought.

M. Transfer of Rights of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request the insured will bring "suit" or transfer those rights to us and help us enforce them. Any recovery will be applied in the following order:

1. To any person or insurer who may have paid for liability in excess of our limit of liability;
2. To us up to the amount we paid under this policy; and, then
3. To any person or insurer to the extent that the person or insurer is entitled to claim the remaining amount, if any.

Reasonable expenses incurred in the exercise of rights of recovery will be shared among all interests on a pro rata basis according to their respective losses.

N. Underlying Insurance

The limits of "underlying insurance" shall apply, no matter what defense the "underlying insurer" may use because of the insured's failure to comply with any condition of the "underlying insurance" following an "occurrence". You must inform us promptly of any changes in "underlying insurance". We may make adjustments to our premium charges for this policy from the date of the changes to the "underlying insurance". We must also be notified within 30 days if any coverage is canceled or aggregate limit exhausted.

O. When We Do Not Renew

If we decide not to renew this Coverage, we will mail or deliver to the first Named Insured shown in the Declarations, written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V — DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purpose of this definition:
   a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
   b. Regarding web-sites, only that part of a web-site that is about your goods, products or services for the purpose or attracting customers or supporters is considered an advertisement.
2. "Auto" means a land motor vehicle, trailer or semi-trailer designed for travel on public roads including any attached machinery or equipment. But "auto" does not include "mobile equipment".
3. "Bodily injury" means bodily injury, sickness, disease or disability sustained by a person, including death from any of these at any time including mental anguish or mental injury sustained by a person who has suffered a covered "bodily injury" as defined in this paragraph.
4. "Coverage territory" means anywhere in the world with the exception of any country or jurisdiction which is subject to trade or other economic sanction or embargo by the United States of America.
5. "Covered auto" means only those "autos" to which "underlying insurance" applies.
6. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

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7. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.

8. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:

   a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or

   b. You have failed to fulfill the terms of a contract or agreement;

   if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work"; or your fulfilling the terms of the contract or agreement.

9. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

10. "Loading or unloading" means the handling of property:

    a. After it is moved from the place where it is accepted for movement into or onto an "auto", aircraft or watercraft;

    b. While it is in or on an "auto", aircraft or watercraft;

    c. While it is being moved from an "auto" aircraft or watercraft to the place where it is finally delivered;

    but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the "auto", aircraft or watercraft.

11. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

    a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;

    b. Vehicles maintained for use solely on or next to premises you own or rent;

    c. Vehicles that travel on crawler treads;

    d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:

       (1) Power cranes, shovels, loaders, diggers or drills; or

       (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;

    e. Vehicles not described in **a., b., c.,** or **d.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

       (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or

       (2) Cherry pickers and similar devices used to raise or lower workers;

    f. Vehicles not described in **a., b., c.,** or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.

       However, self-propelled vehicles with the following types of permanently attached equipment are not "Mobile Equipment" but will be considered "autos":

       (1) Equipment designed primarily for:

          (a) Snow removal;

          (b) Road maintenance, but not construction or resurfacing; or

          (c) Street cleaning;

       (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

       (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

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12. "Occurrence" means:

    a. An accident, including continuous or repeated exposure to substantially the same general harmful conditions that result in "bodily injury" or "property damage". All damages arising from continuous or repeated exposure to substantially the same general conditions shall be deemed one "Occurrence".

    b. An offense that results in "personal and advertising injury". This does not include an offense committed with actual malice. All damages that arise from the same general conditions shall be deemed to arise from one "Occurrence". All damages involving the same injurious act, regardless of the frequency, repetition or the number or kind of media used, or the number of claimants shall be deemed to arise from one "occurrence".

13. "Personal and advertising injury" means injury, including consequential "bodily injury" arising out of one more of the following offenses:

    a. False arrest, detention or imprisonment;

    b. Malicious prosecution;

    c. Wrongful eviction from, wrongful entry into or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies; committed by or on behalf of its owner, landlord or lessor;

    d. Oral or written publication in any manner of material that violates a person's right of privacy; or

    e. Oral or written publication in any manner of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or service.

    f. The use of another's advertising idea in your "advertisement"; or

    g. Infringing upon another's copyright, trade dress or slogan in your "advertisement".

    h. Discrimination because of race, religion, age, sex or physical disability.

    This does not apply:

    (1) To offenses committed by or at the direction of the insured; or

    (2) If insurance for such offenses is prohibited by law;

    committed during the policy period.

14. "Pollutants" mean any solid, liquid, gaseous, or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

15. "Pollution hazard" means an actual exposure or threat of exposure to the corrosive, toxic or other harmful properties of any "pollutants" arising out of the discharge, dispersal, seepage, migration, release or escape of such "pollutants".

    "Pollution hazard" includes losses, costs or expenses arising out of any obligation, order, direction or request of or upon any insured or others, including but not limited to any governmental obligation, order, direction or request to test for, monitor, clean up, remove, contain, treat, detoxify, neutralize, in any way respond to, or assess the effects of "pollutants".

16. "Products-completed operations hazard"

    a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

    (1) Products that are still in your physical possession; or

    (2) Work that has not yet been completed or abandoned.

    b. "Your work" will be deemed completed at the earliest of the following times:

    (1) When all the work called for in your contract has been completed;

    (2) When all of the work to be done at the site has been completed if your contract calls for work at more than one site;

    (3) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

    Work that may need service, maintenance, correction, repair or replacement, but which is otherwise completed, will be treated as completed.

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c. Does not include "bodily injury" or "property damage" arising out of:

(1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of it;

(2) The existence of tools, uninstalled equipment or abandoned or unused materials;

(3) Products or operations for which "underlying insurance" classifications or manual rules include products or completed operations coverage.

17. "Property damage" means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or

b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, electronic data is not tangible property.

As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, (including systems and applications software), hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

18. "Retained limit" means the greater of:

a. The total of the limits as shown in the Declarations for the coverage(s) in question, and the limits of any other insurance not shown in the declarations that is valid and collectible; or

b. The limit shown in the Declarations as the "self-retained limit".

However, "retained limit" does not mean any "sub-limit".

19. "Self-retained limit" means the dollar amount shown in the Declarations to be paid by an insured if no "underlying insurance" or any other insurance applies to an "occurrence" covered under this policy. The "self-retained limit" does not apply to "occurrences" or offenses which would have been covered by "underlying insurance" but for the exhaustion of applicable limits. These provisions do not apply to any "sub-limit" which has been reduced or exhausted.

20. "Sub-limit" means a limit of insurance of the "underlying policy" which:

a. As originally granted at the effective date of the "underlying policy", or

b. At its original addition by endorsement to that "underlying policy" is an amount less than that stated in the Declarations of this policy.

21. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or

b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent or the "underlying insurer's" consent.

22. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

23. "Ultimate net loss" means the total of the following sums for each "occurrence" to which this policy applies:

a. All sums for which the insured becomes legally obligated to pay as damages, either by reason of adjudication or settlement or any arbitration or other alternate dispute method entered into with our consent or the "underlying insurer's" consent.. This includes deduction for recoveries and salvages paid or to be paid.

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b. All expenses, other than defense settlement expenses provided in **Section I — Coverages, C. Supplementary Payments** incurred by or on behalf of the insured in the investigation, negotiation, settlement and defense of any "suit" seeking damages under this policy. However, the salaries of the insured's regular employees are excluded.

24. "Underlying insurance" means any policies of insurance listed in the Declarations under the section titled Schedule of Underlying Insurance and Limits.

25. "Underlying insurer" means any insurer who provides any policy of insurance listed in the schedule of "underlying insurance".

26. "Underlying policy" means a policy providing "Underlying insurance" or any other applicable insurance.

27. "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

28. "Your product":

a. Means:

(1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

(a) You;

(b) Others trading under your name; or

(c) A person or organization whose business or assets you have acquired; and

(2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and

(2) The providing of or failure to provide warnings or instructions.

29. "Your work":

a. Means:

(1) Work or operations performed by you or on your behalf; and

(2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes:

(1) Warranties or representation made at any time with respect to the fitness, quality, durability, performance, or use of your work; and

(2) The providing of or failure to provide warnings or instructions.

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WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US — BLANKET BASIS (WAIVER OF SUBROGATION)

COMMERCIAL UMBRELLA LIABILITY
CXL 456 06 22

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY COVERAGE PART

A. The following is added to Paragraph **M. Transfer Of Rights Of Recovery Against Others To Us** under **SECTION IV — CONDITIONS:**

We will waive any right of recovery against a person or organization because of payments we make under this Commercial Umbrella Liability Coverage Part. This waiver applies only if the insured has agreed in a written contract or written agreement to:

1. Either:

a. Waive any right of recovery against that person or organization; or

b. Assume the liability of that person or organization pursuant to a written contract or written agreement that qualifies as an "insured contract";

2. And:

a. Include such person or organization as an additional insured on your Commercial Umbrella Liability Coverage Part; and

b. The "underlying insurance" contains a substantially similar waiver of recovery rights.

Such waiver by us applies only to the person or organization identified above and only to the extent that the insured has waived its right of recovery against such person or organization prior to loss.

B. The following Definition is added to **SECTION V — DEFINITIONS:**

"Insured contract" means:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

b. A sidetrack agreement;

c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;

d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

e. An elevator maintenance agreement;

f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** does not include that part of any contract or agreement:

(1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;

(2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

(a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

(3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in **(2)** above and supervisory, inspection, architectural or engineering activities.

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INSURED'S COPY

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

OWNER:

FULTON COUNTY, GEORGIA

DocuSigned by:
Robert L. Pitts
BA715B1A26544E7...

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST:

DocuSigned by:
Tonya R. Grier
EEC476C4837648D...

Tonya R. Grier
Clerk to the Commission

(Affix County Seal)

DocuSigned by:

CONTRACTOR:

VENDOR NAME **Gilgal, Inc.**

DocuSigned by: Name of Signatory: Val Cater
Title of Signatory: Executive Director
96901B644F1E48A...

Authorized Signature

ATTEST:

DocuSigned by: Name of 2nd Signatory: **Terena Washington**
Title of 2nd Signatory: **Board Chair**
F59FF13C33B2464...

Second Authorized Signature

(Affix Corporate Seal, if applicable)

APPROVED AS TO FORM:

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

DocuSign

Certificate Of Completion

Envelope Id: 8D09E898D6264559BE06B759FB6E2F01
Subject: Please DocuSign: 2024 CCSP Contract-Gilgal, Inc.-BOC Agenda#24-0350
Parcel ID:
Employee Name:
Source Envelope:
Document Pages: 66
Certificate Pages: 7
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Signatures: 6
Initials: 0
Stamps: 1

Status: Completed

Envelope Originator:
Cherie Williams
141 Pryor Street
Purchasing & Contract Compliance, Suite 1168
Atlana, GA 30303
Cherie.Williams@fultoncountyga.gov
IP Address: 136.55.230.223

Record Tracking

Status: Original
7/15/2024 2:28:35 PM
Security Appliance Status: Connected
Storage Appliance Status: Connected

Holder: Cherie Williams
Cherie.Williams@fultoncountyga.gov
Pool: StateLocal
Pool: Fulton County Government

Location: DocuSign

Location: DocuSign

Signer Events	Signature	Timestamp
Val Cater val@womenofgilgal.org Executive Director Gilgal, Inc. Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 7/24/2024 5:52:23 PM ID: 1b745e24-7256-4102-ae54-b1c1950e2e88	DocuSigned by: Val Cater 96901B644F1E48A... Signature Adoption: Drawn on Device Using IP Address: 47.5.151.90 Signed using mobile	Sent: 7/24/2024 5:48:31 PM Viewed: 7/24/2024 5:52:23 PM Signed: 7/24/2024 5:54:20 PM
Terena Washington terena@womenofgilgal.org Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 7/25/2024 10:28:10 AM ID: 62e610d0-9a95-4da3-9d40-ee335ebab0c3	DocuSigned by: Terena Washington F59FF13C33B2464... Signature Adoption: Pre-selected Style Using IP Address: 70.136.17.240	Sent: 7/24/2024 5:54:22 PM Viewed: 7/25/2024 10:28:10 AM Signed: 7/25/2024 10:35:45 AM
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	**Completed** Using IP Address: 45.20.200.178	Sent: 7/25/2024 10:35:49 AM Viewed: 7/25/2024 11:57:31 AM Signed: 7/25/2024 11:58:05 AM
Stanley Wilson Stanley.Wilson@fultoncountyga.gov Director Stanley Wilson Security Level: Email, Account Authentication (None)	DocuSigned by: Stanley Wilson 5E4D76DFB4A0450... Signature Adoption: Pre-selected Style Using IP Address: 76.209.103.30	Sent: 7/25/2024 11:58:08 AM Viewed: 7/25/2024 1:14:10 PM Signed: 7/25/2024 1:14:18 PM

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: 74.174.59.4	Sent: 7/25/2024 1:14:21 PM Viewed: 7/25/2024 1:50:07 PM Signed: 7/25/2024 1:52:13 PM
Electronic Record and Signature Disclosure: Accepted: 7/25/2024 1:50:07 PM ID: ae69a119-2559-4033-9331-4030ea9ccced		
David Lowman David.Lowman@fultoncountyga.gov Security Level: Email, Account Authentication (None)	DocuSigned by: David Lowman 0EC92EDADEFB4B8... Signature Adoption: Pre-selected Style Using IP Address: 74.174.59.4	Sent: 7/25/2024 1:52:18 PM Viewed: 7/25/2024 1:59:12 PM Signed: 7/25/2024 2:01:34 PM
Electronic Record and Signature Disclosure: Accepted: 7/25/2024 1:59:12 PM ID: 2c4108c6-31b1-416a-8e0e-b391ab5f27bf		
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: 7/25/2024 2:01:37 PM Viewed: 7/25/2024 3:04:23 PM Signed: 7/25/2024 3:04:55 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: 7/25/2024 3:04:58 PM Viewed: 7/25/2024 3:13:59 PM Signed: 7/25/2024 3:14:07 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: 7/25/2024 3:14:11 PM Viewed: 7/25/2024 7:44:53 PM Signed: 7/25/2024 7:44:53 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 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	**Completed** Using IP Address: 45.20.200.178	Sent: 7/25/2024 7:44:57 PM Viewed: 7/25/2024 10:49:16 PM Signed: 7/25/2024 10:49:23 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: 7/24/2024 5:48:30 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: 7/24/2024 5:48:30 PM Resent: 7/25/2024 10:49:32 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: 7/24/2024 5:48:30 PM
Dian DeVaughn dian.devaughn@fultoncountyga.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 7/25/2024 10:49:27 PM Viewed: 7/26/2024 10:48:49 AM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	7/24/2024 5:48:30 PM
Certified Delivered	Security Checked	7/25/2024 10:49:16 PM

Envelope Summary Events	Status	Timestamps
Signing Complete	Security Checked	7/25/2024 10:49:23 PM
Completed	Security Checked	7/25/2024 10:49:27 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

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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.

Docusign Envelope ID: FEBF7D5F-C555-49D6-B7E6-17A285E5E0ED

FULTON COUNTY

CONTRACT DOCUMENTS

FOR

REQUEST FOR PROPOSAL 24RFP013124C-MH

2024 CONSOLIDATED COMMUNITY SERVICES PROGRAM

FOR

DEPARTMENT OF COMMUNITY DEVELOPMENT

OF

FULTON COUNTY, GEORGIA

Docusign Envelope ID: FEBF7D5F-C555-49D6-B7E6-17A285E5E0ED

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 **Camp Village, 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:

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ARTICLE I - PARTIES AND TERM:

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

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

(c) Nothing contained in this Agreement shall be 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: In school Afterschool Out of School Programs to help bring up academic...,Programs and services focusing on one or more of the six National Milestones of My Brothers Keeper...

Disabilities: Not Applicable

Economic Stability: Not Applicable

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Health and Wellness: Not Applicable

Homelessness: Not Applicable

Senior Services: Not Applicable

Veterans Services: Not Applicable

Camp Village, Inc., Camp Village, Inc./2024 Consolidated Community Services Program 24RFP013124C-MH 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
C.A.U.S.E. for Elegance/Jr. Apprentice Program	166 16th Street	Atlanta	Georgia	30363	3	3,4,6
Village IMAGE Printing	550 Fairburn Road SW	Bldg. A	Georgia	30331	6	3,4,6
Jr. Apprentice Program	50 Hurt Plaza	Atlanta	Georgia	30303	4	3,4,6
Summer Program	135 Auburn Avenue	Atlanta	Georgia	30303	4	3,4,6
The Print Shop/Jr.	1790 Cheshire	Atlanta	Georgia	30324	3	3,4,6

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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
Apprentice Program	Bridge Road					

Approach and Design:

Camp Village, Inc., Camp Village, Inc./2024 Consolidated Community Services Program 24RFP013124C-MH will provide services to **65** clients that reside in Fulton County, with CCSP funding.

Camp Village, Inc., will provide the following activities and services in Fulton County with CCSP funding:

Camp Village's Jr. Apprentice Programs, C.A.U.S.E. for Elegance and Village IMAGE Printing, provides our students with the business training as well as the character and life skills necessary to make them active, productive, and self-sufficient members of the community. In alignment with Fulton County's strategic priorities, we serve the following "All People are Self-Sufficient" Strategic Priority area Program Objectives:

1) Economic Stability

2) Literacy

3) Independence

Specific Activities

Students enrolled in the Jr. Apprentice Program engage in three primary activities:

(1) Career Development Training Courses Strategic Priority Area(s): Economic Stability; Literacy; Independence

Camp Village has garnered the support of 32 business and community leaders to facilitate hands-on career development training. At the beginning of a student’s participation in the Jr. Apprentice Program, the student

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completes an in-depth assessment to determine which course of training they will pursue. By tailoring our program to fit the needs and interests of our students we ensure higher levels of student interest and higher rates of course completion. Each course lasts 4 to 6 weeks and is facilitated by industry experts with extensive experience in their areas of focus. Currently, the Jr. Apprentice Program is providing the following courses for its students.

Silk Screen/Heat Press Printers

At Village IMAGE Printing students create images to print on apparel such as t-shirts, sweatshirts, polos, caps, etc., and heat press images onto items such as pendants, cups, mugs, ornaments, etc. The items are sold to clients and they earn an income from the sell of the items. Once the 6-week training is complete, they receive a Silk Screen/Heat Press Printer Certification and they have learned a skill and certification where they can contract out their services or create a business for themselves.

1) Make the frame

2) Design the artwork

3) Assemble the screen

4) Burn the image onto the screen

5) Prepare image for the press

6) Ink the image onto the apparel or item

Buyers

Buyers are responsible for planning and selecting a range of products to sell. The

buyer must consider the following factors when making purchasing decisions:

1) Customer demand, including price, quality and availability

2) Market trends

3) Store policy

4) Financial budgets

Buyers source new merchandise and review existing items to ensure products remain competitive. By fully understanding customer needs, they can maximize profits and provide a commercially viable range of merchandise at competitive prices. Keeping up to date with market trends and reacting to changes in demand are key elements of the role.

Throughout the year, tasks typically involve:

1) Analyzing consumer buying patterns and predicting future trends

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2) Regularly reviewing performance indicators, such as sales and discount levels

3) Managing plans for stock levels

4) Reacting to changes in demand and logistics

5) Meeting suppliers and negotiating terms of contract

6) Maintaining relationships with existing suppliers and sourcing new suppliers for future

Products

7) Attending trade fairs to select and assemble a new collection of products

8) Participating in promotional activities

9) Writing reports and forecasting sales levels

10) Getting feedback from customers

Culinary Arts

1) Various Celebrity Chefs work with the students to teach them good nutrition, sanitation, kitchen and food safety, knife skills, culinary terminology, hospitality, cooking and baking

2) The students present their skills to various groups hosting events at the fashion house.

Customer Service

The students learn the art of good customer service. They learn the skills of empathy, appreciation and helpfulness, how to be a good listener, and enhance their interpersonal skills.

Designing

Students take an idea or vision for a product to implementation. Designing often necessitates considering the aesthetic, functional, and economic dimensions of both the designed object and design process. It involves considerable research, thought, modeling, interactive adjustment, and re-design.

Dressers

In a fashion show, many frantic hands work behind the scenes to ensure models get down the runway on time and with the look the designer intended. The job responsibility of a dresser is simple to explain, but it takes the precision of a pro to execute:

Making sure the model is dressed on time for show time. Working as a dresser for a fashion show is a great way to gain some first-hand experience for those interested in making a career of styling for clients.

Event Management

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An Event Manager is responsible for managing events and ensuring deadlines and budgets are adhered to, directs coordination of activities to prepare for the day of an event.

1) Manage staff responsible for event coordination activities.

2) Coordinate details of events such as conferences, weddings, birthdays, anniversaries, charity events, surprise parties, trade shows, sales meetings, business meetings, employee appreciation events and virtual events.

3) Hire, train, and educate staff on proper event procedures.

4) Determine budgets and adjust when necessary.

5) Book venues and negotiate fees.

Designation of CSP Funds:

Based on the awarded amount of **$42,218.00,** 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).

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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.)	$2,000.00
Operational	$21,570.00
Direct Services	$18,648.00
Total	$42,218.00

Explanation of Funding Details:

Administrative: $2,000 - Administrative Support Staff

Operational: $18,648 – Facility leases, utilities, insurance, financial audit/accounting services, graphic design services, website development and maintenance, social media/marketing/advertising, printing, brochures, flyers, posters, transportation for staff (Uber, Lyft, car rental, public transportation), office supplies (copy/printer paper, pens, toner/ink, etc.)

Direct Services: $21,570 – Contractors, field trips, program supplies, t-shirts/polos/jackets for field trips, transportation for students (public transportation, Uber/Lyft, bus/van/car rentals), gas, parking, program supplies, e.g. student video production and demo reels, portfolios, fabric, notions, educational games, books, scripts, props, costumes, production licenses, scholarships, stipends, food, food supplies and utensils.

Program Performance Measures:

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Camp Village, 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 boys/young men of color benefiting from My Brother's Keeper (MBK) Alliance six National Milestones...,Number of school-aged youth engaged in/benefiting from In school/ Afterschool/ Out of School Programs...

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:

1) Number of school-aged youth benefiting from Afterschool/ Out of School Programs to help bring up academic and social/behavioral levels.

2) Number of youth/teens receiving referrals to behavioral health, evidence based programming, and other supportive services

3) Number of boys and young men of color benefiting from My Brother's Keeper programs and services that addresses persistent opportunity gaps (defined by six National Milestones of My Brother's Keeper (MBK) Alliance)

As reported by A. Alliance, "The Afterschool Hours in America: Afterschool Alliance," in an article regarding the engagement of students in afterschool programming, it is said, "...additional evidence of the utility of a staff-rated measure focused on student engagement during academic, youth development, and arts activities. Student engagement in after-school programs has emerged as a key predictor of student outcomes, and the present study provides additional validation that a fairly brief staff-rated measure that is appropriate for assessing this construct among

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elementary school children can be a useful resource for evaluating the effects of after-school participation on academic outcomes. More importantly, this study suggests that individual student engagement in specific types of after-school activities is associated with positive student outcomes during the school day, which should provide additional evidence of the potential benefits of after-school programming and provide guidance regarding the types of activities that these programs should emphasize." Therefore, to engage students in inter-active learning activities we have enhanced their capacity to learn. The program provides academic enrichment and instructional services for students to meet state and local student academic achievement standards in the core academic areas of reading and mathematics. Other activities that support the performance measure indicators include:

1) Literacy Education that will extend, enrich and re-mediate their educational progress. The students will engage in: (a) quality, leisure reading exploring a diverse collection of material from at least three genres and authors; (b) creative writing exercises that require students to use English/Language arts (i.e., grammar, spelling, and mechanics of language) and the five steps of the writing process (i.e., rewriting, writing, revising, editing, and proofreading); and (c) production of a dramatic script that establishes an appropriate organizational structure, sets a context and maintains a coherent focus that signals a satisfying closure.

2) Mathematics Education allows students to complete grade-appropriate math activities to ensure their retention of required skills and introduce new skills in preparation for their upcoming academic year. Camp Village exposes students to real world applications of their mathematics skills. By learning the concepts of money management, students understand the meaning of the four arithmetic operations as related to positive rational numbers and apply these concepts and associated skills in real world situations. Students also engage in a robotic, rocket building, drone flying program through Specialists from the Georgia Tech STEM program to increase their proficiency in science, technology, engineering, and mathematics.

3)After assessing conversations with education professionals, business professionals, and other community stakeholders, Camp Village improves student preparedness for life through life skills training and enrichment activities. The Jr. Apprentice Program is intensive as scholars receive an in-depth entrepreneurial and job skills training. Students learn the aspects of developing a business plan, starting and operating a profitable business, building financial wealth, increased community leadership. To enhance their entrepreneurial training, the scholars engage in job shadowing and internship activities with professionals in their chosen industries. The work experience prepares them to be active and productive contributors in the global marketplace.

Our program utilizes a three-step methodology which includes:

(1) Purpose Analysis:

Detailed and in-depth study of interest to help scholars determine their strengths and weaknesses, career/business paths most suited to their unique goals, desires, and purposes.

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(2) Coaching & Training:

Guide scholars with various workshops and hands-on activities, teach scholars to build on their natural strengths and abilities, push scholars to meet and surpass the limits of their capabilities and potential.

(3) Intern Placement and On-The-Job Training:

Students learn more about their chosen career path and receive hands-on experience. This experience will build each student's resume making them more viable for future employment and business opportunities.

INITIAL ASSESSMENT:

Upon acceptance into the Jr. Apprentice Program, students complete the Princeton Review online Career Aptitude Assessment to identify their career interests and most appropriate training path. Students and parents are also required to attend an Orientation Session to learn about program policies and procedures, student and parent expectations, and the program rules. Both student and parents sign off on The Student Code of Conduct with different levels of consequences for improved behavior.

TRAINING:

Each student is enrolled in the training module aligned with their career interests and aptitude. Each training module lasts on average 4 weeks and students may miss no more than 3 sessions to successfully complete the module. Each module includes a pre and post assessment to evaluate student learning. In addition to the chosen training module, students also engage in weekly sessions for business development, career skills training, life skills training, and financial skills training.

MENTORSHIP & INTERN PLACEMENT

Students who successfully complete their prescribed training module will be assigned a career mentor and can interview for an intern placement with local community and business professionals. Throughout the mentorship & intern placement phase, Camp Village continues to provide them with training and evaluates their performance.

Program Goals

The overarching goal of Camp Village's C.A.U.S.E. for Elegance and Village IMAGE Printing, the Jr. Apprentice Programs, is to provide opportunities for career development & job training, including instructional services for students, particularly those who attend high-poverty and low-performing schools, so they establish the personal and professional development skills necessary to become independent, self-sufficient members of society.

The following information provides the specific goals, measurement tools, activities, and timeframe for the project period.

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Goal: 90% of students will improve their reading at grade level

TIME-FRAME: June 2024

Goal: 90% of students will be more proficient in math

TIME-FRAME: June 2024

Goal: 32 Students will enroll in the C.A.U.S.E. for Elegance and Village IMAGE Printing, Jr. Apprentice Programs

MEASUREMENT TOOL: Each student must complete a Registration Form

ACTIVITIES: Orientation Session, Student Interest Survey, Parent/Guardian Program Survey

TIME-FRAME: January 2024 to December 2024

GOAL: 25% of students will create a career/business plan based on student's interests and aptitude.

MEASUREMENT TOOL: Create minimally an outline for success in their chosen interest

ACTIVITIES: "I'm The Boss" Training Session

TIME-FRAME: January 2024 to December 2024

GOAL: 30% of students will complete the Jr. Apprentice Training Program with at least 75% attendance rate.

MEASUREMENT TOOL: Attendance Tracking System

ACTIVITIES: Hands-on business and entrepreneurship training sessions in 22 disciplines

TIME-FRAME: January 2024 to December 2024

GOAL: 28 students will complete an intern/mentor experience of at least 4 weeks.

MEASUREMENT TOOL: Attendance Tracking System, presentation of skills learned, and compensation earned

ACTIVITIES: Workshops, meetings, field trips, assignments at CAUSE, and other businesses

TIME-FRAME: January 2024 to December 2024

PROGRAM MILESTONES

* 44 Student enrolled in Camp Village for reading and math focus

DATE ACCOMPLISHED - June 2024

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* 104 Students enrolled in 2024 CAUSE for Elegance and Village IMAGE Print

Agency Defined Performance Measure(s):

1. Number of students completing career specific training program

2. Number of students starting their own business

3. Number of students completing at least a 4 week intern/mentorship module

As reported by A. Alliance, "The Afterschool Hours in America: Afterschool Alliance," in an article regarding the engagement of students in afterschool programming, it is said, "...additional evidence of the utility of a staff-rated measure focused on student engagement during academic, youth development, and arts activities. Student engagement in after-school programs has emerged as a key predictor of student outcomes, and the present study provides additional validation that a fairly brief staff-rated measure that is appropriate for assessing this construct among elementary school children can be a useful resource for evaluating the effects of after-school participation on academic outcomes. More importantly, this study suggests that individual student engagement in specific types of after-school activities is associated with positive student outcomes during the school day, which should provide additional evidence of the potential benefits of after-school programming and provide guidance regarding the types of activities that these programs should emphasize." Therefore, to engage students in inter-active learning activities we have enhanced their capacity to learn. The program provides academic enrichment and instructional services for students to meet state and local student academic achievement standards in the core academic areas of reading and mathematics. Other activities that support the performance measure indicators include:

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Our program utilizes a three-step methodology which includes:

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Detailed and in-depth study of interest to help scholars determine their strengths and weaknesses, career/business paths most suited to their unique goals, desires, and purposes.

(2) Coaching & Training:

Guide scholars with various workshops and hands-on activities, teach scholars to build on their natural strengths and abilities, push scholars to meet and surpass the limits of their capabilities and potential.

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TRAINING:

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Each student is enrolled in the training module aligned with their career interests and aptitude. Each training module lasts on average 4 weeks and students may miss no more than 3 sessions to successfully complete the module. Each module includes a pre and post assessment to evaluate student learning. In addition to the chosen training module, students also engage in weekly sessions for business development, career skills training, life skills training, and financial skills training.

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The following information provides the specific goals, measurement tools, activities, and timeframe for the project period.

Goal: 90% of students will improve their reading at grade level

TIME-FRAME: June 2024

Goal: 90% of students will be more proficient in math

TIME-FRAME: June 2024

Goal: 32 Students will enroll in the C.A.U.S.E. for Elegance and Village IMAGE Printing, Jr. Apprentice Programs

MEASUREMENT TOOL: Each student must complete a Registration Form

ACTIVITIES: Orientation Session, Student Interest Survey, Parent/Guardian Program Survey

TIME-FRAME: January 2024 to December 2024

GOAL: 25% of students will create a career/business plan based on student's interests and aptitude.

MEASUREMENT TOOL: Create minimally an outline for success in their chosen interest

ACTIVITIES: "I'm The Boss" Training Session

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TIME-FRAME: January 2024 to December 2024

GOAL: 30% of students will complete the Jr. Apprentice Training Program with at least 75% attendance rate.

MEASUREMENT TOOL: Attendance Tracking System

ACTIVITIES: Hands-on business and entrepreneurship training sessions in 22 disciplines

TIME-FRAME: January 2024 to December 2024

GOAL: 28 students will complete an intern/mentor experience of at least 4 weeks.

MEASUREMENT TOOL: Attendance Tracking System, presentation of skills learned, and compensation earned

ACTIVITIES: Workshops, meetings, field trips, assignments at CAUSE, and other businesses

TIME-FRAME: January 2024 to December 2024

PROGRAM MILESTONES

* 43 Student enrolled in Camp Village for reading and math focus

DATE ACCOMPLISHED - June 2024

* 22 Students enrolled in 2024 CAUSE for Elegance and Village IMAGE Printing Jr. Apprentice Program

DATE ACCOMPLISHED - January 2024

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

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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.

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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 **$42,218.00.**

(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

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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.

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(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:

Camp Village, Inc.
PO Box 110188
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

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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.

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(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 **Camp Village, Inc.**, its directors, officers, employees, agents and assigns shall have no right of redress pursuant to the Personnel Rules and Regulations of Fulton County.

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(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

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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:

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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.

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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.

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STATE OF GEORGIA

COUNTY OF FULTON

FORM F: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services[1] under a contract with **[insert name of prime contractor (Agency)]** CAMP VILLAGE, 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.

66024
EEV/Basic Pilot Program* User Identification Number

CAMP VILLAGE, INC.
Name of Contractor (Agency)

BY: Authorized Signature of Officer or Agent of Contractor

Founder/Executive Director
Title of Authorized Officer or Agent of Contractor of Contractor

Jo R. Edwards
Printed Name of Authorized Officer or Agent of Contractor

Sworn to and subscribed before me this 21 day of February, 2024.

Notary Public: Jia Edwards

County: FULTON

Commission Expires: August 10, 2027

NIA EDWARDS NOTARY PUBLIC My Commission Expires August 10, 2027 FULTON COUNTY, GEORGIA

[1]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.) for 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].

STATE OF GEORGIA

COUNTY OF FULTON

FORM G: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT

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

N/A

EEV/Basic Pilot Program* User Identification Number of Subcontractor

N/A

Name of Subcontractor (Individual/Agency)

N/A

BY: Authorized Signature Officer or Agent of Subcontractor

N/A

Title of Authorized Officer or Agent of Subcontractor

N/A

Printed Name of Authorized Officer or Agent of Subcontractor

Sworn to and subscribed before me this 21 day of February, 2024.

Notary Public: Nia Edwards

County: Fulton

Commission Expires: August 10, 2027

NIA EDWARDS
NOTARY PUBLIC
My Commission Expires
August 10, 2027
FULTON COUNTY, GEORGIA

[3]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.

[4]*[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].

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/28/2024

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 Next First Insurance Agency, Inc. PO Box 60787 Palo Alto, CA 94306	**CONTACT NAME:** **PHONE (A/C, No, Ext):** (855) 222-5919 **FAX (A/C, No):** **E-MAIL ADDRESS:** support@nextinsurance.com
	INSURER(S) AFFORDING COVERAGE / **NAIC #** **INSURER A :** Next Insurance US Company / 16285
INSURED Camp Village, Inc. PO Box 110188 Atlanta, GA 30311	**INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 886159075 **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	
	X **COMMERCIAL GENERAL LIABILITY**						EACH OCCURRENCE	$1,000,000.00
A	[ ] CLAIMS-MADE [X] OCCUR	X		NXTJVXYPYX-00-GL	01/01/2024	01/01/2025	DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000.00
							MED EXP (Any one person)	$15,000.00
							PERSONAL & ADV INJURY	$1,000,000.00
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000.00
	X POLICY [ ] PRO-JECT [X] LOC						PRODUCTS - COMP/OP AGG	$2,000,000.00
	[ ] OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000.00
	[ ] ANY AUTO						BODILY INJURY (Per person)	$
	[X] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS			NXTJVXYPYX-00-GL	01/01/2024	01/01/2025	BODILY INJURY (Per accident)	$
	[X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	X **UMBRELLA LIAB** [X] OCCUR			NXTJVXYPYX-00-GL	01/01/2024	01/01/2025	EACH OCCURRENCE	$1,000,000.00
	EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$1,000,000.00
	[ ] DED X RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						[ ] PER STATUTE [ ] OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] **(Mandatory in NH)**	N / A		NXTJVXYPYX-00-GL	01/01/2024	01/01/2025	E.L. EACH ACCIDENT	$1,000,000.00
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$1,000,000.00
							E.L. DISEASE - POLICY LIMIT	$1,000,000.00
A	Professional Liability Abuse and Molestation			NXTJVXYPYX-00-GL	01/01/2024	01/01/2025	Each Occurrence: Aggregate:	$1,000,000.00 $1,000,000.00

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

Certificate holder is a "Additionally Insured"

CERTIFICATE HOLDER

Fulton County Government
141 PRYOR ST SW
ATLANTA, GA 30303-3408

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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

OWNER:

FULTON COUNTY, GEORGIA

DocuSigned by:
Robert L. Pitts
BA715B1A26544E7...

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST:

DocuSigned by:
Tonya R. Grier
EEC476C4837648D...

Tonya R. Grier
Clerk to the Commission

DocuSigned by:

(Affix County Seal)

CONTRACTOR:

VENDOR NAME **Camp Village, Inc.**

DocuSigned by: Name of Signatory: Jo Edwards
Title of Signatory: Founder/Executive Director
ADBA095D4323436...

Authorized Signature

ATTEST:

DocuSigned by: Name of 2nd Signatory: **Venita Roberson**
Venita Roberson Title of 2nd Signatory: **Board Chair**
5F927C5349D8417...

Second Authorized Signature

DS

(Affix Corporate Seal, if applicable)

APPROVED AS TO FORM:

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

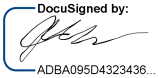
DocuSign

Certificate Of Completion

Envelope Id: FEBF7D5FC55549D6B7E617A285E5E0ED
Status: Completed
Subject: Please DocuSign: 2024 CCSP Contract-Camp Village, Inc.-BOC Agenda#24-0350
Parcel ID:
Employee Name:
Source Envelope:
Document Pages: 32
Signatures: 6
Envelope Originator:
Certificate Pages: 7
Initials: 0
Cherie Williams
AutoNav: Enabled
Stamps: 2
141 Pryor Street
EnvelopeId Stamping: Enabled
Purchasing & Contract Compliance, Suite 1168
Time Zone: (UTC-05:00) Eastern Time (US & Canada)
Atlana, GA 30303
Cherie.Williams@fultoncountyga.gov
IP Address: 136.55.230.223

Record Tracking

Status: Original
7/24/2024 5:22:29 PM
Holder: Cherie Williams
Cherie.Williams@fultoncountyga.gov
Location: DocuSign
Security Appliance Status: Connected
Pool: StateLocal
Storage Appliance Status: Connected
Pool: Fulton County Government
Location: DocuSign

Signer Events	Signature	Timestamp
Jo Edwards jedwards@dpelegal.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 7/24/2024 5:59:19 PM ID: c70e3fce-7992-4085-9495-a941934d2946	DocuSigned by:  ADBA095D4323436... Signature Adoption: Drawn on Device Using IP Address: 174.195.40.13 Signed using mobile	Sent: 7/24/2024 5:27:59 PM Viewed: 7/24/2024 5:59:19 PM Signed: 7/24/2024 6:07:45 PM
Venita Roberson info@campvillage.com Founder/Executive Director Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 7/24/2024 8:15:06 PM ID: 4e7493b4-a55b-4e07-b5c1-6a8178bddc53	DocuSigned by: 5F927C5349D8417... Signature Adoption: Pre-selected Style Using IP Address: 162.193.209.84	Sent: 7/24/2024 6:07:48 PM Viewed: 7/24/2024 8:15:06 PM Signed: 7/24/2024 8:17:03 PM
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	**Completed** Using IP Address: 45.20.200.178	Sent: 7/24/2024 8:17:06 PM Viewed: 7/25/2024 8:09:25 AM Signed: 7/25/2024 8:09:37 AM

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Stanley Wilson Stanley.Wilson@fultoncountyga.gov Director Stanley Wilson Security Level: Email, Account Authentication (None)	DocuSigned by: Stanley Wilson 5E4D76DFB4A0450... Signature Adoption: Pre-selected Style Using IP Address: 76.209.103.30	Sent: 7/25/2024 8:09:40 AM Viewed: 7/25/2024 1:23:12 PM Signed: 7/25/2024 1:23:20 PM
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: 74.174.59.4	Sent: 7/25/2024 1:23:23 PM Viewed: 7/25/2024 1:53:14 PM Signed: 7/25/2024 1:55:25 PM
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David Lowman David.Lowman@fultoncountyga.gov Security Level: Email, Account Authentication (None)	DocuSigned by: David Lowman 0EC92EDADEFB4B8... Signature Adoption: Pre-selected Style Using IP Address: 74.174.59.4	Sent: 7/25/2024 1:55:29 PM Viewed: 7/25/2024 2:02:05 PM Signed: 7/25/2024 2:03:29 PM
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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: 7/25/2024 2:03:33 PM Viewed: 7/25/2024 3:09:29 PM Signed: 7/25/2024 3:10:37 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: 7/25/2024 3:10:40 PM Viewed: 7/25/2024 3:16:07 PM Signed: 7/25/2024 3:16:19 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: 7/25/2024 3:16:23 PM Viewed: 7/25/2024 7:42:31 PM Signed: 7/25/2024 7:42:40 PM
Electronic Record and Signature Disclosure:		

Signer Events	Signature	Timestamp
Accepted: 3/16/2018 10:54:59 AM ID: f3f241e8-3027-4447-9476-6cf20ae25dd4		
Mark Hawks3 mark.hawks@fultoncountyga.gov Chief Assistant Purchasing Agent Purchasing and Contract Complliance Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	**Completed** Using IP Address: 45.20.200.178	Sent: 7/25/2024 7:42:44 PM Viewed: 7/25/2024 10:49:52 PM Signed: 7/25/2024 10:50:02 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: 7/24/2024 5:27:57 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: 7/24/2024 5:27:57 PM Resent: 7/25/2024 10:50:12 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: 7/24/2024 5:27:58 PM
Dian DeVaughn dian.devaughn@fultoncountyga.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 7/25/2024 10:50:07 PM Viewed: 7/26/2024 11:32:29 AM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	7/24/2024 5:27:58 PM
Certified Delivered	Security Checked	7/25/2024 10:49:52 PM
Signing Complete	Security Checked	7/25/2024 10:50:02 PM
Completed	Security Checked	7/25/2024 10:50:07 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

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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.
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ii. send us an e-mail to glenn.king@fultoncountyga.gov and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

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

** 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:

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- 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.

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FULTON COUNTY

CONTRACT DOCUMENTS

FOR

REQUEST FOR PROPOSAL 24RFP013124C-MH

2024 CONSOLIDATED COMMUNITY SERVICES PROGRAM

FOR

DEPARTMENT OF COMMUNITY DEVELOPMENT

OF

FULTON COUNTY, GEORGIA

Docusign Envelope ID: 350BDA82-BC23-4C8F-89FF-DDB745E08B3C

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 **Wellspring Living** (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:

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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

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ARTICLE I - PARTIES AND TERM:

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

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

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

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

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

ARTICLE II - SCOPE OF CONTRACTOR'S DUTIES:

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

SCOPE OF WORK:

Consolidated Community Services Program (CCSP)

CCSP Service Category: Economic Stability/Poverty

CCSP Funding Priority(ies):

Children and Youth: Not Applicable

Disabilities: Not Applicable

Economic Stability: Access to digital literacy training for middle skill jobs-earn & learn models allowing job seekers to meet basic needs...,Career Exploration/ re engagement with educational systems by opportunity youth. Access to educational resources...,Emergency Financial Assistance

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inclusive of Rental and Mortgage assistance as well as Utility assistance,Improved access to economic opportunities programs/resources focused on foundational education...,Training Job Development Employment which leads to self sufficiency Ex offender support services...

Health and Wellness: Not Applicable

Homelessness: Not Applicable

Senior Services: Not Applicable

Veterans Services: Not Applicable

Wellspring Living, Women's Academy 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
Dress For Success Atlanta	6255 Barfield Rd #155	Atlanta	Georgia	30328	2	1,2,3,4,5,6
Greenberg Traurig LLP	3333 Piedmont Rd NE #2500	Atlanta	Georgia	30305	3	3,4,5,6
Wellspring Living Administrative Offices	1040 Boulevard SE Ste M	Atlanta	GA	30312	5	3,4,5,6
Hapeville United Methodist Church	3510 Atlanta Ave	Atlanta	Georgia	30354	4	1,2,3,4,5,6

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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
(GED Service Location)						

Approach and Design:

Wellspring Living, Women's Academy will provide services to **50** clients that reside in Fulton County, with CCSP funding.

Wellspring Living, will provide the following activities and services in Fulton County with CCSP funding:

Started in 2014, Women's Academy (WA) is a community-based work readiness program designed to equip and empower victims of human trafficking and those at risk to attain living-wage employment. Using trauma-informed care and a participant-centered approach, this program serves victims with five key focuses of services: mental health, life skills, education, career readiness, and case management. Participants earn their GEDs, receive valuable job readiness training, complete a paid apprenticeship, and forge valuable connections to secure employment.

The WA Program maintains relationships with many community organizations that have actively referred participants to the program. These organizations include Chris 180, Haven ATL, City of Refuge's House of Cherith, Covenant House, Families First, House of Dawn, Office of the Public Defender (Atlanta Judicial Circuit), Salvation Army, Victoria's Friends, Women's Resource Center, and YouthSpark, and Odyssey. Wellspring Living's Women's Residential Program Participants are also referred to the WA, and current and former WA participants have proven to be excellent referral sources. Women interested in GED attainment have also learned about the WA by utilizing Google as a search engine for GED programs. For women needing more specialized or intense GED preparation and support, Wellspring Living makes referrals to WorkSource Fulton/Atlanta to improve their basic academic skills, such as reading, writing, and math, to prepare for the GED test.

The Women's Academy provides services through four vital programming Pathways: 1) Adult Education, 2) Career Preparation, 3)Apprenticeship, and 4) Wellness. Each pathway has the capacity to accommodate up to 20 women simultaneously. All pathways are open for enrollment, with the exception of the Career Intensive Pathway. This pathway operates on a quarterly basis, featuring 8-week sessions. The WA is closed on the following national holidays: Martin

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Luther King Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas, and New Year's Day.

Upon a young woman's enrollment into the program, the WA staff reviews her application to assess whether she needs assistance in completing her GED before transitioning into the Career Preparation or Career Intensive Pathway. All WA participants, irrespective of their session goals (GED, Career, or Wellness), are required to complete a comprehensive one-day program orientation involving all WA staff members. Subsequently, each woman completes an assessment with her designated Clinical Case Manager and either the Career or Adult Education Coordinator. These coordinators are qualified human service professionals (HSPs) who assist in developing the participants' Individual Service Plan (ISP).

Wellspring Living mitigates potential barriers to participation by providing public transportation passes, daily meals, and a childcare stipend, recognizing that 72% of participants are mothers. Additionally, participation in the program is entirely free of charge. The program predominantly serves women of color, who constitute 92% of all participants.

Adult Education Pathway - The Centers for Disease Control and Prevention state that Americans who do not complete high school continue to lag behind, and without a high school diploma or GED, they are consistently at the greatest risk for the leading causes of disease and death. The lack of high school education can sentence an individual to a life of poverty, unemployment or underemployment, destabilized family units, dependence on government assistance programs, and poor health. The Bureau of Labor Statistics reports a 24% increase in adult earnings for high school graduates in the US vs. those without a diploma. A parent’s level of educational attainment is the best predictor of economic mobility for their children.

For participants who have not yet earned their high school diploma, the adult education pathway offers the opportunity to practice for and pass each of the four subject area GED tests required to earn a Graduate Equivalency Degree Test (GED). Program staff give in-person instruction and additional tutoring and provide test preparation resources and testing fees. The program utilizes the TABE (Test of Adult Basic Education) to assess the education needs of participants and GED AZTEC Learning Software for virtual and in-person test preparation, allowing participants a flexible work schedule at their own pace. Laptops and IT support are provided to the participants at no cost.

Career Pathway- Human trafficking victims often lack marketable career skills and struggle to attain long-term, sustainable wage employment. Without intervention and support, human trafficking victims live at or below the Federal Poverty Level. According to the Bureau of Justice Statistics, these individuals have more than double the rate of violent victimization as persons in high-income households. Access to employment training dramatically affects victims' self-confidence, social mobility, financial stability, health, and well-being.

1. **The Career Preparation Pathway,** offered by the Women's Academy, is designed with great care to equip domestic female survivors of human trafficking in Georgia with vital skills for workplace success. Career Preparation Pathway programming teaches technical skills, giving participants the opportunity to earn Microsoft Office Suite Certifications, including Word, PowerPoint, and Excel. It also offers typing proficiency enhancement and the flexibility to undertake additional certifications based on individual career aspirations. In addition to technical skills, the program significantly emphasizes improving participants' resumes, fostering improved job prospects. The Career Preparation Pathway is implemented in a self-paced manner with the support of proficient staff. The program operates from Monday to Friday, 10 AM to 3 PM, and allows participants to progress at their own pace. The Career Preparation Pathway facilitates in-person and virtual asynchronous learning, adopting an open enrollment policy for ease of accessibility.

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2. **The Career Intensive Pathway** is an in-person eight-week program offered by the Women's Academy that emphasizes robust professional development for domestic female survivors of human trafficking in Georgia. This pathway covers an array of crucial subjects such as LinkedIn Profile creation, Presentation Skills, Resume Writing, Informal/Formal Communication, Professional Etiquette, and Networking, intending to equip participants with a comprehensive set of soft skills essential to program advancement. The Career Intensive Pathway operates from Monday to Friday, 10 AM to 3 PM, with set in-person sessions delivered on a quarterly basis, ensuring comprehensive and consistent instruction for all participants. Additionally, this pathway incorporates professional readiness training led by local law firm Greenberg Traurig LLP, conducted in an office environment.

Employment (Apprenticeship Stage): After successful completion of the program, participants transition into the Apprenticeship Stage, enabling them to apply learned skills to real-life situations. Upon the completion of the eight-week intensive program, participants graduate from the Women's Academy. They are then connected to interview opportunities for full-time employment with partnering employers such as Accenture, Fabrik, Delta Airlines, Hotel Ventures Management Group (HVMG), Enterprise Holdings, Greenberg Traurig LLP, Miller Zell, City of Atlanta, Westin Buckhead, Fulton County Government, Ritz-Carlton, IHG, Crosby Warehouse, and UPS when possible. This affords women the chance to apply the principles learned in class while building a solid resume to aid in future job placement.

The Wellness Pathway- The Wellness Pathway, available in-person and virtually, offers a range of services to support participants across all pathways or as standalone resources. It encompasses:

1. Group Counseling (In-person and virtual): Participants can engage in group sessions for mutual support and guided discussions.
2. Financial Literacy: Empowering participants with knowledge and skills for making informed financial decisions.
3. Nutrition: Education on balanced diets, meal planning, and understanding nutritional information.
4. Physical Activity: Encouraging regular exercise to promote physical health and well-being.
5. Wellness Topics: Covering various areas such as stress management, self-care practices, and mindfulness techniques.

The Wellness Pathway is designed to enhance overall well-being and provide essential life skills to participants, promoting a healthier and more balanced life.

The WA has several collaborative and critical program partners, many headquartered in Fulton County, whose engagement in the program adds value to the services provided and helps reduce program expenses.

1. Tapestri, Inc enables us to extend our services to foreign-born victims. Through these collaborative efforts, we can effectively meet victims' diverse needs and enhance our services' overall impact.
2. Evaluation: Wellspring Living partners with Dr. Missy Moore at the University of Georgia to conduct an annual program evaluation. Through these evaluation efforts, Wellspring garners both quantitative and qualitative information that provides a well-rounded, informative view of services, practices, and outcomes.
3. Clinical Internships: Howard University and Agnes Scott provide clinical master's level interns who work with existing WRP staff to assist case managers and clinicians in providing therapeutic and case management support.

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4. Dress For Success Atlanta: Dress For Success partners to provide space for Career Readiness, Case Management, Therapy, Life Skills, and is also a referral partner.
5. Greenberg Traurig LLP law firm facilitates weekly professional development classes to participants in an office environment to further prepare participants to sustain employment confidently.
6. Apprenticeship/Employment Partners: Upon completion of the Career Pathway, participants engage in paid apprenticeships with prominent partners like Delta, Accenture, and Fulton County. These partnerships, solidified with attached MOUs, foster trauma-informed work environments and provide participants with invaluable opportunities to apply their skills, accumulate work experience, and secure full-time employment post-apprenticeship.
7. Empower Her Network: Wellspring Living's Adult Programs are proud to collaborate with Empower Her Network (EHN) as a referral partner. This relationship enables us to recommend participants who have achieved stability through our programming for continued support during aftercare. EHN Advocates work directly with nominees to co-create a bespoke Empowerment Plan, typically spanning 12 to 18 months. This plan is tailored to the specific needs and goals of the individual, focusing on securing housing solutions, financing further education, and establishing stable, well-paying careers. This strategic partnership epitomizes our shared commitment to empowering women and facilitating their transition toward self-sufficiency and success.
8. Helping Mamas: Supported by an Evergreen MOU with Wellspring Living, Helping Mamas is a community-based organization that delivers essential infant and child resources to all young mothers enrolled in the Women's Academy. This partnership ensures consistent access to vital resources such as diapers, car seats, clothing, toys, and baby food, providing substantial support for these young mothers and their children.
9. Family Ties: Wellspring Living maintains an Evergreen Memorandum of Understanding (MOU) with Family Ties, a community-based service. Family Ties offers comprehensive therapeutic services to all Women's Academy participants. These services include individual, family, and group therapies delivered in various settings such as offices, homes, or schools to meet participants' needs effectively.

Moreover, Wellspring Living understands that stable housing, basic necessities, and food security are essential components for women and their children as they transition from the program to full-time, living-wage employment. Securing safe and stable housing provides an exit from vulnerability and helps prevent future exploitation and chronic homelessness. In partnership with Wells Fargo Corporate Giving, Atlanta/Fulton/Dekalb EFSP, and the Office of Victims of Crime, the Women's Academy provides financial assistance for housing, including rental and utility support, enhancing the ability of our participants to secure safe housing. Furthermore, participants have the opportunity to access apartment housing through Wellspring Living’s Bridge Community located in Fulton County. This community acts as a “bridge,” providing a seamless transition from completing the Women’s Academy program to achieving sustainable independence for adult female participants and their children.

To address basic necessities, we have partnerships with Dress for Success and Jackson Healthcare, which provide clothing, food, and personal care items such as shampoo, soap, and toothbrushes. We also operate retail thrift shops that receive community donations, offering items to participants as needed. At Wellspring Living, we maintain an on-site food pantry and clothing boutique as part of our community-based programming. This enables participants to maintain their independence and dignity by simply choosing their own clothing and food. Our goal is to provide comprehensive support, equipping our participants with the resources they need to build secure, self-sustaining futures.

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Through participation in the WA, young women have the opportunity to engage in healthier behaviors, community services, and critical social services that promote self-sufficiency. Young women have the opportunity to earn their GED, receive valuable job readiness training, complete a paid Apprenticeship, forge valuable connections to secure living-wage employment and live independently. Young women are able to improve living conditions or secure safer housing, help provide for themselves and their children, and model positive, healthy, and self-sufficient behavior for their children.

In addition to its career and adult education-oriented pathways, the Women's Academy incorporates a comprehensive mental health and case management program, ensuring the holistic well-being of its participants. Providing these supports in tandem with career preparation and training, the Women's Academy aims to empower its participants to achieve stability, security, and living-wage employment.

The Women's Academy strives to promote and address three of Fulton County's Strategic Priorities of Health and Human Services objectives through equipping residents with skills to attain a living wage, GED services, personal development, and life skill classes, critical case management, community service referrals, housing assistance, transportation, childcare, and mental health services.

1. **Holistic Assessment & Individualized Service Plan:** Upon entering the program, each participant is assessed holistically to identify her unique needs and goals. This assessment informs the creation of an Individualized Service Plan (ISP), which provides a roadmap for the participant's journey through the program. This ISP is regularly revisited and updated to reflect the participant's progress and evolving needs.
2. **Case Management & Counseling:** Participants are assigned a Clinical Case Manager with whom they meet regularly throughout their enrollment. These case management sessions offer crucial support and guidance, addressing the participant's personal and professional challenges and helping her navigate her path toward stability and living-wage employment.
3. **Mental Health Services:** Wellspring Living provides robust in-house mental health services designed to help participants reduce clinical symptoms, improve decision-making skills, and minimize the risk of re-victimization. These services include weekly individual therapy sessions and group therapy sessions covering a wide range of topics. These topics include substance abuse, anger management, cognitive behavior therapy (CBT), healthy relationships, boundaries, and relapse prevention.

Participation in the WA addresses the following five 2024 CSP Economic Stability/Poverty Funding Priorities:

1. Emergency Financial Assistance is inclusive of Rental and Mortgage assistance, as well as Utility assistance.
2. Training/Job Development/Employment, which leads to self-sufficiency. Ex-offender support services (employment, housing options, and transitional skills training).
3. Career Exploration and re-engagement with educational systems by Opportunity Youth. Access to and support for educational resources (GED testing, college / vocational school scholarships, and partnerships).
4. Access to digital literacy/training for middle-skill jobs, including “earn and learn” models, which allow job seekers to meet basic needs while training to enter living wage jobs
5. Improved access to economic opportunities, programs, and resources focused on foundational education, career exploration, and coaching to re-engage youth up to age 21 and provide job-readiness skills for

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employment. Wraparound Support to address basic needs during training (rental assistance, transportation, childcare)

The Women's Academy projects that 50% of its program participants will be Fulton County residents, based on prior program results. Funding of $100,000 will support GED preparation and testing, job training, paid apprenticeships, and employment placement services to 50 unduplicated Fulton County women in 2024.

Designation of CSP Funds:

Based on the awarded amount of **$50,000.00,** 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.

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Cost Category	Designation of CCSP Funding Award
Administrative (5% Admin max of funds awarded.)	$2,500.00
Operational	$20,081.27
Direct Services	$27,418.73
Total	$50,000.00

Explanation of Funding Details:

The Women's Academy projects that 50% of its program participants will be Fulton County residents, based on prior program results. Funding of $50,000 will support GED preparation and testing, job training, paid apprenticeships, and employment placement services to 50 unduplicated Fulton County women in 2024.

Operational Costs: $20,081.27 is requested to support funding to conduct secondary functions associated with delivering GED preparation and testing, job training, paid apprenticeships, and employment placement services offered to Fulton County residents at the Women's Academy. Operational costs include:

WA portion of the total organization's vehicle insurance (4%)	$4,400.00
Office Supplies is already in the WA ARPA budget for $1030. Backed out to $2000	$2,000.00
IT Costs	$5,700.00
Staff Transportation Expenses- Mileage	$3,000
Facilities rent and utilities	$4,981.27

1. $4,400.00 is requested to cover 53% of program vehicle insurance costs. Program vehicles are necessary to deliver wrap-around services such as case management, life skills, and medical appointment transportation to participants.
2. $2,000.00 is requested to cover 25% of Office Supplies costs for the Women's Academy.
3. $5,700 is requested to cover 68% of IT services at the Women's Academy.

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4. $3,000 is requested to cover 100% of Women's Academy Staff Transportation Expenses (mileage).
5. $4,981.27 is requested to cover program facilities rent and utilities.

Direct Services: $27,418.73 is requested to support the following direct service costs to deliver GED testing, job training, paid apprenticeships, and employment placement services offered to Fulton County residents at the Women's Academy.

1. Adult Education (GED) Instructor #1: $ 8,582.35 will support 25% of the annual full-time salary of $34,329.40.
2. Adult Education (GED) Instructor #2 (Part-Time): $$6,508.08 will support 25% of the annual part-time salary of $26,035.20.
3. Career Coordinator: $4,106.29 will support 8.6% of the annual full-time salary of $47,380.32
4. Assistant Program Director: $8,222.01 will support 12.5% of the annual full-time salary of $65,776.08

Administrative: Additionally, a total of $2,500 is requested to support 5% of administrative costs related to the grant. $2,500 will support 3.73 % of the Data and Funding Analyst's annual full-time salary of $66,950.40 for grant reporting, program objective measurements, and data tracking. The Data and Funding Analyst provides Executive Data Management to the CPO, CFO, Grants Manager, and Program Director and oversees the grant financial and performance monitoring, tracking, and reporting.

The total funding requested is $50,000 to deliver GED, job training, paid apprenticeships, and employment placement services that directly align with the CSP Service Category: Economic Stability/Poverty and CSP Funding Priority of Economic Stability/Poverty.

Program Performance Measures:

Wellspring Living agrees to track and report program performance to the Fulton County Department of Community Development.

County Defined Performance Measure(s):

Children and Youth: Not Applicable

Disabilities: Not Applicable

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Economic Stability: Number of individuals placed in Living Wage Employment; receiving training/job development/employment support...,Number of individuals receiving access/support for educational resources...,Number of individuals receiving Emergency Financial Assistance,Number of individuals who complete GED requirements; Attainment of credential in post-secondary training...,Number of individuals with improved access to economic opportunities, programs/resources focused on education...,Number of referrals to WorkSource Fulton / WorkSource Atlanta

Health and Wellness: Not Applicable

Homelessness: Not Applicable

Senior Services: Not Applicable

Veterans Services: Not Applicable

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

Measurable goals include the following:

1. Attain employment that leads the participant toward sustainable employment through mastery of a generalized profession, curriculum, and connections with professionals from the community.
2. Acquire independent living skills by Increasing life skills through specialized life skills classes and support groups.
3. Avoid exploitation or re-exploitation by increasing awareness of the dangers of social interactions, increasing skills of building healthy relationships and knowledge of safe resources, and increasing safe social relationships.
4. Increase resilience by understanding personal strengths, physical health and fitness, personal confidence, and self-expression, and decision-making skills.

Success is measured through individual case plans and program logic models. Staff collaborates with participants to create a case plan and subsequently measures progress towards the set goals. A logic model is used to predict and measure program success. By evaluating the progress of each participant according to their individual goals and the goals established in the logic model, Wellspring Living can accurately assess both program and individual success. Monthly Individual Service Plan Meetings, which involve both the participant and professional staff, further support this evaluation process. Wellspring Living also utilizes dashboards to monitor program performance and uses the gained knowledge to increase the effectiveness of program services.

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An Electronic Health Record (EHR) called Collaborate captures and stores all client demographic and program data. All client data required for this application request is stored in the EHR. Wellspring Living continues to use logic models and dashboards for monitoring the cause and effect links within the organization and using the knowledge to find ways to increase the growth and sustainability of Wellspring Living and the mission to encourage and empower survivors.

Wellspring Living maintains a dedicated staff member, Data and Funding Analyst, for data and evaluation. The Data and Funding Analyst works to design and implement important ongoing data collection and evaluation analysis across each department area and restoration program. The Data and Funding Analyst's principal objective is to lead the coordination and maintenance of research efforts and outcome measurement tracking initiatives.

In addition to the Data Manager's role are two qualified WA Clinical Case Managers who are also responsible for supporting the data and collection processes and protocols at the program level. Each WA Clinical Case Manager screens referrals and oversees the intake process of each program participant while collecting the necessary demographic and case file data. All WA Clinical Case Manager possess a bachelor's degree from an accredited college or university in the area of social work, psychology, childhood education, counseling, or psychology. Their role is crucial to the data collection implementation within residential and community-based programming. The WA Program Director works with both WAClinical Case Manager to ensure the integrity, confidentiality, and follow-through of all programmatic data collection efforts.

Additionally, Wellspring Living collaborates with Dr. Missy Moore at the University of Georgia to annually update program-specific Logic Models and Key Performance Indicators (KPIs), forming the basis for assessing program effectiveness.

The WA will address the following six Fulton County Defined Performance Measures for Fulton County residents enrolled in the program in 2024 :

1. Economic Stability/Poverty-Number of individuals receiving Emergency Financial Assistance
2. Economic Stability/Poverty - Number of referrals to Worksource Fulton/Worksource Atlanta
3. Economic Stability/Poverty - Number of individuals placed in Living Wage Employment; receiving training/job development/employment support services which lead to self-sufficiency
4. Economic Stability Poverty-Number of individuals receiving access to and support for educational resources (GED testing, college/vocational school scholarships, and partnerships)
5. Economic Stability/Poverty-Number of individuals who complete GED requirements; Attainment of credential in post-secondary training; Training Completions; Credentials obtained
6. Economic Stability/Poverty- Number of individuals with improved access to economic opportunities, programs and resources focused on foundational education, career exploration, and coaching to re-engage youth and provide job-readiness skills for employment.

The WA will attain the following County Defined Performance Measurements for Fulton County residents enrolled in the program in 2024:

1. 10 Fulton County women will experience reduced barriers to stabilization and program participation by receiving living stipends or emergency financial assistance including motel/hotel voucheres, rental and utility financial assistance.
2. 10 Fulton County women will receive referrals to WorkSource Fulton / WorkSource Atlanta.

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3. 50 Fulton County women will enroll and receive training/job development/employment services at the Women's Academy through GED, Career Readiness, and Apprenticeship programming. This measurement is tracked through enrollment and session participation during the grant period.
4. 20 Fulton County women enrolled in the WA will receive access to GED testing and GED attainment support at the Women's Academy. This measurement is tracked through GED session enrollment and engagement provided by Wellspring Living Women's Academy staff and qualified GED instructors.
5. 8 Fulton County women enrolled in the WA will complete the GED subject test, GED test, or Microsoft Certification requirements at the Women's Academy. This measurement is tracked through a successful GED subject test attainment, combined GED test, or Microsoft Suite Certification (Word, Excel, Powerpoint).
6. 10 Fulton County women enrolled in the WA will gain improved access to economic opportunities, programs, and resources through the completion of Career Readiness Training requirements. This measurement is tracked by the number of women to enroll, participate, and complete all Career Readiness requirements

Timeline of Milestones for the County Defined Key Performance Indicators are as follows:

1. 5 women will receive rental and utility support through emergency financial assistance at a maximum monthly rate of $1,200 January - June, and July - December. A total of 10 women will receiveiving stipends or emergency financial assistance including motel/hotel voucheres, rental and utility financial assistance in 2024.
2. 5 women will receive referrals to WorkSource Fulton/Worksource Atlanta during January - June, and July - December performance periods. A total of 10 women receiving referrals to WorkSource Fulton/Worksource Atlanta in 2024.
3. 25 female Fulton County residents are projected to enroll in the Women's Academy from January - June, and 25 during July - December for a total of 55 enrolled in 2024.
4. 10 women are projected to enroll and receive access to educational GED testing and GED attainment support from January - June, and 10 during July - December for a total of 20 women receiving access to educational GED testing and GED attainment support 2024.
5. 4 women are projected to complete a GED subject test or Microsoft Certification requirements at the Women's Academy from January - June, and 4 during July - December A total of 8 women will complete a GED subject test, GED test, or Microsoft Certification requirements at the Women's Academy in 2022.
6. 5 women are projected to have improved access to economic opportunities, programs, and resources through the completion of Career Readiness Training requirements from January-June performance period, and 5 July-December performance period in 2024. A total of 15 women will complete career readiness requirements at the Women's Academy.

Agency Defined Performance Measure(s):

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The WA will also attain the following Agency Defined Performance Measurements for Fulton County residents enrolled in the program in 2022:

1. 8 women will be equipped for a living wage and gain employment through participation in Apprenticeship. This measure is tracked for participants who complete the requirements for Career Readiness, enter into a 12-week paid Apprenticeship, and/or attain employment through placement support services.
2. 10 women will experience reduced barriers to program participation by receiving financial supplements for childcare.
3. 20 women will experience reduced barriers to program participation by receiving transportation financial assistance through pre-paid MARTA cards, Gas Cards, or Living Stipends.
4. 6 women will experience reduced barriers to stabilization by receiving post program support services after graduation (program exit) in the form of case management or Bridge transitional housing placement.

Timeline of Milestones for the Agency Defined Key Performance Indicators are as follows:

1. 4 women are projected to be equipped to earn a living wage and gain employment from January-June performance period, and 4 July-December performance period in 2024.A total of 8 women equipped to earn a living wage and placed in employment in 2024.
2. 5 women will receive financial supplements for childcare at a rate of $100 per week from January-June performance period, and 5 July-December performance period in 2024. A total of 10 women will receive childcare financial supplements in 2024.
3. 10 women will receive transportation assistance through the provision of pre-paid MARTA cards, gas cards, or living stipends from January-June performance period, and 10 July-December performance period in 2024. A total of 20 women will receive transportation financial supplements in 2024.
4. 3 women will experience reduced barriers to stabilization by receiving post program support services after graduation (program exit) in the form of case management or transitional housing placement from January-June performance period, and 3 July-December performance period in 2024. A total of 6 women will receive post program support that supports reduced barriers to stabilization and employability.

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

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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.

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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 **$50,000.00.**

(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

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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.

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(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:

Wellspring Living
1040 Boulevard, SE Suite M
Atlanta, Georgia 30312

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

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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.

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(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 **Wellspring Living**, its directors, officers, employees, agents and assigns shall have no right of redress pursuant to the Personnel Rules and Regulations of Fulton County.

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(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

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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:

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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.

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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.

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STATE OF GEORGIA

COUNTY OF FULTON

FORM F: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services[1] under a contract with **[insert name of prime contractor (Agency)]** Wellspring Living, 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.

722503
EEV/Basic Pilot Program* User Identification Number

Wellspring Living
Name of Contractor (Agency)

Christian Murphy
BY: Authorized Signature of Officer or Agent of Contractor

Chief Executive Officer
Title of Authorized Officer or Agent of Contractor of Contractor

Christian Murphy
Printed Name of Authorized Officer ~~or Agent~~ of Contractor

Sworn to and subscribed before me this 9 day of February 2024.

Notary Public: Amber Stewart

County: Fayette

Commission Expires: February 21, 2027

AMBER STEWART NOTARY PUBLIC GA FAYETTE COUNTY MY COMMISSION EXPIRES FEBRUARY 21 2027

[1]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.

[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].

Docusign Envelope ID: 350BDA82-BC23-4C8F-89FF-DDB745E08B3C

STATE OF GEORGIA

COUNTY OF FULTON

FORM G: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT

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

722503
EEV/Basic Pilot Program* User Identification Number of Subcontractor

Wellspring Living
Name of Subcontractor (Individual/Agency)

Christian Murphy
BY: Authorized Signature Officer or Agent of Subcontractor

Chief Executive Officer
Title of Authorized Officer or Agent of Subcontractor

Christian Murphy
Printed Name of Authorized Officer or Agent of Subcontractor

Sworn to and subscribed before me this 9 day of February, 2024.

Notary Public: Amber Stewart

County: Fayette

Commission Expires: February 21, 2027

AMBER STEWART NOTARY PUBLIC FAYETTE COUNTY, GA MY COMMISSION EXPIRES FEBRUARY 21 2027

[3]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.

[4]*[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].

Docusign Envelope ID: 350BDA82-BC23-4C8F-89FF-DDB745E08B3C

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/01/2024

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	CONTACT NAME: Sage Summers	
InsuranceHub Leavitt Agency, Inc. 1720 Lakes Parkway Lawrenceville GA 30043	PHONE (A/C, No, Ext): (770) 497-1200	FAX (A/C, No): (770) 814-7187
	E-MAIL ADDRESS: coi@insurancehub.com	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Wellspring Living Inc. 1040 Boulevard S.E Suite M Atlanta GA 30312	INSURER A : Lloyds of London Insurance	32727
	INSURER B : Progressive Mountain Insurance Company	35190
	INSURER C : Hamilton Insurance Company	13700
	INSURER D : Philadelphia Insurance Companies	23850
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 24-25 Master **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	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			W369C2240101	02/01/2024	02/01/2025	EACH OCCURRENCE	$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 2,000,000
							GENERAL AGGREGATE	$ 4,000,000
							PRODUCTS - COMP/OP AGG	$ 4,000,000
								$
B	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			956831243	02/01/2024	02/01/2025	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
C	[X] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			BZ112022	02/01/2024	02/01/2025	EACH OCCURRENCE	$ 3,000,000
							AGGREGATE	$ 3,000,000
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						[ ] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
D	Directors & Officer's Liability			PHSD1846642	02/01/2024	02/01/2025	Occurrence Limit: Aggregate Limit:	$1,000,000 $3,000,000

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

CERTIFICATE HOLDER

Fulton County Government
141 Pryor St SW
Atlanta GA 30303

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Sbaloch

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/03/2024

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	CONTACT NAME: Marsh Affinity	
Marsh Affinity a division of Marsh USA LLC. PO BOX 14404 Des Moines, IA 50306-9686	PHONE (A/C, No, Ext): 800-743-8130	FAX (A/C, No):
	E-MAIL ADDRESS: ADPTotalSource@marsh.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : New Hampshire Insurance Co.	23841
INSURED	INSURER B :	
ADP TotalSource FL XI, Inc. 5800 Windward Parkway Alpharetta, GA 30005 Alternate Employer: Wellspring Living 1040 BOULEVARD SE SUITE M Atlanta, GA 303120000	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC 034274995 GA	07/01/2023	07/01/2024	X PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$ 2,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 2,000,000
							E.L. DISEASE - POLICY LIMIT	$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
All worksite employees working for Wellspring Living paid under ADP TOTALSOURCE, INC.'s payroll, are covered under the above stated policy. Wellspring Living is an alternate employer under this policy.

CERTIFICATE HOLDER

Fulton County Government
141 Pryor St SW
Atlanta, GA 30303

CANCELLATION

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

AUTHORIZED REPRESENTATIVE Jo Phillips

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

OWNER:

FULTON COUNTY, GEORGIA

DocuSigned by:
Robert L. Pitts
BA715B1A26544E7...

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST:

DocuSigned by:
Tonya R. Grier
EEC476C4837648D...

Tonya R. Grier
Clerk to the Commission

(Affix County Seal)

DocuSigned by:

CONTRACTOR:

VENDOR NAME **Wellspring Living**

DocuSigned by: Name of Signatory: Christian Murphy
Christian Murphy Title of Signatory: Chief Executive Office
955C831CD5F1434...

Authorized Signature

ATTEST:

DocuSigned by: Name of 2nd Signatory: **Amber Stewart**
Amber Stewart Title of 2nd Signatory: **Chief Culture and Strategy Officer**
C83FC8401AC843D...

Second Authorized Signature

(Affix Corporate Seal, if applicable)

DS

APPROVED AS TO FORM:

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

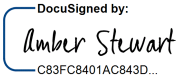
DocuSign

Certificate Of Completion

Envelope Id: 350BDA82BC234C8F89FFDDB745E08B3C
Status: Completed
Subject: Please DocuSign: 2024 CCSP Contract-Wellspring Living-BOC Agenda#24-0350
Parcel ID:
Employee Name:
Source Envelope:
Document Pages: 32
Signatures: 6
Envelope Originator:
Certificate Pages: 7
Initials: 0
Cherie Williams
AutoNav: Enabled
Stamps: 2
141 Pryor Street
EnvelopeId Stamping: Enabled
Purchasing & Contract Compliance, Suite 1168
Time Zone: (UTC-05:00) Eastern Time (US & Canada)
Atlana, GA 30303
Cherie.Williams@fultoncountyga.gov
IP Address: 136.55.230.223

Record Tracking

Status: Original
7/16/2024 5:38:34 PM
Holder: Cherie Williams
Cherie.Williams@fultoncountyga.gov
Location: DocuSign
Security Appliance Status: Connected
Pool: StateLocal
Storage Appliance Status: Connected
Pool: Fulton County Government
Location: DocuSign

Signer Events	Signature	Timestamp
Christian Murphy grants@wellspringliving.org Security Level: Email, Account Authentication (None)	DocuSigned by: 955C831CD5F1434... Signature Adoption: Pre-selected Style Using IP Address: 74.95.24.173	Sent: 7/16/2024 5:44:53 PM Resent: 7/17/2024 12:37:48 PM Viewed: 7/17/2024 12:45:26 PM Signed: 7/17/2024 12:45:59 PM
Electronic Record and Signature Disclosure: Accepted: 7/17/2024 12:45:26 PM ID: 8f7b46bb-cae2-4d77-94da-ac65bbec23a1		
Amber Stewart astewart@wellspringliving.org Chief Culture and Strategy Officer Security Level: Email, Account Authentication (None)	DocuSigned by:  C83FC8401AC843D... Signature Adoption: Pre-selected Style Using IP Address: 74.95.24.173	Sent: 7/17/2024 12:46:01 PM Viewed: 7/23/2024 9:13:25 AM Signed: 7/23/2024 9:17:55 AM
Electronic Record and Signature Disclosure: Accepted: 7/23/2024 9:13:25 AM ID: f6e19548-bfaa-470c-abe1-a3f3091e6bbf		
Mark Hawks2 mark.hawks@fultoncountyga.gov Chief Assistant Purchasing Agent Purchasing and Contract Complliance Security Level: Email, Account Authentication (None)	**Completed** Using IP Address: 45.20.200.178	Sent: 7/23/2024 9:17:58 AM Viewed: 7/24/2024 2:09:49 PM Signed: 7/24/2024 2:10:01 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Signer Events	Signature	Timestamp
Stanley Wilson Stanley.Wilson@fultoncountyga.gov Director Stanley Wilson Security Level: Email, Account Authentication (None)	DocuSigned by: Stanley Wilson 5E4D76DFB4A0450... Signature Adoption: Pre-selected Style Using IP Address: 76.209.103.30	Sent: 7/24/2024 2:10:05 PM Viewed: 7/24/2024 3:05:48 PM Signed: 7/24/2024 3:05:57 PM
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: 74.174.59.4	Sent: 7/24/2024 3:06:00 PM Viewed: 7/25/2024 1:58:57 PM Signed: 7/25/2024 2:03:38 PM
Electronic Record and Signature Disclosure: Accepted: 7/25/2024 1:58:57 PM ID: 39429755-3a0a-40cb-9a32-009c5cbf1b25		
David Lowman David.Lowman@fultoncountyga.gov Security Level: Email, Account Authentication (None)	DocuSigned by: David Lowman 0EC92EDADEFB4B8... Signature Adoption: Pre-selected Style Using IP Address: 74.174.59.4	Sent: 7/25/2024 2:03:41 PM Viewed: 7/25/2024 2:04:21 PM Signed: 7/25/2024 2:06:42 PM
Electronic Record and Signature Disclosure: Accepted: 7/25/2024 2:04:21 PM ID: 9d370ad2-b114-4354-b9c3-473b986a32a6		
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: 7/25/2024 2:06:45 PM Viewed: 7/25/2024 3:06:51 PM Signed: 7/25/2024 3:08:01 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: 7/25/2024 3:08:05 PM Viewed: 7/25/2024 3:15:02 PM Signed: 7/25/2024 3:15:20 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: 7/25/2024 3:15:24 PM Viewed: 7/25/2024 7:43:12 PM Signed: 7/25/2024 7:43:22 PM
Electronic Record and Signature Disclosure:		

Signer Events	Signature	Timestamp
Accepted: 3/16/2018 10:54:59 AM ID: f3f241e8-3027-4447-9476-6cf20ae25dd4		
Mark Hawks3 mark.hawks@fultoncountyga.gov Chief Assistant Purchasing Agent Purchasing and Contract Complliance Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	**Completed** Using IP Address: 45.20.200.178	Sent: 7/25/2024 7:43:27 PM Viewed: 7/25/2024 10:50:36 PM Signed: 7/25/2024 10:50:41 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: 7/16/2024 5:44:52 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: 7/16/2024 5:44:52 PM Resent: 7/25/2024 10:50:50 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: 7/16/2024 5:44:52 PM
Dian DeVaughn dian.devaughn@fultoncountyga.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 7/25/2024 10:50:46 PM Viewed: 7/26/2024 11:49:40 AM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	7/16/2024 5:44:52 PM
Certified Delivered	Security Checked	7/25/2024 10:50:36 PM
Signing Complete	Security Checked	7/25/2024 10:50:41 PM
Completed	Security Checked	7/25/2024 10:50:46 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.

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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.
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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.

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FULTON COUNTY

CONTRACT DOCUMENTS

FOR

REQUEST FOR PROPOSAL 24RFP013124C-MH

2024 CONSOLIDATED COMMUNITY SERVICES PROGRAM

FOR

DEPARTMENT OF COMMUNITY DEVELOPMENT

OF

FULTON COUNTY, GEORGIA

Docusign Envelope ID: 22B04B24-FC81-412B-A5FE-83CA3D5C7E11

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 **Bobby Dodd Institute** (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:

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ARTICLE 16. GOVERNING LAW

ARTICLE 17. JURISDICTION

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ARTICLE I - PARTIES AND TERM:

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

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

(c) Nothing contained in this Agreement shall be 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: Disabilities

CCSP Funding Priority(ies):

Children and Youth: Not Applicable

Disabilities: Number of Persons with Disabilities who can focus on overall wellness...

Economic Stability: Training Job Development Employment which leads to self sufficiency Ex offender support services...

Health and Wellness: Not Applicable

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Homelessness: Not Applicable

Senior Services: Not Applicable

Veterans Services: Not Applicable

Bobby Dodd Institute, Getting Ready for Opportunity in Work (G.R.O.W.) 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
Bobby Dodd Institute	2120 Marietta Blvd NW,, GA 30318	Atlanta	GA	30318	6	1,2,3,4,5,6
Georgia Aquarium	225 Baker St. NW	Atlanta	GA	30313	6	1,2,3,4,5,6
Mercedes Benz Stadium	1 AMB Drive NW	Atlanta	GA	30313	6	1,2,3,4,5,6
Kennesaw State University	1000 Chastain Road	Kennesaw	GA	30144	NA	1,2,3,4,5,6
Zoo Atlanta	800 Cherokee Ave SE	Atlanta	GA	30315	4	1,2,3,4,5,6

Approach and Design:

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Bobby Dodd Institute, Getting Ready for Opportunity in Work (G.R.O.W.) will provide services to **40** clients that reside in Fulton County, with CCSP funding.

Bobby Dodd Institute, will provide the following activities and services in Fulton County with CCSP funding:

G.R.O.W. focuses specifically on serving those with disabilities. In addition to classroom-style instruction provided by BDI staff, there will be guest speakers to provide employment expertise and help deliver the lesson plans. The career readiness education involves job interview techniques, financial literacy, manner in the workplace (including conflict resolution, and how non-verbal communication impacts the work dynamic. In addition, there are a series of site visits to partners representing different sectors of the economy for participants to see firsthand the opportunities available.

BDI's goal is to deliver engaging and interactive information and insight through partnering with community partners and employers to offer students a wide array of options and opportunities as they prepare for transition out of high school. BDI has designed a program modular program that allows flexibility in delivery to maximize the exposure to as many options for students as possible, while leveraging employers across multiple employment occupations from professional, technical, and entry level. Students will be exposed to multiple post-secondary paths including Colleges and Universities, Technical School Programs, and career training services. BDI also partners with businesses and community partners to offer training in financial money management and banking, transportation training, and dressing for success.

Community volunteerism is also an important way for students to give back to their local communities, BDI has partnered with various non-profits to give students the opportunity to volunteer in various ways from preparing meals to learning about research support at Zoo Atlanta. Through these various partnerships and connections the activities will look differently from week to week as we strive to create a program that takes in consideration the various partners' schedules and availability. This design will ensure that all topics are covered, and the students are provided a wide scope of opportunities to tour and speak with industry leaders, human resource departments, educators, and community leaders, while learning invaluable skills in establishing a strong foundation towards employment. BDI will provide a completed week by week program agenda prior to the start of the weekly program.

BDI not only recruits employer and academic partners to serve as speakers and site hosts, but also various other community entities. This includes post-secondary schools (ex. Georgia Tech Excel Program, Kennesaw State University, etc.), community employer partners (Mercedes Benz Stadium, Coca-Cola Company, etc.), community financial institutions (ex. First Horizon Bank), volunteer locations (Zoo Atlanta, Georgia Aquarium, etc.) and restaurants (ex. Chili's, Chick-Fil-A, etc.).

Transportation is provided for the program participants to the various program sites, alongside breakfast and lunch. As mentioned, there are five employment-related topics which are covered over the course of the G.R.O.W. curriculum.

Within each area, participants complete the following:

Job Exploration – Students will engage in discussions and assessments of job interests, preferences, and opportunities. Students will be touring various employment locations and conversing about the many career opportunities available. Activities: identify employment interests, learn career awareness, and hear from career speakers

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Work Readiness – Students will learn about workplace best practices and soft skills that will ready them for employment. Activities: practice job interview techniques, money management, manners/decorum in the workplace, and/or non-verbal communication

Post-Secondary Education/Training Counseling – Students will participate in university and trade/technical school tours, being exposed to the different career pathways and training programs available. Activities: learn how to complete a federal student aid application, explore scholarship and post-secondary education opportunities

Work-Based Learning – Exploration of career options will be the focus, with tours so that students have the ability to have first-hand observation of work sites. Students learn about businesses, meet employees, ask questions and observe work in progress and conversations with hiring managers. Activities: Employer interaction and discovery regarding volunteer offerings in the community

Self-Advocacy Skills – Students will be guided through interactions centered on employment and the importance of talking about their disability in a variety of employment situations. Students will gain awareness of their rights and responsibilities as an employee as provided for by local, state, and Federal law. Activities include: learn about disability disclosure on-the-job, how to improve self-advocacy, and how to ask for help or special accommodations in the workplace

During the sessions, participants will learn about the scope of BDI's services, along with those of our peer organizations. A Health and Human Service Key Performance indicator that will be accomplished with G.R.O.W. summer program is that 40 Fulton County residents with disabilities will have access to community-based services. G.R.O.W. increases inclusion as this program takes place during business hours when students with disabilities who are off for summer break frequently experience difficulty in leaving the house and deal with isolationism. In 2022, there was a deep camaraderie that formed among the students and the sense of belonging was also expressed through parental, post-program feedback.

These efforts will help develop the skill sets of the students, reinforce the importance of completing high school, provide access to educational and employment opportunities and move them closer to successful transition. Last year, a participant from G.R.O.W. moved immediately into employment following completion and it is anticipated that those numbers will increase significantly with the expansion of the program.

The G.R.O.W. program satisfies the Disabilities Funding Priorities of #1(a,b,c), #2, and #3

Designation of CSP Funds:

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

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

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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.)	$1,100.00
Operational	$0.00
Direct Services	$23,900.00
Total	$25,000.00

Explanation of Funding Details:

Of the $25,000 being sought from CSP funding, $1,100 is intended for administrative cost, primarily administrative staff functions involved in managing the program. There will not be any operational costs offset by CSP monies. Direct Services will constitute the greatest percentage of the CSP grant, with $23,900 going against costs such as

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transportation, meals, participant materials and the site visit expenditures. These expenditures will be made during the timeframe of January 2025 through April 2025.

As the G.R.O.W. program's expansion runs from April 7-April 11, 2025 the CSP funding will be exhausted by the end of April as all costs associated with the program should be calculated, submitted and paid by that time. Overall, the costs associated with the program (aside from staff salaries) will keep to a fairly tight, three month timeframe. There will be some front expenditures as well attributed to the CSP funds (deposits for transportation, site locations to reserve the space, student materials order) and these will happen in early March. To better calendarize the timeline of expenditures against the CSP funds:

February - $5,000

March - $10,000

April - $20,000

Program Performance Measures:

Bobby Dodd Institute 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 can focus on overall wellness...

Economic Stability: Not Applicable

Health and Wellness: Number of individuals participating in programs focusing on financial literacy and wellness

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

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

Results and outcomes from G.R.O.W. are measured in several ways. Three correspond to defined performance measures in the RFP. Our goal is for 35 Persons with Disabilities (PWD) from Fulton County to be included in the expansion program due to increased accessibility and transportation (the target is to serve 135 individuals total throughout the metro Atlanta region between the summer and fall sessions). Each participant receives self-advocacy training and self-sufficiency training which is geared toward improving wellness, including better management of their disability. This includes financial literacy training and being counseled on how to maintain good eating and living habits while in sustainable employment and post-secondary education scenarios.

Last year, eleven community partnerships were established that train and hire persons with disabilities for gainful employment. This year the target is to increase that number resulting in fifteen partnerships total. For the spring expansion, the goal is to establish two additional partnerships. In addition to being a host site for the program participants, each employment partner will be offered disability awareness training by BDI in efforts to educate them about interacting/working with PWDs in the workplace and community. All of the students participating will be exposed to programs who offer job/training/readiness and/or vocational opportunities.

Another outcome measurement is that 80% of the participants self-report, upon completion of their tenure with G.R.O.W., that they feel better prepared for the work environment or post-secondary education, more confident in their ability to self-advocate in the workplace or at school and/or clearer on what employment opportunities suit their interests and they will be pursuing in the marketplace. This would equate to 108 for the total program and 28 in the fall sessions supported by CSP funds.

It is BDI's target to place at least five of the senior students into employment with either one of the programs employment partners or with BDI post transition from high school.

G.R.O.W. is a program that has quickly proven itself to be one that provides life skills training in a hands-on, interactive and effective way to expose those with disabilities to existing work opportunities, how to attain them and successfully retain employment.

Agency Defined Performance Measure(s):

BDI's defined performance measure is that 80% of the participants will self-report, upon completion of their tenure with G.R.O.W., that they feel better prepared for the work environment or post-secondary education, more confident in their ability to self-advocate in the workplace or at school and/or clearer on what employment opportunities suit their interests and they will be pursuing in the marketplace.

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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

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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

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more of the following: inability to receive future funding from Fulton County, and/or legal action against the agency to recoup funding that are not reimbursed by the deadline.

ARTICLE III - COMPENSATION FOR SERVICES

(a) Fulton County agrees to pay Contractor a maximum sum of **$25,000.00.**

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

(c) If through any cause, Contractor shall fail to fulfill its obligation under this Agreement in a timely and proper fashion or in the event that any of the provision or stipulations of this Agreement are violated by Contractor, Fulton County shall thereupon have the right to immediately suspend or terminate this Agreement by serving written notice as defined herein upon Contractor of Fulton County's intent to suspend or terminate this Agreement. If the Agreement is terminated pursuant to this paragraph, Contractor shall be exclusively limited to receiving only the compensation for work performed in a manner satisfactory to Fulton County up to and including the date of the written termination notice.

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

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

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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:

Bobby Dodd Institute
2120 Marietta Blvd, NW
Atlanta, Georgia 30318

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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

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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.

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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 **Bobby Dodd Institute**, 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

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(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.

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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.

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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.

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STATE OF GEORGIA

COUNTY OF FULTON

FORM F: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services[1] under a contract with **[insert name of prime contractor (Agency)]** Bobby Dodd Institute 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.

49051

EEV/Basic Pilot Program* User Identification Number

Bobby Dodd Institute

Name of Contractor (Agency)

Todd Hermon

BY: Authorized Signature of Officer or Agent of Contractor

VP, Development and Community Relations

Title of Authorized Officer or Agent of Contractor of Contractor

Todd Hermon

Printed Name of Authorized Officer or Agent of Contractor

Sworn to and subscribed before me this 23 day of February, 2024.

Notary Public: Kalita Janel Vangas

County: Fulton

Commission Expires: March 18, 2026

KALITA JANEL VANGAS NOTARY PUBLIC DEKALB COUNTY, GEORGIA MY COMMISSION EXPIRES MARCH 18, 2026

[1]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.

[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].

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STATE OF GEORGIA

COUNTY OF FULTON

FORM G: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT

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

NOT APPLICABLE
EEV/Basic Pilot Program* User Identification Number of Subcontractor

Name of Subcontractor (Individual/Agency)

BY: Authorized Signature Officer or Agent of Subcontractor

Title of Authorized Officer or Agent of Subcontractor

Printed Name of Authorized Officer or Agent of Subcontractor

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

Notary Public: _____

County: _____

Commission Expires: _____

[3]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.

[4]*[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].

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Client#: 654332 BOBBYDODD

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/26/2024

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Corey Fair
Marsh & McLennan Agency LLC 200 Brookstone Centre Pkwy Suite 118 Columbus, GA 31904	PHONE (A/C, No, Ext): 706 576-3527 FAX (A/C, No): E-MAIL ADDRESS: Corey.Fair@MarshMMA.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Philadelphia Indemnity Insurance Compan	18058
INSURER B : Key Risk Insurance Company	10885
INSURER C : The Cincinnati Insurance Company	10677
INSURER D : Lloyds of London	555555
INSURER E :	
INSURER F :	

INSURED
Bobby Dodd Institute, Inc.
2120 Marietta Blvd. NW
Atlanta, GA 30318

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / PRO-JECT / LOC OTHER:			PHPK2573524	07/01/2024	07/01/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$1,000,000 $100,000 $5,000 $1,000,000 $3,000,000 $3,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY			PHPK2573524	07/01/2024	07/01/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$1,000,000 $ $ $ $
A	X UMBRELLA LIAB / X OCCUR EXCESS LIAB / CLAIMS-MADE DED X RETENTION $10000			PHUB871324	07/01/2024	07/01/2025	EACH OCCURRENCE AGGREGATE 	$5,000,000 $5,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N	N / A	KEY0137343	07/01/2024	07/01/2025	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000
C	D&O Liability			EMN0541859	07/01/2024	07/01/2025	$5,000,000 Aggregate	
A	Abuse/Molestation			PHPK2573524	07/01/2024	07/01/2025	$1,000,000 Aggregate	
D	Professional Liab			LL0000507	07/01/2024	07/01/2025	$1,000,000 Aggregate	

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

Full Holder:
Fulton County Government - Purchasing Department
130 Peachtree St. SW Suite 1168
Atlanta GA 30303-3459

(See Attached Descriptions)

CERTIFICATE HOLDER

Fulton County Government
141 Pryor St SW
Atlanta, GA 30303

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Vincent A. Carelli

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DESCRIPTIONS (Continued from Page 1)

(CGL) Additional Insured- when required by contract per General Liability Deluxe Endorsement Human Services form PI GLD HS 10 11
(CGL) Transfer of Rights of Recovery- when required by a written contract per General Liability Deluxe Endorsement Human Services form PI GLD HS 10/11
(CGL) Primary and Non-Contributory - Other Insurance Provision via CG0001 0413
(CAU) Primary and Non-Contributory Clause Endorsement form PI CA 004 10/14
(CAU) Blanket Waiver of Subrogation- when required by a written contract per Commercial Automobile Elite Endorsement form PI CA 001 09/15
(UMB)General Liability Follow Form Endorsement per PI CXL 041 05/16

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

OWNER:

FULTON COUNTY, GEORGIA

DocuSigned by:
Robert L. Pitts
BA715B1A26544E7...

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST:

DocuSigned by:
Tonya R. Grier
EEC476C4837648D...

Tonya R. Grier
Clerk to the Commission

(Affix County Seal)

DocuSigned by:

CONTRACTOR:

VENDOR NAME **Bobby Dodd Institute**

DocuSigned by: Name of Signatory: Todd Hermon
Todd Hermon Title of Signatory: VP, Development and Community Relation
D01DEC0576EA408...

Authorized Signature

ATTEST:

DocuSigned by: Name of 2nd Signatory: **Kalita Janel Vangas**
Kalita Vangas Title of 2nd Signatory: **Manager, People and Culture**
C6801B1DFA2D468...

Second Authorized Signature

(Affix Corporate Seal, if applicable)

DS

APPROVED AS TO FORM:

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

DocuSign

Certificate Of Completion

Envelope Id: 22B04B24FC81412BA5FE83CA3D5C7E11
Status: Completed
Subject: Please DocuSign: 2024 CCSP Contract-Bobby Dodd Institute-BOC Agenda#24-0350
Parcel ID:
Employee Name:
Source Envelope:
Document Pages: 25
Signatures: 6
Certificate Pages: 7
Initials: 0
AutoNav: Enabled
Stamps: 2
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Envelope Originator:
Cherie Williams
141 Pryor Street
Purchasing & Contract Compliance, Suite 1168
Atlana, GA 30303
Cherie.Williams@fultoncountyga.gov
IP Address: 136.55.230.223

Record Tracking

Status: Original
7/15/2024 1:43:34 PM
Holder: Cherie Williams
Cherie.Williams@fultoncountyga.gov
Location: DocuSign

Security Appliance Status: Connected
Pool: StateLocal

Storage Appliance Status: Connected
Pool: Fulton County Government
Location: DocuSign

Signer Events	Signature	Timestamp
Todd Hermon todd.hermon@bobbydodd.org Security Level: Email, Account Authentication (None)	DocuSigned by: Todd Hermon D01DEC0576EA408... Signature Adoption: Pre-selected Style Using IP Address: 99.158.136.48	Sent: 7/15/2024 1:48:05 PM Resent: 7/17/2024 12:36:36 PM Viewed: 7/22/2024 2:13:05 PM Signed: 7/22/2024 2:15:44 PM
Electronic Record and Signature Disclosure: Accepted: 7/22/2024 2:13:05 PM ID: 73d65da8-ba1d-44fb-ab46-2498d1c4fd74		
Kalita Vangas Kalita.vangas@bobbydodd.org Security Level: Email, Account Authentication (None)	DocuSigned by: Kalita Vangas C6801B1DFA2D468... Signature Adoption: Pre-selected Style Using IP Address: 12.18.221.242 Signed using mobile	Sent: 7/22/2024 2:15:46 PM Viewed: 7/22/2024 2:28:10 PM Signed: 7/23/2024 9:01:33 AM
Electronic Record and Signature Disclosure: Accepted: 7/22/2024 2:28:10 PM ID: 7d2f1d83-f2a5-468d-a0c5-04fdda51cc41		
Mark Hawks2 mark.hawks@fultoncountyga.gov Chief Assistant Purchasing Agent Purchasing and Contract Complliance Security Level: Email, Account Authentication (None)	**Completed** Using IP Address: 45.20.200.178	Sent: 7/23/2024 9:01:36 AM Viewed: 7/24/2024 2:10:32 PM Signed: 7/24/2024 2:10:49 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Signer Events	Signature	Timestamp
Stanley Wilson Stanley.Wilson@fultoncountyga.gov Director Stanley Wilson Security Level: Email, Account Authentication (None)	DocuSigned by: Stanley Wilson 5E4D76DFB4A0450... Signature Adoption: Pre-selected Style Using IP Address: 76.209.103.30	Sent: 7/24/2024 2:10:52 PM Viewed: 7/24/2024 3:04:59 PM Signed: 7/24/2024 3:05:08 PM
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: 74.174.59.4	Sent: 7/24/2024 3:05:11 PM Viewed: 7/25/2024 2:04:39 PM Signed: 7/25/2024 2:06:08 PM
Electronic Record and Signature Disclosure: Accepted: 7/25/2024 2:04:39 PM ID: 5c8f374d-659c-458b-a62f-d7407b000477		
David Lowman David.Lowman@fultoncountyga.gov Security Level: Email, Account Authentication (None)	DocuSigned by: David Lowman 0EC92EDADEFB4B8... Signature Adoption: Pre-selected Style Using IP Address: 74.174.59.4	Sent: 7/25/2024 2:06:12 PM Viewed: 7/25/2024 2:07:16 PM Signed: 7/25/2024 2:08:51 PM
Electronic Record and Signature Disclosure: Accepted: 7/25/2024 2:07:16 PM ID: 2c8ba4ec-8442-42d5-9b94-ad632d02cc8d		
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: 7/25/2024 2:08:54 PM Viewed: 7/25/2024 3:05:41 PM Signed: 7/25/2024 3:06:30 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: 7/25/2024 3:06:34 PM Viewed: 7/25/2024 3:14:32 PM Signed: 7/25/2024 3:14:37 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: 7/25/2024 3:14:42 PM Viewed: 7/25/2024 7:43:54 PM Signed: 7/25/2024 7:44:03 PM
Electronic Record and Signature Disclosure:		

Signer Events	Signature	Timestamp
Accepted: 3/16/2018 10:54:59 AM ID: f3f241e8-3027-4447-9476-6cf20ae25dd4		
Mark Hawks3 mark.hawks@fultoncountyga.gov Chief Assistant Purchasing Agent Purchasing and Contract Complliance Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	**Completed** Using IP Address: 45.20.200.178	Sent: 7/25/2024 7:44:07 PM Viewed: 7/25/2024 10:51:14 PM Signed: 7/25/2024 10:51:20 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: 7/15/2024 1:48:02 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: 7/15/2024 1:48:03 PM Resent: 7/25/2024 10:51:28 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: 7/15/2024 1:48:04 PM
Dian DeVaughn dian.devaughn@fultoncountyga.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 7/25/2024 10:51:24 PM Viewed: 7/26/2024 12:19:04 PM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	7/15/2024 1:48:03 PM
Certified Delivered	Security Checked	7/25/2024 10:51:14 PM
Signing Complete	Security Checked	7/25/2024 10:51:20 PM
Completed	Security Checked	7/25/2024 10:51:24 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

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

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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..
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ii. send us an e-mail to glenn.king@fultoncountyga.gov and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

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

** 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:

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FULTON COUNTY

CONTRACT DOCUMENTS

FOR

REQUEST FOR PROPOSAL 24RFP013124C-MH

2024 CONSOLIDATED COMMUNITY SERVICES PROGRAM

FOR

DEPARTMENT OF COMMUNITY DEVELOPMENT

OF

FULTON COUNTY, GEORGIA

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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 **Atlanta Technical College Foundation** (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:

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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

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ARTICLE I - PARTIES AND TERM:

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

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

(c) Nothing contained in this Agreement shall be 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: Veterans Services

CCSP Funding Priority(ies):

Children and Youth: Not Applicable

Disabilities: Not Applicable

Economic Stability: Not Applicable

Health and Wellness: Not Applicable

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Homelessness: Not Applicable

Senior Services: Not Applicable

Veterans Services: Veterans Transitional Assistance. Includes housing, jobs, basic needs, disability assistance...

Atlanta Technical College Foundation, Fulton County Veteran Services at Atlanta Technical College 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
Atlanta Technical College	1560 Metropolitan Parkway SW	Atlanta	Georgia	30310	4	1,2,3,4,5,6

Approach and Design:

Atlanta Technical College Foundation, Fulton County Veteran Services at Atlanta Technical College will provide services to **75** clients that reside in Fulton County, with CCSP funding.

Atlanta Technical College Foundation, will provide the following activities and services in Fulton County with CCSP funding:

The Veteran Services Office (VSO) at Atlanta Technical College (ATC) is staffed by veterans who understand the unique needs of service members, veterans, and their dependents. Over these past years, our

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goal has been to offer a convenient and easily accessible one-stop shop for these individuals. ATC is dedicated to empowering them with the tools they need to succeed academically. The VSO at ATC creates a supportive educational environment by providing information, referrals, and outreach programs. In addition, we offer a wide range of services, including career-focused education in over 150 fields of study, job readiness assessments, academic advisement, tutoring, resume assistance, and job search resources.

Programs, Services, and Campus Culture: In 2024, ATC will continue to evolve and expand its support for student veterans through ongoing enhancements to its Veterans Services Office (VSO). Building upon its existing framework, ATC recognizes the importance of adapting to the evolving needs of veteran students as they navigate their educational journeys. Recognizing the diverse needs and challenges faced by veteran students, ATC has now fully integrated its Veterans Services into its broader Student Support Services framework located on the main campus of ATC, within the Academic and Student Affairs Division. With feedback from veteran students, this slight but significant adjustment has been achieved to enhance our veterans' access to resources and effectively sustain our Fulton County Veterans Services Program (FCVSP) at Atlanta Technical College. The FCVS@ATC program continues to take place on our college campus, which is accessible under the Americans with Disabilities Act (ADA).

Aligned with the U.S. Department of Education's objectives for student services programs, ATC's Student Support Services(now inclusive of VSO) is dedicated to enhancing college completion rates, especially among underrepresented groups like first-generation students, low-income students, and students with disabilities, including veterans. As part of its ongoing evolution, ATC's VSO prioritizes inclusion and diversity by providing tailored support for veteran students, recognizing their unique backgrounds and experiences. Addressing challenges such as balancing family responsibilities and managing mental health conditions, ATC's VSO offers comprehensive assistance through expanded resources, workshops, educational classes, and support services. By emphasizing mental health resources and providing personalized assistance and community referrals, ATC ensures that veteran students thrive academically and personally. Furthermore, acknowledging the significance of social integration, the VSO expands engagement initiatives to facilitate peer connections and foster community, leveraging the student-supportive services framework to provide mentorship and camaraderie among veteran students. In essence, ATC's ongoing evolution of its VSO and FCVS@ATC program reflects a commitment to continuous improvement and growth in supporting student veterans. By remaining responsive to their needs and expanding its range of services, ATC aims to empower veteran students to achieve their educational and personal goals within the college community. Specifically, the FCVS@ATC program adopts a strengths-based academic advising approach, shifting from failure prevention to success promotion, and empowering veteran students to thrive academically and personally.

Program Design:

1. **Health and Wellness:** the FCVS@ATC program will address the holistic well-being of Veterans by offering health and wellness initiatives. **Activities** include access and referrals to

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mental health community resources, counseling services, and conducting informational sessions on health resources available to Veterans. **Outcomes:** Increased awareness of mental health services by Veterans and Improved overall physical and mental well-being among program participants.

2. **Homeless and Transitional Housing Assistance:** the FCVS@ATC program aims to provide a safety net for Veterans experiencing housing instability. **Activities** include establishing a comprehensive referral system offering transitional housing support, including temporary housing assistance and connections to permanent housing solutions. **Outcomes:** Reduction in the number of homeless Veterans in Fulton County and students of ATC, and Increased access to stable housing for Veterans and their families
3. **Training/Job Development/Employment Services:** the FCVS@ATC program Equips student Veterans with the skills and resources necessary for successful integration into the civilian workforce. Activities include creating pathways for access to internal training programs of study that align with high-demand industries in the region, Facilitating job development initiatives, including resume building, interview skills, and job search strategies, including veterans in the discussion when forging partnerships with local businesses to create employment opportunities. **Outcomes:** Higher employment rates among Veterans attending Atlanta Technical College and Enhanced economic self-sufficiency for program participants.
4. **Wraparound Services for Veteran Students:** the FCVA@ATC program provides comprehensive support through referrals, addressing the unique needs of Veteran Ex-offenders, military families, and active military students. **Activities:** Establish a network of community resources to address the diverse needs of these specific populations and Collaborate with external agencies to ensure a continuum of care for the FCVA@ATC program participants. **Outcomes:** Strengthened support systems for military families and active military students, and Improved reintegration outcomes for Veterans who are returning citizens.

The FCVS@ATC program design is structured to create a seamless continuum of care, comprehensively addressing the identified needs of Fulton County's Veterans. By integrating Health and Wellness, Homeless and Transitional Housing Assistance, and Training/Job Development/Employment aspects, Atlanta Technical College aims to empower Veterans with the tools and resources necessary to achieve a successful academic journey and lasting self-sufficiency. The Atlanta Technical College Foundation, a 501(c)3 non-profit, supports Atlanta Technical College by managing and administering grant funds, will assist the colleges' veterans in achieving this goal. In partnership with Warrior Alliance, the Foundation supports the FCVS@ATC program, which addresses housing, basic needs, food security, goods and services, emergency financial services, and substance abuse support for veterans. This program aims to reverse poverty trends by meeting veterans' foundational needs, preventing homelessness, and providing home repairs to help veterans remain in their homes.The Warrior Alliance case management team connects the FCVS@ATC student with organizations that support the County's commitment to making homelessness rare, brief, and

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nonrecurring through funding opportunities to nonprofit organizations to quickly rehouse homeless Veterans and families. Using this referral system, Veterans and families are serviced through emergency, transitional, and permanent housing programs. 2) Veterans Employment and Employment Training - includes job training, job search and preparation services, and business ownership counseling. FCVS@ATC program focuses on preparing Veterans and transitioning service members for meaningful careers, providing entrepreneurship resources and expertise, and protecting reemployment rights. 3) Veterans Education – includes GI Bill assistance, retirement, financial aid counseling, loans, scholarships, tuition programs, learning skills preparation, and student Veterans organization support. 4) Veterans Financial Planning/Services – provided by ATC's Continuing Education Department, this customized course is a program curriculum component that includes compensation, consumer protection, budgetary, pension and tax counseling, unemployment services, and emergency assistance. FCVS@ATC program focuses on preparing transitioning military members for financial success and helping all Veterans obtain financial security and retirement planning knowledge for self-sustainability. 5) Veterans Legal Services – will be provided by our community partnership with Legal Aid, which will provide legal assistance, pro bono programs, legal clinics, judicial system programs, service records, identification cards, military awards, and discharge reviews. The FCVS@ATC program focuses on access to legal resources to assist with medical challenges, disability benefits, reemployment rights, debt collection, housing, criminal matters, license restoration, and family law - to provide comprehensive services to families and military-connected members of our veteran students as they transition from the military to civilian life after their service.

Education and employment play crucial roles in contributing to a veteran's health and wellness in several ways: **Financial Stability:** Education and employment provide veterans with stable incomes, reducing financial stressors that can adversely affect mental and physical health. Financial stability enables access to healthcare, healthy food, and other essentials, promoting overall well-being. **Sense of Purpose:** Pursuing education and meaningful employment can instill a sense of purpose and fulfillment in veterans' lives. Having goals to work towards and a sense of achievement from completing educational milestones or excelling in a job can positively impact mental health and self-esteem. **Social Connections:** Education and employment opportunities often involve interactions with peers, colleagues, and mentors, fostering social connections and support networks. These social interactions can reduce feelings of isolation and loneliness, which are common among veterans transitioning to civilian life. **Access to Healthcare Benefits:** Many educational institutions and employers offer healthcare benefits as part of their compensation packages. Access to healthcare services can ensure timely medical care, preventive screenings, and treatment for any health issues, promoting overall wellness. **Skill Development:** Education and employment opportunities provide veterans with opportunities to develop new skills and expertise. Learning new skills can enhance cognitive function, boost confidence, and increase resilience, all of which are essential for maintaining good mental and emotional health. **Routine and Structure:** Education and employment provide veterans with a daily routine and structure, which can be beneficial for mental health. Having a schedule to follow and responsibilities to fulfill can provide a sense of stability and purpose, reducing the risk of depression

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and anxiety. **Programs, Services, and Campus Culture:** ATC has been intentional in its approach and design of all Veteran Department programming to ensure the campus is "veteran-friendly," entailing a variety of factors such as support, admissions, funding, communication, and services. There is tremendous diversity and inclusion (DI) in framing ATC's veteran-friendly programs across the academic institution. ATC has created a culture of trust and connectedness across the campus community to promote the well-being and success of veterans. The three core elements of design activities include 1)Creating Successful Programs: Top-Down Support, Central Point of Contact, Veteran-Specific Space, Identifying Student Veterans, and Student Veteran Organization. 2) Academic Support: Veterans Orientation, Staff and Faculty Training, Opening Lines of Communication, Academic Preparation and Tutoring, Veteran-Specific Courses. 3) Campus Culture: Campus Life, Engaging Student Veterans, Housing Information.

Approach #1-Education: ATC is part of the Technical College System of Georgia (TCSG). Given this, the FCVS@ATC program seeks to enhance the academic power of technical education services offered to increase further the capacity of educational, training, and employment efforts for veterans and military-connected individuals in Fulton County. Of our current veteran student population, 47% reside in Fulton County. There will be no duplication or over-saturation of services; instead, there is a chance to expand and sustain ATC's technical college education model as a "Bridge Program" for veterans and military-connected individuals – with a laser focus on those being impacted by homelessness. Designed as a blended program model, FCVS@ATC incorporates a) Career Pathways and b) Alternative Pathways Program (APP) by preparing those who lack adequate basic skills to enter and succeed in post-secondary education and workforce training, leading to career-path employment. FCVS@ATC is a scaffolding education and training that drives successful program completion and job placement outcomes. FCVS@ATC incorporates six "program pillars" that APPs need to optimize as best practices to serve the veterans effectively. This program ensures sustainability, access, quality education, training, and employment services for a disenfranchised and low-income population. FCVS@ATC explicitly prepares veterans and military-connected individuals for validated in-demand workforce opportunities. **Approach #2:** Center for Workforce Innovation: The Student Experience for FCVP@ATC mirrors that of all ATC CWI students, offering a promising solution to employment barriers faced by veterans and military-connected individuals, frequently low-income adults reintegrating into our communities. ATC will leverage its Center for Workforce Innovation (CWI) as the central component of the FCVS@ATC program design (see illustration below). The CWI focuses on preparing students to enter careers that meet local high-demand, rapidly changing workforce needs and lead to economic mobility. Atlanta Technical College has a 99 percent job placement rate, and a proven track record in removing barriers to access and success, helping students succeed. **Outreach and recruitment strategies include:** 1) Maintaining relationships with Veteran-Focused Groups; 2) Participating in career events near military installations and on campus; 3) Engaging in career fairs and community information sessions; 4) Supporting military events and utilizing word-of-mouth marketing; 5) Collaborating with off-campus organizations like local VA branches and the Association of the United States Army; and 6) Targeted recruitment efforts at military bases, transit homes, and Veteran Hospitals. These strategies ensure student access to essential resources for successful

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college completion and future employment. **Staffing Pattern:** The FCVS@ATC program will be staffed by two designated team members: a Program Coordinator and a Academic Support Specialist. The Program Coordinator will oversee partnerships, policies, and reporting, ensuring alignment with ATC guidelines. The Veterans Academic Support Specialist will serve as a single point of contact, facilitating student navigation of college experiences, managing data entry, and fostering employer engagement.

As an added value component, leveraging Mental Health Counseling services established through the college's Health and Public Safety Technologies Division – Healthcare Program with Fulton County and other community-based partners, provides our students with access to individual and group counseling sessions, and crisis intervention services, to address veterans' unique mental health needs. This integrated value component has been added due to the insufficient grant funding amount allotted to hire a part-time employee at the industry-established salary range. Atlanta Technical College has decided to modify its application to leverage community partnerships, proving more cost-effective. By collaborating with Fulton County and other community-based partners, the college's Health, and Public Safety Technologies Division – Healthcare Program now provides mental health counseling services. This initiative offers students, including veterans, access to individual and group counseling sessions, as well as crisis intervention services addressing their unique mental health needs. The original amount requested will be reallocated to direct services, thereby providing the ability for the college to increase the number of veteran students being served by this program from 50 to 75, and provide more emergency, basic needs, academic and retention incentives for completions, and housing support to its veteran students.

Designation of CSP Funds:

Based on the awarded amount of **$100,000.00,** 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.) ,

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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.)	$5,000.00
Operational	$1,000.00
Direct Services	$94,000.00
Total	$100,000.00

Explanation of Funding Details:

VSP Funding Requested Administrative(5% Admin max of funds awarded.)	$5,000.00	Senior-level program oversight, compliance monitoring, and financial management.
Operational	$1,000.00	Program Supplies
Direct Services	$94,000.00	Emergency wraparound supportive services and academic retention support (ie. food, housing, tuition, fees, books, equipment, uniforms, technology

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		assistance, credential attainment incentives, Health Wellness, retirement planning, and workforce readiness training, digital literacy training, incentives for completion of training, and lunch during training.
Totals		$100,000.00

Program Performance Measures:

Atlanta Technical College Foundation agrees to track and report program performance to the Fulton County Department of Community Development.

County Defined Performance Measure(s):

Children and Youth: Not Applicable

Disabilities: Not Applicable

Economic Stability: Not Applicable

Health and Wellness: Not Applicable

Homelessness: Not Applicable

Senior Services: Not Applicable

Veterans Services: Number of Veterans whose barriers to self-sufficiency are eliminated/ reduced; paths to self-sufficiency created...

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:

Veterans Services County defined performance measures:

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· Number of Veterans receiving referrals to behavioral health and other supportive services

· Number of Veterans connected to Veterans Disability Benefits

· Number of Veterans participating in programs focusing on Veterans, Family Members/Caregivers

· Number of potential instances of homelessness prevented

· Number of Veterans placed in Transitional Housing

· Number of Veterans whose barriers to self-sufficiency are eliminated/ reduced; paths to self-sufficiency created *(Increased income, access to cash or noncash mainstream benefits).*

Agency Defined Performance Measure(s):

Agency Defined Performance Measures

· Number of Veterans that attend at least two program-specific workshops

o 90% of participants will attend at least two program-specific workshops

§ Data Collection - Sign-in sheets from each workshop session

· Number of Veterans referred for external wraparound services

o 100% of participants reporting a need for external wraparound services will be referred

§ Data Collection - Referral documentation to the external partner verifying the service provided

· Number of Veterans that continue to further post-secondary education pursuits.

o 100% of participants desiring further post-secondary pursuits will be supported.

§ Data Collection -Documentation that substantiates further educational pursuits.

· Number of Veterans who complete GED requirements; Attainment of credentials in post-secondary training; Training Completions; Credentials obtained

· Number of Veterans placed in Living Wage Employment; receiving training/job development/employment support services which lead to self-sufficiency

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o 100% of graduates during the grant period will be referred to the Career Services Office for employment assistance and employment support services after credentials are received.

§ Data Collection - The Technical College System of Georgia has a very robust data collection system and provides outcomes reports to all Technical Colleges at the end of each semester.

Methodology and Specific Goals:

1. **Health and Wellness:**

· Methods: Conduct monthly informational sessions on mental health resources and bi-monthly information sessions on retirement (financial health), provide access to counseling services, and establish partnerships with mental health community resources.

· Goals: Increase awareness of mental health services among Veterans by 20% within the first six months. Achieve a 20% improvement in the overall physical and/or mental well-being of program participants within the first year.

2. **Homeless and Transitional Housing Assistance:**

· Methods: Establish a referral system for transitional housing support and collaborate with organizations offering Transitional or permanent housing solutions.

· Goals: Reduce the number of FCVS@ATC student veterans who report an issue of homelessness by 3% during the grant period. Increase access to stable housing for Veterans and their families by 20% within the granting period.

3. **Training/Job Development/Employment Services:**

· Methods: Offer access to internal training programs aligned with high-demand industries, provide job development initiatives, and involve Veterans in discussions with local businesses to create employment opportunities.

· Goals: Achieve a 10% increase in employment assistance rates and enhance economic self-sufficiency among Veterans attending ATC within the granting period.

4. **Wraparound Services for Veteran Students**:

· Methods: Establish a network of community resources, provide comprehensive support through referrals, and collaborate with external agencies to ensure a continuum of care.

· Goals: Strengthen support systems for veterans, military families and active military students by 10% thereby improving reintegration outcomes for returning citizen Veterans during the granting period.

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Major Milestones and Supporting Schedule:

1. **Health and Wellness:**

   · Months 1-6: Conduct monthly informational sessions on retirement and positive health and wellness behaviors; hire p/t Mental Health Counselor and strengthen partnerships with mental health community resources.

   · Months 7-12: Evaluate outreach, engagement, and awareness levels among veteran students; survey improvements in knowledge of physical and mental well-being behavior.

2. **Homeless and Transitional Housing Assistance:**

   · Months 1-6: Strengthen referral system; provide temporary housing assistance referral as need is reported.

   · Months 7-12: Assess reduction in homeless Veterans; evaluate the effectiveness of housing solutions.

3. **Training/Job Development/Employment Services:**

   · Months 1-6: Introduce and provide academic advisement according to internal training programs of study selection; initiate job readiness and development initiatives.

   · Months 7-12: Measure the increase in employment rates and economic self-sufficiency of participants.

4. **Wraparound Services for Veteran Students:**

   · Months 1-6: Develop a network of community resources (internal and external); provide comprehensive support and integration.

   · Months 7-12: Through feedback surveys monitor support system strengthening; evaluate reintegration outcomes for returning citizen Veterans as reported.

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.

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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

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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 **$100,000.00.**

(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,

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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.

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(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:

Atlanta Technical College Foundation
1560 Metropolitan Parkway, SW
Atlanta, Georgia 30310

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

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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

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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.

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Contractor acknowledges that **Atlanta Technical College Foundation**, 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,

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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:

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(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.

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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.

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STATE OF GEORGIA

COUNTY OF FULTON

FORM F: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services[1] under a contract with **[insert name of prime contractor (Agency)]** Atlanta Technical College Foundation, 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.

46294
EEV/Basic Pilot Program* User Identification Number

Atlanta Technical College Foundation, Inc.
Name of Contractor (Agency)

Shannon Georgecink
BY: Authorized Signature of Officer or Agent of Contractor

Executive Director
Title of Authorized Officer or Agent of Contractor of Contractor

Shannon Georgecink
Printed Name of Authorized Officer or Agent of Contractor

Sworn to and subscribed before me this 27th day of February, 2024.

Notary Public LaKeisha Andrea Walker

County: Fulton

Commission Expires: August 13, 2024

LA KEISHA ANDREA WALKER NOTARY PUBLIC FULTON COUNTY GEORGIA MY COMMISSION EXPIRES AUGUST 13, 2024

[1]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.

[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].

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STATE OF GEORGIA

COUNTY OF FULTON

FORM G: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT

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

46294
EEV/Basic Pilot Program* User Identification Number of Subcontractor

Atlanta Technical College Foundation, Inc.
Name of Subcontractor (Individual/Agency)

Shannon A. Georgecink
BY: Authorized Signature Officer or Agent of Subcontractor

Executive Director
Title of Authorized Officer or Agent of Subcontractor

Shannon Georgecink
Printed Name of Authorized Officer or Agent of Subcontractor

Sworn to and subscribed before me this 27th day of February, 2024.

Notary Public: LaKeisha Andrea Walker

County: Fulton

Commission Expires: August 13, 2024

LA KEISHA ANDREA WALKER NOTARY PUBLIC FULTON COUNTY, GEORGIA MY COMMISSION EXPIRES AUGUST 13, 2024

[3]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.

[4]*[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].

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STATE OF GEORGIA
DEPARTMENT OF ADMINISTRATIVE SERVICES
CERTIFICATE OF INSURANCE

Name and Address of Agency	**Coverages Afforded By:**		
Department of Administrative Services Risk Management Services 200 Piedmont Avenue SE Suite 1220 West Tower Atlanta, Georgia 30334-9010	Company Letter	A	State of Ga. Risk Management Services
	Company Letter	B	Nationwide Casualty Company
Name and Address of Insured	Company Letter	C	
TCSG-Atlanta Technical College 1560 Metropolitan Parkway Atlanta,GA 30310	Company Letter	D	
	Company Letter	E	

This certificate is given as a matter of information only and confers no rights upon the certificate holder. 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 policy(ies) described herein is subject to all the terms, exclusions and conditions of such policy(ies). This certificate does not amend, extend or otherwise alter the coverages afforded by the policy(ies) described herein.

COMPANY LETTER	TYPES OF INSURANCE	POLICY NUMBER	POLICY EXPIRES	LIMITS APPLY SEPARATELY PER POLICY
A	COV. LIABILITY (GL, MEDICAL MALPRACTICE) A TORT CLAIMS LIABILITY POLICY. State agency or Authority is insured When sued in state courts.	TCP 401-14-25	6/30/2025	BODILY INJURY & PROPERTY DAMAGE & PERSONAL INJURY COMBINED
A	B EMPLOYEE LIABILITY POLICY. Employee is insured when sued Individually. C STATE AUTHORITY POLICY. Coverage applies when Authority. is sued in federal court	CGL 401-14-25	6/30/2025	PER PERSON $1,000,000 AGGREGATE $3,000,000 OCCURRENCE POLICIES (X)
A	Contractual and/or Additional Insured Coverage applies to Certificate Holder if policy A ____ B ____ C ____ is checked			
	COV. AUTOMOBILE LIABILITY COVERAGE D Owned, rented, and non-owned automobiles when Agency or Authority is sued in state court or employee is sued in federal court	TCP 401-14-25	6/30/2025	C.S.L PER PERSON $1,000,000 AGGREGATE $3,000,000
	E Physical Damage Coverage			___ Other than Coll. 500 Ded. ___ Coll. 500 Ded.
	F Excess Authority Coverage when Authority is sued in federal court G Excess Contractual and /or additional insured coverage when certificate holder is sued in federal or state court yes ____ no ____			LIMITS SHOWN INCLUDE THE LIMITS OF LIABILITY SHOWN UNDER COVERAGES C-D FOR AUTHORITIES ONLY SINGLE LIMIT LIABILITY:
A	H WORKER'S COMP. COVERAGE	SELF-INSURED	NONE	STATUTE
B	COV. MISC. COVERAGE I Property J Other Fidelity Bond	**FCO2308758**	**6/30/2025**	**$50,000,000**

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES
Contractual Liability is NOT provided and the Certificate Holder is NOT an additional insured. Coverage applies to state employees while performing state assigned duties.

CANCELLATION:
In the event of cancellation of the policy(ies) described herein, Risk Management Services will endeavor to provide 30 days written notice to the certificate holder, however Risk Management Services assumes no legal responsibility for failure to do so.

NAME AND ADDRESS OF CERTIFICATE HOLDER		DATE ISSUED: **06/06/2024**
TO WHOM IT MAY CONCERN		 AUTHORIZED REPRESENTATIVE

Docusign Envelope ID: 52C820F6-A0BD-4B75-8CCA-F26E7A0D23DA

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

OWNER:

FULTON COUNTY, GEORGIA

DocuSigned by:
Robert L. Pitts
BA715B1A26544E7...

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST:

DocuSigned by:
Tonya R. Grier
EEC476C4837648D...

Tonya R. Grier
Clerk to the Commission

DocuSigned by:

(Affix County Seal)

APPROVED AS TO FORM:

DocuSigned 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

CONTRACTOR:

VENDOR NAME **Atlanta Technical College Foundation**

DocuSigned by:
Shannon Georgecink
D4150D9EB1C2459...

Name of Signatory: Shannon Georgecink
Title of Signatory: Executive Director

Authorized Signature

ATTEST:

DocuSigned by:
Victoria Seals
374C284D313E4A6...

Name of 2nd Signatory: **Dr. Victoria Seals**
Title of 2nd Signatory: **President**

Second Authorized Signature

(Affix Corporate Seal, if applicable)

Please select RM or 2ND RM from the checkbox

RM **X** **2ND RM**

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

DocuSign

Certificate Of Completion

Envelope Id: 52C820F6A0BD4B758CCAF26E7A0D23DA
Status: Completed
Subject: Please DocuSign: 2024 CCSP Contract-Atlanta Technical College Foundation-BOC Agenda#24-0350
Parcel ID:
Employee Name:
Source Envelope:
Document Pages: 29
Certificate Pages: 7
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Signatures: 6
Initials: 0
Stamps: 1

Envelope Originator:
Cherie Williams
141 Pryor Street
Purchasing & Contract Compliance, Suite 1168
Atlana, GA 30303
Cherie.Williams@fultoncountyga.gov
IP Address: 136.55.230.223

Record Tracking

Status: Original
7/16/2024 11:18:05 AM
Security Appliance Status: Connected
Storage Appliance Status: Connected

Holder: Cherie Williams
Cherie.Williams@fultoncountyga.gov
Pool: StateLocal
Pool: Fulton County Government

Location: DocuSign

Location: DocuSign

Signer Events	Signature	Timestamp
Shannon Georgecink sgeorgecink@atlantatech.edu Security Level: Email, Account Authentication (None)	DocuSigned by: Shannon Georgecink D4150D9EB1C2459... Signature Adoption: Pre-selected Style Using IP Address: 72.162.240.240	Sent: 7/16/2024 11:24:24 AM Resent: 7/17/2024 12:37:20 PM Viewed: 7/17/2024 12:37:53 PM Signed: 7/17/2024 12:38:23 PM
Electronic Record and Signature Disclosure: Accepted: 6/30/2022 12:09:25 PM ID: 3c0582a6-dfcd-4d13-a03e-90583e10e9b1		
Victoria Seals vseals@atlantatech.edu President Atlanta Technical College Security Level: Email, Account Authentication (None)	DocuSigned by: Victoria Seals 374C284D313E4A6... Signature Adoption: Pre-selected Style Using IP Address: 172.56.68.181	Sent: 7/17/2024 12:38:25 PM Viewed: 7/17/2024 2:43:29 PM Signed: 7/17/2024 2:52:49 PM
Electronic Record and Signature Disclosure: Accepted: 7/17/2024 2:43:29 PM ID: 6aebbc00-fd0a-424c-9636-f5e23290a20f		
Mark Hawks2 mark.hawks@fultoncountyga.gov Chief Assistant Purchasing Agent Purchasing and Contract Complliance Security Level: Email, Account Authentication (None)	**Completed** Using IP Address: 45.20.200.178	Sent: 7/17/2024 2:52:51 PM Viewed: 7/17/2024 3:00:42 PM Signed: 7/17/2024 3:00:46 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Stanley Wilson Stanley.Wilson@fultoncountyga.gov Director Stanley Wilson Security Level: Email, Account Authentication (None)	DocuSigned by: Stanley Wilson 5E4D76DFB4A0450... Signature Adoption: Pre-selected Style Using IP Address: 76.209.103.30	Sent: 7/17/2024 3:00:49 PM Viewed: 7/18/2024 11:37:12 AM Signed: 7/18/2024 11:37:16 AM

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: 24.99.91.51	Sent: 7/18/2024 11:37:19 AM Viewed: 7/19/2024 10:02:51 AM Signed: 7/19/2024 10:04:36 AM
Electronic Record and Signature Disclosure: Accepted: 7/19/2024 10:02:51 AM ID: 6f92318c-d68f-447c-abed-3f67f6943861		
David Lowman David.Lowman@fultoncountyga.gov Security Level: Email, Account Authentication (None)	DocuSigned by: David Lowman 0EC92EDADEFB4B8... Signature Adoption: Pre-selected Style Using IP Address: 47.36.19.90	Sent: 7/19/2024 10:04:39 AM Viewed: 7/19/2024 10:05:48 AM Signed: 7/19/2024 10:09:45 AM
Electronic Record and Signature Disclosure: Accepted: 7/19/2024 10:05:48 AM ID: 319b1b23-8a89-4f8a-9e2b-a7e756cff14c		
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: 7/19/2024 10:09:48 AM Viewed: 7/22/2024 1:02:57 PM Signed: 7/22/2024 1:03:39 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: 7/22/2024 1:03:42 PM Viewed: 7/22/2024 1:26:49 PM Signed: 7/22/2024 1:27:02 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: 74.174.59.10	Sent: 7/22/2024 1:27:05 PM Viewed: 7/22/2024 2:58:13 PM Signed: 7/22/2024 2:58:28 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 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	**Completed** Using IP Address: 45.20.200.178	Sent: 7/22/2024 2:58:31 PM Viewed: 7/24/2024 2:12:31 PM Signed: 7/24/2024 2:12:36 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: 7/16/2024 11:24:22 AM
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: 7/16/2024 11:24:23 AM Resent: 7/24/2024 2:12:44 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: 7/16/2024 11:24:23 AM
Dian DeVaughn dian.devaughn@fultoncountyga.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 7/24/2024 2:12:41 PM Viewed: 7/24/2024 2:26:35 PM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	7/16/2024 11:24:23 AM
Certified Delivered	Security Checked	7/24/2024 2:12:31 PM

Envelope Summary Events	Status	Timestamps
Signing Complete	Security Checked	7/24/2024 2:12:36 PM
Completed	Security Checked	7/24/2024 2:12:41 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.

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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.

Docusign Envelope ID: FD006FAA-0F8A-4622-A33B-2BEB162EF5B5

CONTRACT DOCUMENTS

FOR

REQUEST FOR PROPOSAL 24RFP013124C-MH

2024 CONSOLIDATED COMMUNITY SERVICES PROGRAM

FOR

DEPARTMENT OF COMMUNITY DEVELOPMENT

OF

FULTON COUNTY, GEORGIA

Docusign Envelope ID: FD006FAA-0F8A-4622-A33B-2BEB162EF5B5

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 **Empowerment Resource Center, 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:

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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

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ARTICLE I - PARTIES AND TERM:

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

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

(c) Nothing contained in this Agreement shall be 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: Health and Wellness

CCSP Funding Priority(ies):

Children and Youth: Not Applicable

Disabilities: Not Applicable

Economic Stability: Not Applicable

Health and Wellness: Number of individuals connected to available resources to help mitigate illness and health disparities,Number of individuals receiving referrals to behavioral health and

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other supportive services

Homelessness: Not Applicable

Senior Services: Not Applicable

Veterans Services: Not Applicable

Empowerment Resource Center, Inc., Integrated Care Program (ICP 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
ERC Integrated Care Program	230 Peachtree Street NW, Suite 1800	Atlanta	Georgia	30303	4	2,3,4,5,6

Approach and Design:

Empowerment Resource Center, Inc., Integrated Care Program (ICP Program) will provide services to **20** clients that reside in Fulton County, with CCSP funding.

Empowerment Resource Center, Inc., will provide the following activities and services in Fulton County with CCSP funding:

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The Integrated Care Program (ICP) provides coordinated and multidisciplinary services for individuals with single or co-occurring MH and SA conditions and who are at risk of HIV and Hepatitis infection. Using Fulton County CSP funds, ERC will provide access to up to eight weeks of weekly behavioral health services for each individual client, based on their date of intake. The Intake Specialist will enroll clients and schedule psychosocial and physical assessments, case management appointments, psychiatry sessions, and individual and group sessions for mental health (MH) therapy services and substance abuse (SA) treatment and recovery services. A licensed BH therapist/counselor will conduct individual and group sessions for mental health (MH) therapy services and substance abuse (SA) treatment and recovery services. The Psychiatrist will provide consultation on the initial individualized BH diagnostic assessments and prescribe psychotropic medication for treatment, as needed. The Resource Specialist will develop and maintain a Client Resource Guide containing services that bridge service gaps for individuals, not only for housing, but also for academic education, childcare, vocational guidance, employment, health insurance navigation, smoking cessation, financial entitlements, and referrals to WorkSource Fulton/Atlanta that improve clients' quality of life. Finally, the Advanced Practice Registered Nurse (APRN) will conduct medical reviews of clients' bodily systems, complete nursing physical assessments of chronic and acute health conditions, administer HIV and hepatitis testing, and perform STI and drug screenings for clients. Clients will participate in the following ICP activities with a licensed therapist after a BH assessment: 1) development of an individualized treatment and recovery plan; 2) weekly one-on-one Intensive Outpatient Treatment; 3) three weekly group-level behavioral health treatment programs. skilled therapists will utilize trauma-informed care, and integrate motivational interviewing (MI) and Cognitive Behavioral Therapy (CBT) techniques to promote maximum well-being, resiliency, and recovery for participants. The therapist will provide strengths-based services and work with participants to develop a meaningful and progressive Individualized Resiliency Plan (IRP)/Individual Recovery and Resiliency Plan (IRRP), based on DSM-5R (Diagnostic and Statistical Manual of Mental Disorders) codes. The therapist will also provide periodic follow-up interactions designed to encourage and foster positive outcomes for both persons served and overall programming. Within two weeks of enrollment, the Psychiatrist will review the initial psychiatric evaluation/diagnostic assessment and manage psychotropic medication, when appropriate. Clients will participate in the following ICP activities with the APRN: 1) completion of a physical assessment, which includes a review of health systems and vitals; 2) increased access to HIV, STI, Hepatitis B and Hepatitis C testing and screening services; 3) linkages to HIV to primary care services at the on-site ERC Comprehensive Intervention Clinic; 4) increased access to influenza, MPOX, Hepatitis A and Hepatitis B immunization services; and 5) increased access to prevention education on Hepatitis, HIV, and

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STI risk reduction techniques and personalized risk reduction plan development. Upon enrollment in the program, each client will receive a physical assessment by an APRN, which includes a check of vital signs, including blood pressure, HIV and hepatitis testing, STI screenings, and drug screening. APRN will provide individualized HIV prevention and risk reduction counseling and service brokerage to community partners.

Designation of CSP Funds:

Based on the awarded amount of **$50,000.00,** 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.

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Cost Category	Designation of CCSP Funding Award
Administrative (5% Admin max of funds awarded.)	$2,500.00
Operational	$15,000.00
Direct Services	$32,500.00
Total	$50,000.00

Explanation of Funding Details:

Administrative expenses include 0.01 FTE of the CEO's salary to perform financial oversight of the ICP Program ($2,500.00). Operational expenses ($15,000.) include rent, umbrella insurance coverage, and program supplies. Rent ($13,700.00): 3.5% of annual facilities rent ($384,000.00) used for behavioral health services to be performed by 0.05 FTE (39.0 total ERC FTE 0.198/39.0 = 0.05%) plus a 3.0% fixed community shared space allocation to minimize the risk of supplanting funds. Umbrella insurance coverage ($1,300) is required by Fulton County CSP. Direct services expenses ($32,500.00 or 0.198 FTE) include: a Psychiatrist ($312,000.00 at 0.072 FTE = $22,500.00) to perform individualized BH diagnostic assessments and prescribe psychiatric medication and treatment; a Resource Specialist ($135,000 at 0.05 FTE = $6,750.00) to develop and maintain a resource guide containing services that bridge service gaps for individuals, not only for housing, but also for academic education, childcare, vocational guidance, employment, health insurance navigation, smoking cessation, financial entitlements, and referrals to WorkSource Fulton/Atlanta that improve clients' quality of life; and an Intake Specialist ($50,000.00 at 0.065 FTE = $3,250.00) to schedule psychosocial and physical assessments, case management appointments, and individual and group sessions for mental health (MH) therapy services and substance abuse (SA) treatment and recovery services.

Program Performance Measures:

Empowerment Resource Center, Inc. agrees to track and report program performance to the Fulton County Department of Community Development.

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County Defined Performance Measure(s):

Children and Youth: Not Applicable

Disabilities: Not Applicable

Economic Stability: Not Applicable

Health and Wellness: Number of individuals connected to available resources to help mitigate illness and health disparities,Number of individuals receiving referrals to behavioral health and other supportive services

Homelessness: Not Applicable

Senior Services: Not Applicable

Veterans Services: Number of Veterans connected to available resources to prevent suicide, help mitigate illness, and health disparities ,Number of Veterans receiving referrals to behavioral health and other supportive services

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:

By December 31, 2024, ERC will serve a minimum of 20 Fulton County residents with SA and/or co-occurring SA and MH disorders, at high risk for or living with HIV and/or viral hepatitis, ages 18 and older, residing in Fulton County Commission Districts 2, 3, 4, 5, and 6, with incomes at or below the federal poverty limit, based on their date of intake. Under ICP, these residents will receive individual and group-level Intensive Outpatient Treatment. ICP Program services will be documented in ERC's Greenway electronic health records system (EHR) through the use of intake documents, case notes, HIV Test Forms, and Client Demographic Forms. These data collection tools will be used to evaluate the impact of our program, and allow ERC to demonstrate the following County defined performance metrics: (1) 20 residents will receive behavioral health and other supportive services; (2) 20 individuals will be connected to available resources to help mitigate illness and health disparities; (3) 98% of participants will develop individualized SA treatment plans to improve their overall quality of life; (4) 20 residents will be offered free HIV

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testing and hepatitis screening and increase knowledge around reducing the risk of acquiring or transmitting HIV; and (5) 20 Fulton County residents will be offered a flu vaccine.

Agency Defined Performance Measure(s):

ERC will use the following agency-defined performance metrics: (1) 95% of clients will receive Hepatitis, HIV, and Sexually Transmitted Infections prevention education and risk reduction counseling to minimize disease transmission; (2) 90% of newly diagnosed people living with HIV will achieve viral suppression; and (3) 90% of clients, unless previously diagnosed, will learn their HIV and hepatitis status to minimize disease transmission and mitigate illness and health disparities.

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).

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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

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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 **$50,000.00.**

(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

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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

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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:

Empowerment Resource Center, Inc.
230 PEACHTREE STREET NW 1800
Atlanta, Georgia 30303

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

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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

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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 **Empowerment Resource Center, 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

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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

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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

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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.

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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.

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STATE OF GEORGIA

COUNTY OF FULTON

FORM F: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services[1] under a contract with **[insert name of prime contractor (Agency)]** Empowerment Resource Center, 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.

181513
EEV/Basic Pilot Program* User Identification Number

Empowerment Resource Center, Inc.
Name of Contractor (Agency)

BY: Authorized Signature of Officer or Agent of Contractor

Chief Executive Officer
Title of Authorized Officer or Agent of Contractor of Contractor

Jacqueline Brown
Printed Name of Authorized Officer or Agent of Contractor

Sworn to and subscribed before me this 16th day of February, 2024.

Notary Public: Samella T. Edwards

County: Fulton

Commission Expires: 7/6/2025

SAMELLA T EDWARDS NOTARY PUBLIC FULTON COUNTY, GEORGIA

[1] 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.

[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]

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STATE OF GEORGIA

COUNTY OF FULTON

FORM G: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT

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

181513

EEV/Basic Pilot Program* User Identification Number of Subcontractor

Not applicable

Name of Subcontractor (Individual/Agency)

BY: Authorized Signature Officer or Agent of Subcontractor

Not applicable

Title of Authorized Officer or Agent of Subcontractor

Not applicable

Printed Name of Authorized Officer or Agent of Subcontractor

Sworn to and subscribed before me this 16th day of February, 2024.

Notary Public: Samella J. Edwards

County: Fulton

Commission Expires: 7/6/2025

SAMELLA T EDWARDS NOTARY PUBLIC FULTON COUNTY, GEORGIA

[3] 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.

[4]*[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].

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ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/24/2024

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	CONTACT NAME: Progressive Commercial Lines Customer and Agent Servicing	
Progressive Insurance PO Box 94739, Cleveland, OH 44101	PHONE (A/C, No, Ext): 1-800-444-4487	FAX (A/C, No):
	E-MAIL ADDRESS: progressivecommercial@email.progressive.com	
	INSURER(S) AFFORDING COVERAGE	**NAIC #**
	INSURER A : Progressive Mountain Insurance Company	35190
INSURED	INSURER B :	
EMPOWERMENT RESOURCE CENTER INC 230 PEACHTREE ST. NW STE 1800 ATLANTA, GA 30303	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 269162312619783644D062424T185233 **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	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
A	**AUTOMOBILE LIABILITY**						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	☐ ANY AUTO							
	☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS	Y	N	01774717	08/08/2023	08/08/2024	BODILY INJURY (Per person)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	☐ **UMBRELLA LIAB** ☐ OCCUR						EACH OCCURRENCE	$
	☐ **EXCESS LIAB** ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						☐ PER STATUTE ☐ OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBEREXCLUDED? ☐	N / A					E.L. EACH ACCIDENT	$
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$
A	See ACORD 101 for additional coverage details.	Y	N	01774717	08/08/2023	08/08/2024	$	

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

CERTIFICATE HOLDER

Fulton County Government
141 Pryor Street SW
ATLANTA, GA 30303

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Mark Pruett

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EMPORES-01 LESMITH

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/26/2024

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	CONTACT NAME:	
Manry Heston 2109 LaVista Executive Park Tucker, GA 30084	PHONE (A/C, No, Ext): (770) 939-3231	FAX (A/C, No): (770) 939-8978
	E-MAIL ADDRESS: lsmith@manryheston.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : United States Liability Insurance Company	25895
INSURER B : Travelers Property Casualty Company of America	25674
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Empowerment Resource Center, Inc.
230 Peachtree Street NW
Suite 1800
Atlanta, GA 30303

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			XL1629560A	7/12/2023	7/12/2024	EACH OCCURRENCE	$ 1,000,000
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$ 1,000,000
	☐ DED X RETENTION $ 0							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N	N / A		6JUB-0W92816-8-24	4/2/2024	4/1/2025	X PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

Umbrella:
General Liability is the only underlying policy on the Umbrella policy. The Umbrella does not extend to the Workers Compensation policy.

"This Certificate of Insurance represents coverage currently in effect and may or may not be in compliance with any written contract."

Please note due to directives received from the Georgia Department of Insurance we are no longer allowed to enter any special wording in the description of operations field on the certificate. The only wording that can be entered in this field is the wording for which it was intended "Description of
SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

Fulton County Government
141 Pryor St SW
Atlanta, GA 30303-3408

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Michael Mellars

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/24/2024

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	CONTACT NAME: Brian Jones	
CoverWallet, Inc. One Liberty Plaza, Suite 3201 New York, NY 10006	PHONE (A/C, No, Ext): (646) 844-9933	FAX (A/C, No):
	E-MAIL ADDRESS: customer.service@coverwallet.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Evanston Insurance Company	35378
INSURED Empowerment Resource Center Inc 230 Peachtree Street Atlanta, GA, 30303	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY X CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:	X		SM-P-1213653	05/18/2024	05/18/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 50,000 $ 5,000 $ 1,000,000 $ 3,000,000 $ 3,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N ☐ (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					☐ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
A	Professional Liability	X		SM-P-1213653	05/18/2024	05/18/2025	Each Claim: $1,000,000 Aggregate: $3,000,000	

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

Certificate holder is included as additional insured with respect to the Commercial Package per the policy's terms and conditions.

CERTIFICATE HOLDER

Fulton County Government
141 Pryor St SW
Atlanta, GA, 30303

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Margaret M. Reff

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

OWNER:

FULTON COUNTY, GEORGIA

DocuSigned by:
Robert L. Pitts
BA715B1A26544E7...

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST:

DocuSigned by:
Tonya R. Grier
EEC476C4837648D...

Tonya R. Grier
Clerk to the Commission

DocuSigned by:

(Affix County Seal)

CONTRACTOR:

VENDOR NAME **Empowerment Resource Center, Inc.**

DocuSigned by:
Jacqueline Brown
B2CAC905E9C74E2...

Name of Signatory: Jacqueline Brown
Title of Signatory: Chief Executive Officer

Authorized Signature

ATTEST:

DocuSigned by:
Karla Porch
68A02F8AAA6645D...

Name of 2nd Signatory: **Karla Porch**
Title of 2nd Signatory: **Director of Business Development**

Second Authorized Signature

(Affix Corporate Seal, if applicable)

APPROVED AS TO FORM:

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

DocuSign

Certificate Of Completion

Envelope Id: FD006FAA0F8A4622A33B2BEB162EF5B5
Status: Completed
Subject: Please DocuSign: 2024 CCSP Contract-Empowerment Resource Center, Inc.-BOC Agenda#24-0350
Parcel ID:
Employee Name:
Source Envelope:
Document Pages: 26
Signatures: 6
Certificate Pages: 7
Initials: 0
AutoNav: Enabled
Stamps: 1
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Envelope Originator:
Cherie Williams
141 Pryor Street
Purchasing & Contract Compliance, Suite 1168
Atlana, GA 30303
Cherie.Williams@fultoncountyga.gov
IP Address: 136.55.230.223

Record Tracking

Status: Original
7/15/2024 3:58:21 PM
Holder: Cherie Williams
Cherie.Williams@fultoncountyga.gov
Location: DocuSign

Security Appliance Status: Connected
Pool: StateLocal

Storage Appliance Status: Connected
Pool: Fulton County Government
Location: DocuSign

Signer Events	Signature	Timestamp
Jacqueline Brown jbrown@erc-inc.org Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 7/16/2024 5:37:51 PM ID: b57c9212-7958-40a9-ab97-efc56d84851b	DocuSigned by: Jacqueline Brown B2CAC905E9C74E2... Signature Adoption: Pre-selected Style Using IP Address: 38.32.168.154	Sent: 7/15/2024 4:03:48 PM Viewed: 7/16/2024 5:37:51 PM Signed: 7/16/2024 5:41:34 PM
Karla Punch kporch@erc-inc.org Director of Business Development Empowerment Resource Center Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 7/17/2024 1:27:32 PM ID: 34498782-a651-4804-99e9-3d048b4c423f	DocuSigned by: Karla Punch 68A02F8AAA6645D... Signature Adoption: Pre-selected Style Using IP Address: 38.32.168.154	Sent: 7/16/2024 5:41:37 PM Resent: 7/17/2024 12:37:42 PM Viewed: 7/17/2024 1:27:32 PM Signed: 7/17/2024 1:37:18 PM
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	**Completed** Using IP Address: 45.20.200.178	Sent: 7/17/2024 1:37:21 PM Viewed: 7/17/2024 3:01:04 PM Signed: 7/17/2024 3:01:13 PM
Stanley Wilson Stanley.Wilson@fultoncountyga.gov Director Stanley Wilson Security Level: Email, Account Authentication (None)	DocuSigned by: Stanley Wilson 5E4D76DFB4A0450... Signature Adoption: Pre-selected Style Using IP Address: 76.209.103.30	Sent: 7/17/2024 3:01:16 PM Viewed: 7/18/2024 11:36:27 AM Signed: 7/18/2024 11:36:36 AM

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: 24.99.91.51	Sent: 7/18/2024 11:36:39 AM Viewed: 7/19/2024 10:13:25 AM Signed: 7/19/2024 10:16:32 AM
Electronic Record and Signature Disclosure: Accepted: 7/19/2024 10:13:25 AM ID: c8e9a0e6-48cf-42f4-8d2e-9550c97be8cf		
David Lowman David.Lowman@fultoncountyga.gov Security Level: Email, Account Authentication (None)	DocuSigned by: David Lowman 0EC92EDADEFB4B8... Signature Adoption: Pre-selected Style Using IP Address: 47.36.19.90	Sent: 7/19/2024 10:16:34 AM Viewed: 7/19/2024 10:26:09 AM Signed: 7/19/2024 10:28:23 AM
Electronic Record and Signature Disclosure: Accepted: 7/19/2024 10:26:09 AM ID: 36b57658-5b82-461e-bd48-c997b9ceae77		
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: 7/19/2024 10:28:26 AM Viewed: 7/22/2024 1:56:25 PM Signed: 7/22/2024 1:57:07 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: 7/22/2024 1:57:10 PM Viewed: 7/22/2024 2:27:56 PM Signed: 7/22/2024 2:28:02 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: 74.174.59.10	Sent: 7/22/2024 2:28:04 PM Viewed: 7/22/2024 3:06:14 PM Signed: 7/22/2024 3:06:22 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 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	**Completed** Using IP Address: 45.20.200.178	Sent: 7/22/2024 3:06:25 PM Viewed: 7/24/2024 2:13:06 PM Signed: 7/24/2024 2:13:12 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: 7/15/2024 4:03:46 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: 7/15/2024 4:03:46 PM Resent: 7/24/2024 2:13:22 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: 7/15/2024 4:03:47 PM
Dian DeVaughn dian.devaughn@fultoncountyga.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 7/24/2024 2:13:16 PM Viewed: 7/24/2024 2:35:47 PM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	7/15/2024 4:03:47 PM
Certified Delivered	Security Checked	7/24/2024 2:13:06 PM

Envelope Summary Events	Status	Timestamps
Signing Complete	Security Checked	7/24/2024 2:13:12 PM
Completed	Security Checked	7/24/2024 2:13:17 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.

Docusign Envelope ID: 64C4DF96-33A3-448A-83DC-42A8D222A370

FULTON COUNTY

CONTRACT DOCUMENTS

FOR

REQUEST FOR PROPOSAL 24RFP013124C-MH

2024 CONSOLIDATED COMMUNITY SERVICES PROGRAM

FOR

DEPARTMENT OF COMMUNITY DEVELOPMENT

OF

FULTON COUNTY, GEORGIA

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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 **Atlanta Court Appointed Special Advocates (CASA), 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:

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ARTICLE I - PARTIES AND TERM:

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

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

(c) Nothing contained in this Agreement shall be 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

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Homelessness: Not Applicable

Senior Services: Not Applicable

Veterans Services: Not Applicable

Atlanta Court Appointed Special Advocates (CASA), Inc., Atlanta Court Appointed Special Advocates (CASA), Inc Child and Family Advocacy 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
Atlanta Court Appointed Special Advocates (CASA), Inc	395 Pryor Street, Ste 4116	Atlanta	GA	30312	5	1,2,3,4,5,6

Approach and Design:

Atlanta Court Appointed Special Advocates (CASA), Inc., Atlanta Court Appointed Special Advocates (CASA), Inc Child and Family Advocacy Program will provide services to **70** clients that reside in Fulton County, with CCSP funding.

Atlanta Court Appointed Special Advocates (CASA), Inc., will provide the following activities and services in Fulton County with CCSP funding:

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APPROACH AND DESIGN

Atlanta Court Appointed Special Advocates (CASA) Inc. Child and Family Advocacy (CFA) Program will provide services to 20 clients that reside in Fulton County with CSP funding. Atlanta Court Appointed Special Advocates (CASA) Inc. will provide the following activities and services in Fulton County with CSP funding. Fulton County is one of Georgia counties with a high number of abused and neglected children in foster care.

Atlanta CASA is established to change the trajectory of child victims through advocacy. Established in 1995, the Atlanta CASA advocacy program recruits, trains and supervises community members to become the voice of child victims engaged in dependency judicial proceedings. By advocating in the best interest of these foster children, the CASA volunteer is able to ensure the safety and justice of the child. The CASA Volunteer is responsible for making recommendations on placement decisions, permanency and services, and case progress during court hearings; children receiving at least one in-person contact or virtual contact per month; and CASA volunteers maintaining contact with the children's family members and other parties involved in the safety and justice of the children. The CASA volunteer strives to improve the lives of abused and neglected children and their families through their advocacy by working towards a permanent and safe placement.

Atlanta CASA services are based on a national, standards-based, replicable model that uses screened and trained community volunteers to provide individualized advocacy for children and families involved in juvenile court dependency proceedings as the result of abuse and neglect. Both federal and state law recognize and codify the appointment of CASA Volunteers as Guardian ad Litems in juvenile court dependency proceedings. The proposed service plan of the practice or strategy that will be used in the delivery are:

- Initial Assessment and Service Plan: Evaluation of the child and family needs and circumstances related to the dependency, to assist in determining what is in the best interest of the child(ren).
- Court Hearings: Court appearances by volunteer and Advocacy Coordinators that involve an update to the court through CASA reports and/or verbal testimony that provide information on developments of changes in the child's situation and family members and ensure that appropriate motions are filed on behalf of the child.
- Child Contacts: Ongoing, quality, monthly, face-to-face and virtual contact between CASA volunteers, foster placement, DFCS case managers, attorneys, family

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members, extended family, teachers and children.

- The CASA program model, practices or strategies have been proven to be effective in helping children reunite with their families and other documented benefits including (a) multiple studies show that higher than 57% of cases represented in court were staffed with a CASA volunteer advocating for the families; (b) volunteers advocate for the best interest of a child independent of judges, attorneys, social workers, therapists, family members, etc.; and (c) judges and other child welfare professionals have a high satisfaction with the model; therefore it is used in hundreds of courtrooms nationally.

By providing the services the expected impact is a change in both the child and family member behaviors that result in one or more of the following measurable changes: (a) improved knowledge of child development, behavior management skills, parent-child interactions, caregiver health; (b) improved mental health of child and family; (c) reuniting of families; (d) change in abusive behavior; (e) improved economic conditions; (f) housing stability; and (g) improved healthy lifestyle.

The changes in knowledge, skills, beliefs, attitudes, intention, behavior, and circumstances helps to increase safety, permanency and well-being of children, improve family functioning and reduce the need for ongoing or future child protective services intervention. For instance, improving knowledge on child development and behavior management helps to stabilize the family environment and increases the child's permanency and improves family function. Similarly, improving mental health, housing situations, and economic conditions help to improve the family's ability to function in a safe and stable environment. The changes combined are designed to improve healthy lifestyles and reduce the ongoing need for child protective services.

For the 2024 grant year, Atlanta CASA will continue to serve children in the Atlanta Judicial Circuit of the Fifth, Sixth and Seventh Judicial Districts which includes all of Fulton County, Georgia, the primary service areas. Fulton County encompasses 528.7 square miles and stretches over 70 miles from north to south. Thus, services will be made available in all Fulton County Districts (1,2,3,4,5,6). North Fulton includes the cities of Sandy Springs, Alpharetta, Roswell, Johns Creek, Milton, and Mountain Park. South Fulton consists of the suburban cities of College Park, East Point, Fairburn, Hapeville, Palmetto, Chattahoochee Hill Country, City of South Fulton, and Union City. The City of Atlanta lies between them.

Consultation and collaboration with stakeholders and community partners in the proposed service area include input from the Fulton County Juvenile Court Judges, child attorneys, and DFCS

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caseworkers. Atlanta CASA's main collaborating partners are people who work within the jurisdiction of Fulton County, Fulton County Juvenile Court Judges and staff, Fulton County DFCS Director and staff, and several service providers and businesses within the community. Our Volunteers are individuals who either live or work in Fulton County. The input from the stakeholders and community partners helps to determine the need for the Child and Advocacy program in Fulton County.

Atlanta CASA has over 16 years of past grant performance through local or federal resources that aim to implement programs that advocate for families and children who have been abused and neglected. Examples of performance history include Victims of Crime Act Assistance Grant Program (VOCA), Promoting Safe and Stable Families Program (PSSF), Georgia CASA and National CASA. Atlanta CASA is also supported by various local, state, and national foundations. Atlanta CASA continues to successfully meet the projects' deliverables. Total CSP funding requested will represent approximately 12.5% of Atlanta CASA's budget.

The expected impact of providing Atlanta CASA services is a change in both the child and family members' behaviors. In this effort, we support self-sufficiency and share in the responsibility of Fulton County to provide "a safe space where our most vulnerable populations can receive the care and community support, they need."

ACTIVITIES

Atlanta CASA's primary role is to provide direct services to children who have been abused, neglected, and are destined for the foster care system in Fulton County. All program activities help remove barriers that prevent access to services and promote healthy behaviors. These activities include educating the public through community awareness and outreach, recruiting qualified volunteers, and conducting specialized training focused on empowering volunteers. (1) Educate the public through community awareness and outreach. A comprehensive marketing and outreach campaign will be implemented that includes: (a) identifying the media methods, locations, and schedule to recruit volunteers; (b) host orientation and informational sessions at community partner sites; (c) implementing the campaign for social media and working with community partners. (2) Recruit qualified volunteers. Recruit volunteers through orientation and informational sessions at community partner sites. Screen volunteers to determine whether the volunteer qualifies for the program. (3) Train the volunteers. Candidates are required to complete an application and interview and, if approved, attend a rigorous 40-hour training session, including 8-10 hours of court observation. Once the volunteers have completed training, they are officially

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sworn-in by a Juvenile Court Judge as an officer of the court and mandated reporters and immediately assigned to a case. Most of Atlanta CASA's volunteers have at least completed some college, and during the interview process, it is asked for Volunteers to commit to at least 18 months with the program. The average CASA Volunteer stays with our program for approximately two years. Additionally, after their first anniversary of completing training, volunteers are required to complete 12 additional hours of in-service training. In-Service training can be any workshop, forum, or conference that will help improve their work as CASA Volunteers.

The Program Manager will be responsible for supervising the Advocacy Coordinators and overseeing the volunteers. The Volunteer Recruiter will be responsible for conducting outreach and recruiting volunteers. The Training Facilitators will be responsible for leading the training efforts.

The Advocacy Coordinators provide the volunteers with ongoing professional support, consultation, and supervision. The duties of the advocacy coordinators include: Identifying volunteer strengths and matching them to the case of an abused child; Providing background and contact information on children, families, and other parties with relevant information regarding the child's situation; Recommending alternative solutions in complicated cases; Editing written court reports, recommending community resources and referrals; Documenting the activities and progress of the cases; and serving as an in-house liaison to the juvenile court staff, DFCS, attorneys, and other professionals on the case.

CASA volunteers are the individuals primarily responsible for direct services and are essential to Atlanta CASA's success. The primary focus of the program is the core activities undertaken by volunteers, which include Conducting visits to the child (ren) on their case at least once a month. This face-to-face visit can occur at the foster home, school, during court, or in the community. Conducting interviews with other persons directly related to the case, including family members, mental health professionals, school staff, DFCS caseworkers, and foster parents. Helping staff attend Family Team Meetings, Judicial Panel Reviews, and Student Support/Individual Education Plan meetings and other meetings as requested or needed. Compiling a detailed report with recommendations for the court to review and make a sound judgment becomes an order. Recommending services coordinated with community resources, such as mentoring, counseling services, supervised visitation, financial relief services, transportation, and substance abuse treatment. Atlanta CASA often links with community resources such as Pathways, Oakhill Family Center, All About Developmental Disabilities (AADD), Fulton County Juvenile Court's Family Dependency Court Program, The Literacy Action Group, Catholic Charities, Independent Living Program, Atlanta Metropolitan College, and the Furniture Bank to satisfy the specific and ongoing

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needs of the family.

Training 20 volunteers will allow Atlanta CASA to provide an array of support services that will positively impact an additional 20 - children by addressing challenges in the court system and advancing the health, safety, and well-being of many Fulton County residents. We are confident in reuniting over 50% of children with their biological parents because we focus on identifying and removing the barriers to family reunification and recommending services to allow them to return home.

This program aligns with Fulton County's Strategic Priority Area, Health & Human Services. We share in the responsibility with Fulton County of the adoption of healthy behaviors, the availability and quality of the healthcare services, and the physical environment in which individuals and families live, work, and play. We are also committed to decreasing health disparities and increasing health equity by addressing the needs of children that have been abused, neglected, and are destined for the foster care system. Our programs and services are primarily associated with the following Health & Human Services objectives preventing illness by engaging in healthier behavior, preventing health disparities by educating residents, connecting them to available resources, and supporting 4. Support the vulnerable residents in our social services. These objectives are supported by the collaboration and referral system to support the children and their families. The goal is to reunify the child with the family. As such, multiple engagement strategies are used to help families remove barriers. The support includes (a) referrals to support agencies (drug addiction programs, housing, employment, etc.), (b) visits with parents, and (c) working with parents to ensure that they have access to services that help to remove barriers. These services are designed to help the family encourage healthy behavior, address health disparities, and connect families to needed resources.

COLLABORATIONS

Atlanta CASA has established linkages that provide both formal and informal support to families (community resources, services, and opportunities). Atlanta CASA volunteers can recommend many coordinated services with community resources, such as mentoring, counseling services, supervised visitation, financial relief services, transportation, and substance abuse treatment.

Atlanta CASA volunteers can recommend many coordinated services with community resources, such as mentoring, counseling services, supervised visitation, financial relief services, transportation, and substance abuse treatment. Atlanta CASA often relies on community partners

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to satisfy the specific and ongoing needs of the family. Some of these partners include: Fulton County Juvenile Court (FCJC), Fulton County Juvenile Court's Family Dependency Court Program, YouthSpark, Office of the Fulton County District Attorney, Pathways, All About Developmental Disabilities (AADD), The Literacy Action Group, Hands-On Atlanta, Independent Living Program (DFCS), Atlanta Metropolitan College, Clark Atlanta University, St. Leo College, John Marshall Law School, Georgia State University Child Well-Being Division, and The Furniture Bank of Metro Atlanta.

Atlanta CASA's goal is to work closely with the Georgia Division of Family and Children Services (DFCS) to avoid duplication of services or unnecessary interruption of services. For DFCS cases, all resources that benefit the family are discussed with the assigned case manager. Due to the DFCS's role as custodian of the child, all services must be approved by the assigned caseworker. Any resource recommendations we provide will be communicated to and approved by the caseworker. because DFCS is the de facto custodian of the child and is responsible for referring the family to resources, Atlanta CASA works to assist the caseworker. If any available DFCS services to the family conflict with other services being received and offered, Atlanta CASA will often recommend alternate resources with the consultation of DFCS. Our goal is to make sure services ordered by the Judge are received and continued if needed when the child is reunified with their family. Often DFCS is waiting for available funds to complete the application for services through The Furniture Bank, causing the child to linger in foster care. CASA would be able to pay the fee with funds from donations explicitly solicited for the use of paying The Furniture Bank. By coordinating with DFC

Designation of CSP Funds:

Based on the awarded amount of **$35,000.00,** 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.

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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.)	$0.00
Operational	$0.00
Direct Services	$35,000.00
Total	$35,000.00

Explanation of Funding Details:

Direct Service Personnel $35,000.00

Program Performance Measures:

Atlanta Court Appointed Special Advocates (CASA), Inc. agrees to track and report program performance to the Fulton County Department of Community Development.

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County Defined Performance Measure(s):

Children and Youth: Number of youth involved with or at risk for involvement with the Juvenile Justice System...,Number of youth/teens receiving referrals to behavioral health, evidence based programming/other supportive services

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:

The plan for evaluating the program is to conduct periodic evaluations of the program activities to ensure that the program reaches the target population, and it achieves the expected results. The significant milestones to be completed for this project are to advocate for 20 children with the support of 20 volunteers through placement, adoptions, guardianship, reunions. The key program measures focus on:

- Number of volunteers recruited and trained. By the end of the project period in December 2024, we will recruit 20 volunteers to advocate for 20 children. Data will be collected based on the list of volunteers screened, qualified, and then trained. Sources used to identify the list include the informational sign-in sheets, applications submitted, training attendance sheet.
- Number of clients served. By the end of the project period in December 2024, we will provide services to an additional 20 children, which will be supported by CSP funding. The estimate of 20 is based on working with 20 volunteers, which supports an average of 1 child. Data will be collected from client records, case management files, recruitment files, training enrollment and completion records, the number of children in court, and the Judge assigned to a volunteer.
- Quality. An assessment of whether the program met or exceeded expectations, complaints, positive feedback, number of volunteers. Feedback from families will be solicited through survey questionnaires and informal discussions. Families are asked to fill out a survey rating the effectiveness of CASA's services. The questionnaires will be used to identify improvement areas to provide improved quality and service that is more effective. The survey questions will focus on how helpful volunteers were, their

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knowledge of volunteers, and whether services were provided as expected. Feedback will also be solicited on the areas for improvement. By obtaining this feedback, the program will be able to make necessary adjustments to provide quality services. In addition to surveys sent out to families, Atlanta CASA is fortunate to have a database used to track each case's outcomes. This database allows the program to look at how long a child is in care, how long a volunteer works on a case, and the case closure rate.

- Satisfaction. An assessment of how satisfied were the stakeholders with the services provided. By the end of the project period in December 2024, we will have met or exceeded most stakeholders' satisfaction. Since Atlanta CASA's reputation relies heavily on "word of mouth," the referral sources and other stakeholders' feedback on the program is crucial. Surveys will be used to solicit feedback from referral sources and stakeholders. Atlanta CASA developed and began sending surveys to judges, attorneys, and other community partners. Survey results and case status are discussed in quarterly meetings. The program can determine the needed changes in staff development or potential volunteers' training using the collected data. This data helps with determining the type of in-service training we offer volunteers and staff. The surveys' results will be analyzed and used to identify unmet community needs, any gaps in the services provided by Atlanta CASA. The finding will also be used to improve the quality, effectiveness, and services provided to the target population. The surveys' results will help identify additional training needed for volunteers and staff or update the program's policies and objectives. The findings are shared with community partners to determine how we can collectively work more efficiently to expedite the permanency process for the children and families we serve.

The above describes the key performance measures' expected outcomes for the year. However, we will review progress periodically, particularly at the midpoint (June 2024) of the project period, to ensure that we are on track to achieve stated milestones.

Each child that participates in the program is assessed. As such, the measures will be determined by the assessment findings. The case manager and volunteer will work with the child and family members to identify resources to support and improve the academic and social-behavioral levels; and risk or level of involvement with the Juvenile Justice System. All activities are documented as part of the family's individualized service plan.

Agency Defined Performance Measure(s):

The Agency defined performance measures to report as defined by our strategic plan include:

- Within the next three to five years, Atlanta CASA goal is to increase our service rate of 94% of children in Fulton County DFCS care to serving 100%. The benefit of achieving this goal would be getting closer to our vision that every child in care has a CASA. During FY24, Atlanta CASA aims to enhance its recruitment plan such that more energetic and committed community members are actively serving.
- Ensure Atlanta CASA’s volunteer pre-service training prepares community members to effectively advocate for our client population. To achieve the goal of having committed volunteers, we will engage

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on-going training and activities that maximize volunteer preparedness, advocacy readiness and case assignment ensuring a pool of well-trained volunteers to advocate for the duration of their assigned cases (18 months). This includes increasing our capacity to serve children through volunteer supervision and retention. Improve volunteer retention. Serve 100% of children in care through volunteer retention while appreciating the volunteers.

The progress of the above agency goals will be reported on during the project period.

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**

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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

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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 **$35,000.00.**

(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

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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

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137 Peachtree Street, SW
Atlanta, Georgia 30303

To Contractor:

Atlanta Court Appointed Special Advocates (CASA), Inc.
395 Pryor Street SW 4116
Atlanta, Georgia 30312

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.

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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

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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 **Atlanta Court Appointed Special Advocates (CASA), 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

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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

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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

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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.

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STATE OF GEORGIA

COUNTY OF FULTON

FORM F: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services[1] under a contract with **[insert name of prime contractor (Agency)]** Atlanta Court Appointed Special Advocates (CASA), 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.

877865
EEV/Basic Pilot Program* User Identification Number

Atlanta CASA
Name of Contractor (Agency)

BY: Authorized Signature of Officer or Agent of Contractor

CEO
Title of Authorized Officer or Agent of Contractor of Contractor

Vanessa J. Payne
Printed Name of Authorized Officer or Agent of Contractor

Sworn to and subscribed before me this 6th day of February, 20 24.

Notary Public: Terry Bushell

County: Fulton

Commission Expires: 03/02/2027

[1]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.

[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].

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STATE OF GEORGIA

COUNTY OF FULTON

FORM G: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT

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

877865
EEV/Basic Pilot Program* User Identification Number of Subcontractor

N/A
Name of Subcontractor (Individual/Agency)

BY: Authorized Signature Officer or Agent of Subcontractor

CEO
Title of Authorized Officer or Agent of Subcontractor

Vanessa J. Payne
Printed Name of Authorized Officer or Agent of Subcontractor

Sworn to and subscribed before me this 6th day of February, 2024.

Notary Public: Terry Bushell

County: Fulton

Commission Expires: 03/02/2027

[3]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.

[4]*[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].

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/26/2024

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	CONTACT NAME: Casey Martin	
Turner, Wood, & Smith Agency, Inc. 1515 Community Way PO Box 1058 Gainesville GA 30503	PHONE (A/C, No, Ext): (770) 536-0161	FAX (A/C, No): (770) 536-1283
	E-MAIL ADDRESS: casey.martin@twsinsurance.com	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
ATLANTA COURT APPOINTED SPECIAL ADVOCATES (CASA), INC. 395 Pryor St SW Suite 4116 Atlanta GA 30312	INSURER A : Selective of South Caroline	19259
	INSURER B : Technology Insurance Co	42376
	INSURER C : USLI	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** CL2461739607 **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	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	S2583412	07/01/2024	07/01/2025	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 20,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 3,000,000
							PRODUCTS - COMP/OP AGG	$ 3,000,000
							Professional Liability	$ 1,000,000
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY	Y	Y	S2583412	07/01/2024	07/01/2025	COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	[X] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $	Y	Y	S2583412	07/01/2024	07/01/2025	EACH OCCURRENCE	$ 2,000,000
							AGGREGATE	$ 2,000,000
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		TWP44446160	07/01/2024	07/01/2025	[ ] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
C	Directors and Officers			NDO1590670B	07/01/2024	07/01/2025	Dir Ofcr Liab Lmt ea Act	$1,000,000
							Empl Practices Liab Ins	$1,000,000

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

Certificate Holder and/or Owner are Additional Insureds ATIMA when required by written contract with regards to General Liability, Auto Liability, and Umbrella Liability under Forms #CG7300 (06-22), #CA9809 (04-23), & #CXL515 (01-23); Coverage is Primary and Non-Contributory and Waiver of Subrogation applies to General Liability and Auto Liability.

CERTIFICATE HOLDER

Proof of coverage

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Casey Martin

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

OWNER:

FULTON COUNTY, GEORGIA

DocuSigned by:
Robert L. Pitts
BA715B1A26544E7...

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST:

DocuSigned by:
Tonya R. Grier
EEC476C4837648D...

Tonya R. Grier
Clerk to the Commission

(Affix County Seal)

DocuSigned by:

APPROVED AS TO FORM:

DocuSigned 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

CONTRACTOR:

Atlanta Court Appointed Special Advocates, Inc.

VENDOR NAME

DocuSigned by:
C2CBC5C29DA34DF...

Name of Signatory: Vanessa J. Payne

Title of Signatory: CEO

Authorized Signature

ATTEST:

DocuSigned by:
122BBC1DA80C40A...

Name of 2nd Signatory: **Terry Bushell**

Title of 2nd Signatory: **Program Administrator**

Second Authorized Signature

(Affix Corporate Seal, if applicable)

DocuSigned by:

Please select RM or 2ND RM from the checkbox

RM **X** **2ND RM**

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

DocuSign

Certificate Of Completion

Envelope Id: 64C4DF9633A3448A83DC42A8D222A370
Status: Completed
Subject: Please DocuSign: 2024 CCSP Contract-Atlanta Court Appointed Special Advocates Inc-BOC Agenda#24-0350
Parcel ID:
Employee Name:
Source Envelope:

Document Pages: 29
Certificate Pages: 7
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Signatures: 6
Initials: 0
Stamps: 2

Envelope Originator:
Cherie Williams
141 Pryor Street
Purchasing & Contract Compliance, Suite 1168
Atlana, GA 30303
Cherie.Williams@fultoncountyga.gov
IP Address: 136.55.230.223

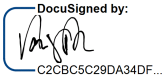
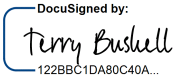
Record Tracking

Status: Original
7/15/2024 1:36:29 PM
Security Appliance Status: Connected
Storage Appliance Status: Connected

Holder: Cherie Williams
Cherie.Williams@fultoncountyga.gov
Pool: StateLocal
Pool: Fulton County Government

Location: DocuSign

Location: DocuSign

Signer Events	Signature	Timestamp
Vanessa J. Payne ceo@atlantacasa.org CEO Atlanta Court Appointed Special Advocates, Inc. Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 4/21/2020 10:38:01 AM ID: 0e661393-072d-4120-8391-69ce70ec568b	DocuSigned by:  C2CBC5C29DA34DF... Signature Adoption: Drawn on Device Using IP Address: 68.208.197.32	Sent: 7/15/2024 1:42:57 PM Viewed: 7/16/2024 9:56:02 AM Signed: 7/16/2024 9:56:52 AM
Terry Bushell admin@atlantacasa.org Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 7/17/2024 1:07:31 PM ID: 999d8de5-cb74-4339-83cf-ba580beee1ea	DocuSigned by:  122BBC1DA80C40A... Signature Adoption: Pre-selected Style Using IP Address: 68.208.197.32	Sent: 7/16/2024 9:56:56 AM Resent: 7/17/2024 12:37:00 PM Viewed: 7/17/2024 1:07:31 PM Signed: 7/17/2024 1:26:48 PM
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	**Completed** Using IP Address: 45.20.200.178	Sent: 7/17/2024 1:26:52 PM Viewed: 7/17/2024 3:01:28 PM Signed: 7/17/2024 3:01:41 PM

Signer Events	Signature	Timestamp
Stanley Wilson Stanley.Wilson@fultoncountyga.gov Director Stanley Wilson Security Level: Email, Account Authentication (None)	DocuSigned by: Stanley Wilson 5E4D76DFB4A0450... Signature Adoption: Pre-selected Style Using IP Address: 76.209.103.30	Sent: 7/17/2024 3:01:45 PM Viewed: 7/18/2024 11:35:46 AM Signed: 7/18/2024 11:35:52 AM
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: 24.99.91.51	Sent: 7/18/2024 11:35:57 AM Viewed: 7/19/2024 1:03:32 PM Signed: 7/19/2024 1:05:45 PM
Electronic Record and Signature Disclosure: Accepted: 7/19/2024 1:03:32 PM ID: 53c3c8bf-f0e0-4b3e-91d3-b33ed8757861		
David Lowman David.Lowman@fultoncountyga.gov Security Level: Email, Account Authentication (None)	DocuSigned by: David Lowman 0EC92EDADEFB4B8... Signature Adoption: Pre-selected Style Using IP Address: 47.36.19.90	Sent: 7/19/2024 1:05:49 PM Viewed: 7/19/2024 1:06:36 PM Signed: 7/19/2024 1:10:30 PM
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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: 7/19/2024 1:10:34 PM Viewed: 7/22/2024 1:46:40 PM Signed: 7/22/2024 1:49:22 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: 7/22/2024 1:49:26 PM Viewed: 7/22/2024 2:20:56 PM Signed: 7/22/2024 2:21:01 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: 74.174.59.10	Sent: 7/22/2024 2:21:06 PM Viewed: 7/22/2024 3:05:33 PM Signed: 7/22/2024 3:05:42 PM
Electronic Record and Signature Disclosure:		

Signer Events	Signature	Timestamp
Accepted: 3/16/2018 10:54:59 AM ID: f3f241e8-3027-4447-9476-6cf20ae25dd4		
Mark Hawks3 mark.hawks@fultoncountyga.gov Chief Assistant Purchasing Agent Purchasing and Contract Complliance Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	**Completed** Using IP Address: 45.20.200.178	Sent: 7/22/2024 3:05:47 PM Viewed: 7/24/2024 2:15:41 PM Signed: 7/24/2024 2:15:47 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: 7/15/2024 1:42:56 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: 7/15/2024 1:42:56 PM Resent: 7/24/2024 2:15:59 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: 7/15/2024 1:42:57 PM
Dian DeVaughn dian.devaughn@fultoncountyga.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 7/24/2024 2:15:54 PM Viewed: 7/24/2024 2:44:49 PM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	7/15/2024 1:42:56 PM
Certified Delivered	Security Checked	7/24/2024 2:15:41 PM
Signing Complete	Security Checked	7/24/2024 2:15:47 PM
Completed	Security Checked	7/24/2024 2:15:54 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

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

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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.

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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.
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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.
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ii. send us an e-mail to glenn.king@fultoncountyga.gov and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

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

** 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:

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- 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.

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FULTON COUNTY

CONTRACT DOCUMENTS

FOR

REQUEST FOR PROPOSAL 24RFP013124C-MH

2024 CONSOLIDATED COMMUNITY SERVICES PROGRAM

FOR

DEPARTMENT OF COMMUNITY DEVELOPMENT

OF

FULTON COUNTY, GEORGIA

Docusign Envelope ID: CCA03AB8-BD0D-44ED-BDB5-F18A3DAAEED8

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 **Atlanta Music Project, 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:

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ARTICLE 4. RECORD KEEPING

ARTICLE 5. INDEMNIFICATION

ARTICLE 6. TERMINATION OF AGREEMENT FOR CAUSE

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ARTICLE 13. PRECEDENCE OF AGREEMENT

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ARTICLE I - PARTIES AND TERM:

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

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

(c) Nothing contained in this Agreement shall be 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...,In school Afterschool Out of School Programs to help bring up academic...,Programs and services focusing on one or more of the six National Milestones of My Brothers Keeper...

Disabilities: Not Applicable

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Economic Stability: Not Applicable

Health and Wellness: Not Applicable

Homelessness: Not Applicable

Senior Services: Not Applicable

Veterans Services: Not Applicable

Atlanta Music Project, Inc., FY24 Atlanta Music Project will provide services at the following locations at specified times during the contract period of **01/01/2024** through **12/31/2024**:

Service Delivery Site(s):

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
AMP Center for Performance & Education	883 Dill Ave SW	Atlanta	GA	303110	4	1,2,3,4,5,6
Perkerson Park Recreation Center	770 Deckner Ave SW	Atlanta	GA	30310	4	1,2,3,4,5,6
South Bend Center for Arts & Culture	1955 Compton Dr SE	Atlanta	GA	30315	4	1,2,3,4,5,6
Sylvan Hills Middle School	1461 Sylvan Rd SW	Atlanta	GA	30310	4	1,2,3,4,5,6

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Approach and Design:

Atlanta Music Project, Inc., FY24 Atlanta Music Project will provide services to **144** clients that reside in Fulton County, with CCSP funding.

Atlanta Music Project, Inc., will provide the following activities and services in Fulton County with CCSP funding:

Activities & Services & How They Will Be Accomplished:

AMP's first programming was part of the after-school program at the Gilbert House, a City of Atlanta recreation center. AMP provided music instruction (music theory, choir, symphony orchestra, and group lessons for a variety of instruments) 5 days a week for two hours to 30 elementary school students with an annual budget of $150,000. Today, AMP's annual operating budget is $3M+ and serves 600 K-12 students through the following programs:

AMP After-School Band & Orchestra: an after-school band and orchestra program for young musicians (elementary and middle school) who are at the beginning of their respective musical journeys. In a 13-year partnership with the City of Atlanta Department of Parks & Recreation, 40 students meet 4 days a week for 2 hours per day at two City of Atlanta Recreation Centers: Perkerson Park and South Bend Center for Arts & Culture. Students can choose to learn violin, viola, cello, bass, clarinet, flute, trumpet, trombone, or percussion and perform a minimum of four concerts annually.

AMP Preparatory School: beginner-level band, choir, and string orchestra program based at the AMP Center for students grades K-5 who are at the beginning of their respective musical journeys. Students meet 1-2 days per week/2 hours and perform 4 concerts annually.

AMP Junior & Senior Youth Orchestras: the ultimate goal for AMP After-School Band & Orchestra and Preparatory School students, the AMP Youth Orchestras are AMP's elite orchestral ensembles. Competitive, audition-based, and open to middle and high school students, these ensembles meet two days per week for 2 hours per day at the AMP Center and perform dozens of concerts annually.

AMP Junior & Senior Youth Choirs: the ultimate goal for AMP Preparatory School students, the AMP Youth Choirs are AMP's elite choral ensembles. Competitive, audition-based, and open to middle and high school students, these ensembles meet two days per week for 2 hours per day at the AMP Center and perform dozens of concerts annually.

AMP Academy: provides weekly private lessons to 50 AMP students at the AMP Center. Students are selected by audition and must perform three solo recitals (accompanied by piano) and one adjudicated performance examination annually, in addition to participating in their respective AMP orchestral or choral program.

The Residencies: throughout the year AMP will invite professional musicians from around the country to participate in a residency consisting of a concert, masterclass, mentoring, and a fireside chat. Past residencies include pianist Terrence Wilson, the Harlem String Quartet, British soprano Alison Buchanan, the Imani Winds Quintet, and operatic baritone Edward Parks.

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AMP Summer Series: a four-week (expanded in 2022 from three weeks) music festival and school-based at the AMP Center and Sylvan Hills Middle School taking place each summer in June. Comprising a music day camp for 150 middle and high school musicians, and a five-concert series featuring students, faculty, and guest artists.

Satellite Programs: hosting organization pays a fee for AMP to provide beginner-level string orchestra and choir programs. Students will meet one day per week for two hours and perform 4 concerts annually. Past and present satellite sites include the Atlanta Youth Academy and the Utopian Academy for the Arts. No CSP funding will go towards these Satellite Programs as the funding is secured by the hosting organization.

All classes and performances are led by AMP's faculty of teaching artists (all paid local, degreed professional musicians, music educators, and conductors). Throughout all programs, students learn theory and technique, collectively performing 50+ concerts annually throughout Metro Atlanta of classical repertoire and music of the African Diaspora (Jazz, Spirituals, R&B, Caribbean, etc.), representing the community and youth being served. Tuition is covered by AMP, but a $25 registration fee is requested of students and payment plans and waivers are offered to alleviate any heavy financial burden.

With support from an anonymous donor, AMP has been able to set up an endowed fund to pay for annual travel, tours, and competitions for our advanced students. This year, the AMP Senior Youth Choir will travel to Auckland, New Zealand to compete in the World Choir Games and the AMP Senior Youth Orchestra will participate in an artistic and cultural exchange with the orchestra from De La Salle High School in Ottawa, Canada. Opportunities being planned include exchanges with the Antigua & Barbuda Youth Symphony Orchestra and joint performances with the Spartanburg Youth Philharmonic in South Carolina.

AMP prides itself on providing the highest quality music instruction and performance opportunities for students. Every teaching artist hired, every piece selected to be performed, and every programmatic decision made is compared to top music conservatories. Rehearsals and performances are run in a professional manner and AMP students are expected to come prepared to learn and act professionally: on and off stage.

AMP teaching artists form the foundation on which all programs are built. While trained at some of the world's greatest music institutions, they are more than just first-rate performers; they are musicians with social change in mind, the desire to pass on their talent and art to the next generation, and the ability to play a vital role in youth and community development. All paid, local, professional degreed musicians and music educators, many AMP teaching artists are also active performing musicians, reside in the community AMP serves, and are graduates of Atlanta Public Schools.

AMP provides a safe and enriching environment for students to spend after-school and summer hours. Students learn crucial life skills by becoming musically proficient, building community, finding mentorship with AMP teaching artists, learning how to learn better and applying it to their academics, and finding a sense of identity and purpose in the larger Atlanta community. Success is evident in retention numbers, an increase in new AMP students throughout the year, and the increase in performance opportunities.

In the Georgia Music Educators Association (GMEA) All-State ensembles (competitive statewide ensembles of the most talented young musicians), there is a glaring absence of Atlanta students. These students desire to be the best, but the affordability of private musical instruction necessary to guide them to reach their musical potential hampers success. AMP requires all AMP Academy students to audition for their respective GMEA All-State ensemble. Each year, the

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number of AMP students that advance to the final round of auditions increases, and in the most recent year, it was 11: the highest to date.

Over the past 14 years, AMP students have increased both their individual and collective musical competency, which has led to a higher level of music performed and a greater number of performance opportunities. Throughout the year, AMP receives requests from major Atlanta organizations/corporations for AMP ensembles and soloists to perform at their galas and events. In AMP's first year, five organizations requested a run-out performance; now, over 40 organizations request a run-out performance annually. Our students have performed in local recreation centers and at some of Atlanta's most prestigious venues: the Georgia World Congress Center, Mercedes-Benz Stadium, Spivey Hall, and the Woodruff Arts Center. In March 2018, six members of the AMP Youth Orchestra participated in a week-long workshop in Mexico City under LA Philharmonic Maestro Gustavo Dudamel. AMP has performed the national anthem at the Mercedes-Benz Stadium 3 times, and we are already planning on how to be included when the FIFA World Cup comes to Atlanta in 2026.

Community Collaborative Relationships:

AMP is in its 14th year of partnering with the City of Atlanta's Department of Parks & Recreation. AMP provides everything necessary for our programs and the recreation center provides wraparound services (transportation, snacks, homework assistance, and a warm dinner). AMP plans to expand this partnership in the next three years as AMP continues to increase its capacity and impact.

AMP partners with Sylvan Hills Middle School to utilize their auditorium and classrooms for AMP's major concerts and the AMP Summer Series. AMP's Program Staff cultivates relationships with Atlanta Public School principals and teachers to foster trust and build a pathway from school to AMP. The majority of schools in the communities that AMP serves do not have the resources to provide strong music programs, so they welcome exposing AMP to their students. AMP staff goes into schools for in-person presentations/PTA meetings and provides flyers to include in weekly packets that go home.

Schools know that participation in AMP will give students the experiences needed to build upon what they're learning in school (music or otherwise) and become leaders in their classes. AMP students are consistently section leaders in their school music programs and are some of the only students to participate in their GMEA All-State ensemble. Participation in these ensembles requires a school teacher's registration of a student, so this partnership is crucial for providing access to this formative experience.

As previously mentioned, AMP partners with the Utopian Academy for the Arts to provide Satellite Beginner-Level AMP Programs. *No CSP funding will go toward Satellite Programs as the funding is secured by the hosting organization.*

Throughout the year, AMP hosts Open Houses for community members to come to the AMP Center and learn more about our programs. In addition to free food and door prizes, attendees enjoyed performances by AMP students and faculty, panel discussions with AMP parents, and an instrument petting zoo.

AMP partners with several local organizations to increase AMP's presence and to provide high-exposure performance opportunities. AMP students have performed at the Beloved Benefit, as a result of continued partnerships with The Arthur M. Blank Family Foundation and Dan Cathy of Chick-fil-A. Similarly, because of AMP's partnership with the Atlanta Regional Commission (specifically AMP's previous board member and ARC Executive Director, Doug Hooker)

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AMP students recently performed at the 2019 State of the Region Breakfast. Several other AMP supporters have engaged our ensembles for performances at corporate events, including Habitat for Humanity, Mercedes-Benz USA, and SunTrust Bank.

Collaborations with celebrities are continually fostered to increase AMP's presence and cultivate learning and performance opportunities. AMP students have performed alongside GRAMMY Award-winning superstars such as gospel rapper Lecrae, R&B artist Monica, and rapper T.I. on NPR's Tiny Desk concert series. AMP Summer Series students have learned from and performed with professional musicians such as the Harlem String Quartet, American pianist Terrence Wilson, British Soprano Alison Buchanan, American baritone Joshua Conyers, operatic Baritone Edward Parks, and Imani Winds quintet.

Collaborations for Continuing Education:

According to Learn4Life's data, only 29% of college enrollees in Georgia complete their degrees within five years. Students can often be derailed by emergencies and unexpected financial hurdles that can prevent them from completing their education. AMP supports all their seniors throughout the entire college application process to ensure that each student has all the necessary tools and support in selecting the step in their education.

Beyond music, AMP's programs prepare students to successfully gain admission into college and become leaders in the field of their choice. AMP is leveraging music education to create first-generation college graduates. AMP has graduated five high school classes (2019-2023) and has achieved a 100% on-time high school graduation rate – 19.7% higher than the APS average – with 90% of alumni currently enrolled in college. Comparatively, the communities that AMP serves have a high school graduation rate of 80.8% and a college enrollment rate of 47.6%.

In August 2021, AMP hired our first-ever College & Career Counselor to assist our high school students to prepare to successfully graduate on time, plan for their next steps (whether continuing their education or looking for employment), as well as continuing to support their endeavors after graduation (assisting in finding scholarships, internships, professional connections, etc.). Since the hiring of this counselor, AMP has begun to create new relationships with music programs across the country, opening new avenues for collaboration and heightened investment in AMP students' future.

AMP students have access to our in-house College & Career Counselor who assists AMP students and alumni throughout the entire college selection (SAT/ACT-prep, scholarship opportunities, applications, pre-screening videos, interviews, final decisions, etc.) and completion process (scholarship opportunities, internship discovery, etc.). This individual also cultivates opportunities for AMP students and alumni to develop workforce skills, including resume building, interview skills, basic administration skills, and etiquette.

Additionally, AMP students who graduate high school are eligible to continue their education at the collegiate level due in part to two partnerships: with 1) Clayton State University via the AMP Endowed Scholarships (providing financial support to AMP students who choose to major or minor in music at the university) and 2) the Chestnut Family Foundation Scholarship Fund (assisting AMP alumni pursuing any post-secondary degree for tuition, room and board, books, instruments, and emergency living expenses).

Fulton County Strategic Priority & CSP Funding Priorities:

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AMP will 'Help resident realize their educational potential through our community services and library programs' under Fulton County's "Health & Human Services" strategic priority. Specifically, AMP will continue to track the percentage of AMP high school students who graduate on time as well as the percentage of AMP students overachieving. AMP intrinsically addresses several of the Community Services Program's "Children & Youth Services" funding priorities:

1) AMP is an afterschool/out-of-school program to help bring up academic and social/behavioral levels of school-aged youth.

2) AMP ensures safety and justice by providing alternatives to activities and contributing factors that lead to unhealthy behaviors in children and youth.

3) AMP focuses on assisting students in graduating from high school ready for college and career, as defined by the National Milestone of My Brother's Keeper Alliance.

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

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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.)	$2,000.00
Operational	$8,000.00
Direct Services	$30,000.00
Total	$40,000.00

Explanation of Funding Details:

75% of the requested CSP funding will be used for Direct Services that directly impact Fulton County students (class materials, instruments, music, teaching artists fees, and Artistic Staff salaries). 20% of the requested funding will be used for the following operational expenses (that without, none of AMP's programs would be able to occur): rent, utilities, and insurance. The final 5% of the requested funding will be used toward Administrative Staff salaries.

Program Performance Measures:

Atlanta Music Project, 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 boys/young men of color benefiting from My Brother's Keeper (MBK) Alliance six National Milestones...,Number of school-aged youth engaged in/benefiting from In school/ Afterschool/ Out of School Programs...,Number of youth involved with or at risk for involvement with the Juvenile Justice System...

Disabilities: Not Applicable

Economic Stability: Not Applicable

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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:

Methods & Goals:

The Atlanta Music Project (AMP) provides world-class music training and performance opportunities in under-resourced communities where high-quality band, orchestra, choir, and private lesson programs are not typically found. AMP programs take place six days per week (Monday-Saturday) in a variety of fashions: private instruction (for AMP Academy students), sectional rehearsals (e.g. "all strings" or "all sopranos and altos"), and full ensemble rehearsals. All lessons and rehearsals are led by AMP's faculty teaching artists who are all paid, local, degreed professional musicians, music educators, and conductors. AMP hires the best local musicians to be teaching artists and models conservatory-level musical training to ensure that students are receiving the highest-quality music education to set them up for success in all their future endeavors: musical and beyond.

AMP tracks artistic standards by ensuring that AMP students are progressing through method books (Winning Rhythms, Essential Elements), performing music that increases in graded difficulty throughout the year, and (for the AMP Senior Youth Orchestra) by the amount of standard classical repertoire performed. For AMP Academy private lessons, AMP faculty guide their students through the Suzuki Method Book, other "etude" books, and solo pieces that are part of the canon for each particular instrument. Across all programming, AMP seeks to (and continues to successfully) surpass the Georgia Department of Education Standards of Excellence for music.

The Program Staff regularly observes rehearsals and private lessons to ensure that AMP's musical standards are upheld. Should an issue arise, the Chief Program Officer is notified and the necessary steps will be taken to either assist the teaching artist to restructure their lesson plans. In addition to the agency-defined desired performance measures listed in the next section, AMP programs have the following desired outcomes:

Beginner-Level Programs (After-School Band & Orchestra, Preparatory School): the difficulty of music gradually increases throughout the year, based on advancement through method books and level of ensemble pieces performed. The appropriate amount of progress through method books is determined by the expert assessment of AMP teaching artists and Program Staff for the entire ensemble and for each individual AMP student.

AMP Youth Orchestras & Choirs: the difficulty of music gradually increases throughout the year, based on the level of difficulty of ensemble pieces performed and progress through any assigned method books. The appropriate increase in

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the difficulty of pieces performed and progress through method books is determined by the expert assessment of AMP teaching artists and Program Staff for the entire ensemble and for each individual AMP student.

AMP Academy: first-year students will perform two solo recitals and returning students three recitals, of increasingly advanced music. All students will perform (and must pass) a graded performance adjudication in May. All AMP Academy students are required to audition for the Georgia Music Educators Association (GMEA) All-State ensembles. The appropriate increase in the difficulty of pieces performed and progress through any method books is determined by the expert assessment of AMP teaching artists and Program Staff for the entire ensemble and for each individual AMP student.

AMP Summer Series: experienced music students grades 4-12 participate in a four-week music day camp, receiving seven hours of music instruction daily, and performing seven concerts. The appropriate amount of musical progress is determined by the expert assessment of AMP teaching artists and Program Staff for the entire ensemble and for each individual AMP student, with any necessary adjustments being made after each performance throughout the festival.

Collectively, AMP students perform 50+ concerts per season. Throughout the year, AMP receives requests from major Atlanta organizations/corporations for AMP ensembles and soloists to perform at their galas and events, which accounts for roughly 40% of the total number of performances each season. The rest of the AMP students' concerts are hosted by AMP. Some annual performances (and auditions) include:

- 'First Listen' Concerts each September/October (beginner-level programs)

- Fall Recitals (AMP Academy students)

- GMEA All-State auditions each Fall (AMP Academy students and interested AMP students in other AMP programs)

- Collegiate Music School pre-screen auditions each Fall

- Holiday Concerts each December (all AMP ensemble programs)

- Summer Music Festival auditions each Winter (for all interested AMP students)

- Collegiate Music School final auditions each January/February (AMP high school students interested in pursuing a degree in music or a music scholarship)

- Music of the African Diaspora Concert Series each February (all programs)

- Spring Recitals each April (AMP Academy students)

- End-of-Year Concerts each April/May (all AMP ensemble programs)

- AMP Summer Series Concert Series each June (all AMP Summer Series students)

Refer to the attached Master Concert Calendar for all completed and currently scheduled upcoming performances for the 2023-2024 season.

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To determine participant and audience satisfaction, AMP issues post-program surveys to parents, track student retention, and operates an anonymous system where both students and parents can submit feedback at any time. To include the community in the planning and evaluation of programming, the AMP Board of Directors holds an ex officio spot for the president of the Atlanta Music Project Family Committee, as well as being available to hear suggestions at any point during the season.

Through the registration process, AMP is able to monitor the pertinent demographics of students, including their address, school, race, gender, and socio-economics. All of the data gathered from the registration form is uploaded to Jumbula (a cloud-based database specifically designed for youth music groups) and is updated regularly to account for all changes in student data.

Third-Party Impact Evaluation:

Last season, AMP has partnered with the University of Kansas Center for Public Partnerships & Research to conduct a Transformative Mixed Methods Evaluation of the AMP Academy (our private lessons program) and the AMP Youth Orchestras & Choirs. This evaluation is unique in that it collects both quantitative and qualitative data, with two examined outcomes:

1) Participant-Driven Measures of Success: Rather than assigning measures in advance of the study, researchers will allow interviews and focus groups with stakeholders to generate the measures they deem appropriate. These data would be qualitative, taken from students, instructors, and parents. Onsite focus groups are ideal, which can be supplemented with online surveys, interviews, and focus groups, as needed. Focus groups will occur once at the beginning of the school year and once at the end.

2) Characteristics of Success: Researchers will examine persistence, grit (through National Institute of Health PROMIS measures), and mindset. We will also do a growth analysis that should show how extended involvement in AMP can benefit students over time. Additionally, students will complete the Positive Youth Development Instrument that examines five theoretical constructs (competence, confidence, connection, character, compassion), and a growth analysis of these results will occur.

AMP selected this method as it allows us to evaluate what our field/donors as well as our constituents value as effective results. Typical evaluations focus on quantitative data, driven by how the larger field or donors define success, to statistically prove the efficacy of an organization. While this information is important and necessary, an oft-missing factor is how those served define success. AMP will use this research to compare and contrast these two facets to discover 1) where AMP as an organization stands in our definition of success values in comparison to our students and families and 2) how effective we are in fulfilling our mission.

The evaluation plan will be reviewed and approved by the Human Research Protection Program, which administers the Institutional Review Board, at the University of Kansas. All findings will be published for AMP stakeholders, academic publications, and arts education advocacy, and should we decide to continue this research into future years, data collection instruments would be refined, more data collection could be remote, and future data could go into the published report if publication is extended.

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Fulton County Performances Measures:

AMP will report on the following Community Services Program's "Children & Youth Services" performance measures:

1) Number of school-aged youth benefiting from AMP programs to help bring up academic and social/behavioral levels.

2) Number of youth involved with or at risk for involvement with the Juvenile Justice System who demonstrate decreased or no delinquent behaviors.

3) Number of boys and young men of color benefiting from My Brother's Keeper programs and services that address persistent opportunity gaps (defined by six National Milestones of My Brother's Keeper (MBK) Alliance). Specifically gaps in graduating from high school and being ready for college and a career.

Agency Defined Performance Measure(s):

In addition to the aforementioned performance measures, AMP will report on the following performance measures:

1) Present a minimum of 50 public performances to increase AMP's presence in the Metro Atlanta community and allow high-exposure performance opportunities for AMP students.

2) 90% of AMP high-school senior students graduate on time (8% higher than the Georgia state average).

3) An increase in the difficulty of music performed. This will be determined by the progress through method books (appropriate amount of progress determined by teaching artists for each AMP student), amount of classical canon repertoire performed (for AMP Youth Orchestras), and complexity of vocal parts (Youth Choirs).

4) Gain a "Satisfied" or "Very Satisfied" in 90% of performance surveys administered to parents, students, and teaching artists.

5) At least 10 AMP students advance to the final round of GMEA All-State auditions.

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.

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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

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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,

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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.

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(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:

Atlanta Music Project, Inc.
883 Dill Avenue SW
Atlanta, Georgia 30310

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

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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

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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.

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Contractor acknowledges that **Atlanta Music Project, 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,

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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:

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(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.

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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.

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STATE OF GEORGIA

COUNTY OF FULTON

FORM F: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services[1] under a contract with **[insert name of prime contractor (Agency)]** The Atlanta Music Project, 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.

575509

EEV/Basic Pilot Program* User Identification Number

The Atlanta Music Project, Inc

Name of Contractor (Agency)

BY: Authorized Signature of Officer or Agent of Contractor

Co-Founder & CEO

Title of Authorized Officer or Agent of Contractor of Contractor

Dantes Rameau

Printed Name of Authorized Officer or Agent of Contractor

CATHERINE ANN HURLEY NOTARY PUBLIC FULTON COUNTY, GEORGIA MY COMMISSION EXPIRES JULY 05, 2026

Sworn to and subscribed before me this 26th day of February, 2024.

Notary Public: Catherine Ann Hurley

County: FULTON

Commission Expires: 7/5/2026

[1]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.

[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].

Docusign Envelope ID: CCA03AB8-BD0D-44ED-BDB5-F18A3DAAEED8

STATE OF GEORGIA

COUNTY OF FULTON

FORM G: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT

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

N/A

EEV/Basic Pilot Program* User Identification Number of Subcontractor

N/A

Name of Subcontractor (Individual/Agency)

BY: Authorized Signature Officer or Agent of Subcontractor

Co-Founder & CEO

Title of Authorized Officer or Agent of Subcontractor

Dantes Rameau

Printed Name of Authorized Officer or Agent of Subcontractor

Sworn to and subscribed before me this 26th day of February, 2024.

Notary Public: Catherine Ann Hurley

County: FULTON

Commission Expires: 7/5/2026

CATHERINE ANN HURLEY NOTARY PUBLIC FULTON COUNTY, GEORGIA MY COMMISSION EXPIRES JULY 05, 2026

[3]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.

[4]*[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].

Docusign Envelope ID: CCA03AB8-BD0D-44ED-BDB5-F18A3DAAEED8

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/20/2024

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	CONTACT NAME: Ashley Wade	
Griffin and Company Incorporated	PHONE (A/C, No, Ext): (229) 432-9892	FAX (A/C, No): (229) 446-6922
P.O. Box 71725	E-MAIL ADDRESS: ashley@griffin-company.com	
Albany GA 31708	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Church Mutual Ins. Co.	18767
INSURED	INSURER B : Accident Fund Insurance Co of America	10166
THE ATLANTA MUSIC PROJECT INC	INSURER C :	
883 DILL AVE, SW	INSURER D :	
	INSURER E :	
ATLANTA GA 30310	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 4/22/2024 **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	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y		0370651 25-653629	10/29/2023	10/29/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Professional Liability	$ 1,000,000 $ 1,000,000 $ 5,000 $ 1,000,000 $ 3,000,000 $ 1,000,000 $ 1,000,000
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			0370651 09-637525	10/29/2023	10/29/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION $ 10,000			0370651 85-710636	04/22/2024	04/22/2025	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		100062683	10/29/2023	10/29/2024	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A	SEXUAL ABUSE			0370651 25-653629	10/29/2023	10/29/2024	AGGREGATE	$1,000,000

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

A. EMPLOYEE THEFT POLICY NUMBER: 0370651-25-477821 EFFECTIVE DATES: 10/29/2023-10/29/2024 LIMIT: 100,000

CERTIFICATE HOLDER

FULTON COUNTY GOVERNMENT
141 PRYOR ST SW
ATLANTA GA 30303-3408

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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Docusign Envelope ID: CCA03AB8-BD0D-44ED-BDB5-F18A3DAAEED8

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

OWNER:

FULTON COUNTY, GEORGIA

DocuSigned by:
Robert L. Pitts
BA715B1A26544E7...

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST:

DocuSigned by:
Tonya R. Grier
EEC476C4837648D...

Tonya R. Grier
Clerk to the Commission

(Affix County Seal)

DocuSigned by:

CONTRACTOR:

VENDOR NAME **Atlanta Music Project, Inc.**

DocuSigned by: Name of Signatory: Dantes Rameau
Dantes Rameau Title of Signatory: CEO
76FC07D75D8647E...

Authorized Signature

ATTEST:

DocuSigned by: Name of 2nd Signatory: **Alvinetta La Tasha COoksey**
Alvinetta Cooksey Title of 2nd Signatory: **Notary**
BC494EE81B0E44D...

Second Authorized Signature

DS

(Affix Corporate Seal, if applicable)

APPROVED AS TO FORM:

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

DocuSign

Certificate Of Completion

Envelope Id: CCA03AB8BD0D44EDBDB5F18A3DAAEED8
Status: Completed
Subject: Please DocuSign: 2024 CCSP Contract-Atlanta Music Project, Inc.-BOC Agenda#24-0350
Parcel ID:
Employee Name:
Source Envelope:
Document Pages: 29
Signatures: 6
Envelope Originator:
Certificate Pages: 7
Initials: 0
Cherie Williams
AutoNav: Enabled
Stamps: 2
141 Pryor Street
EnvelopeId Stamping: Enabled
Purchasing & Contract Compliance, Suite 1168
Time Zone: (UTC-05:00) Eastern Time (US & Canada)
Atlana, GA 30303
Cherie.Williams@fultoncountyga.gov
IP Address: 136.55.230.223

Record Tracking

Status: Original
7/5/2024 11:20:38 PM
Holder: Cherie Williams
Cherie.Williams@fultoncountyga.gov
Location: DocuSign
Security Appliance Status: Connected
Pool: StateLocal
Storage Appliance Status: Connected
Pool: Fulton County Government
Location: DocuSign

Signer Events	Signature	Timestamp
Dantes Rameau dantes@atlantamusicproject.org Chief Executive Officer Atlanta Music Project Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 7/16/2024 11:01:10 AM ID: 469822b7-8c07-476c-85fe-886c0f06b2ab	DocuSigned by: Dantes Rameau 76FC07D75D8647E... Signature Adoption: Pre-selected Style Using IP Address: 50.215.226.46	Sent: 7/5/2024 11:29:42 PM Resent: 7/8/2024 12:56:45 AM Viewed: 7/16/2024 11:01:10 AM Signed: 7/16/2024 11:01:28 AM
Alvinetta Cooksey tasha.cooksey@atlantasymphony.org Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 7/17/2024 9:04:20 AM ID: 5c1f83ed-cc9d-4d86-b1b2-e0f68295250d	DocuSigned by: Alvinetta Cooksey BC494EE81B0E44D... Signature Adoption: Pre-selected Style Using IP Address: 199.212.63.5	Sent: 7/16/2024 11:01:30 AM Viewed: 7/17/2024 9:04:20 AM Signed: 7/17/2024 9:07:04 AM
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	**Completed** Using IP Address: 45.20.200.178	Sent: 7/17/2024 9:07:08 AM Resent: 7/17/2024 12:38:05 PM Viewed: 7/17/2024 3:03:23 PM Signed: 7/17/2024 3:03:36 PM

Signer Events	Signature	Timestamp
Stanley Wilson Stanley.Wilson@fultoncountyga.gov Director Stanley Wilson Security Level: Email, Account Authentication (None)	DocuSigned by: Stanley Wilson 5E4D76DFB4A0450... Signature Adoption: Pre-selected Style Using IP Address: 76.209.103.30	Sent: 7/17/2024 3:03:39 PM Viewed: 7/18/2024 11:32:31 AM Signed: 7/18/2024 11:32:39 AM
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: 24.99.91.51	Sent: 7/18/2024 11:32:43 AM Viewed: 7/19/2024 1:11:04 PM Signed: 7/19/2024 1:13:36 PM
Electronic Record and Signature Disclosure: Accepted: 7/19/2024 1:11:04 PM ID: 45185e7e-9a47-4de2-8daa-f2671f15fb5c		
David Lowman David.Lowman@fultoncountyga.gov Security Level: Email, Account Authentication (None)	DocuSigned by: David Lowman 0EC92EDADEFB4B8... Signature Adoption: Pre-selected Style Using IP Address: 47.36.19.90	Sent: 7/19/2024 1:13:40 PM Viewed: 7/19/2024 1:14:14 PM Signed: 7/19/2024 1:16:52 PM
Electronic Record and Signature Disclosure: Accepted: 7/19/2024 1:14:14 PM ID: d9bea445-a543-49cb-a11b-ec57caec53c9		
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: 7/19/2024 1:16:57 PM Viewed: 7/22/2024 1:42:51 PM Signed: 7/22/2024 1:43:36 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: 7/22/2024 1:43:40 PM Viewed: 7/22/2024 1:44:58 PM Signed: 7/22/2024 1:45:05 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: 74.174.59.10	Sent: 7/22/2024 1:45:10 PM Viewed: 7/22/2024 3:04:06 PM Signed: 7/22/2024 3:04:17 PM
Electronic Record and Signature Disclosure:		

Signer Events	Signature	Timestamp
Accepted: 3/16/2018 10:54:59 AM ID: f3f241e8-3027-4447-9476-6cf20ae25dd4		
Mark Hawks3 mark.hawks@fultoncountyga.gov Chief Assistant Purchasing Agent Purchasing and Contract Complliance Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	**Completed** Using IP Address: 45.20.200.178	Sent: 7/22/2024 3:04:22 PM Viewed: 7/24/2024 2:17:16 PM Signed: 7/24/2024 2:17:36 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: 7/5/2024 11:29:41 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: 7/5/2024 11:29:41 PM Resent: 7/24/2024 2:17:46 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: 7/5/2024 11:29:41 PM
Dian DeVaughn dian.devaughn@fultoncountyga.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 7/24/2024 2:17:42 PM Viewed: 7/24/2024 3:16:38 PM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	7/5/2024 11:29:41 PM
Certified Delivered	Security Checked	7/24/2024 2:17:16 PM
Signing Complete	Security Checked	7/24/2024 2:17:36 PM
Completed	Security Checked	7/24/2024 2:17:42 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.

Docusign Envelope ID: F7970CC7-1AED-442C-86E2-D89F6853EA08

FULTON COUNTY

CONTRACT DOCUMENTS

FOR

REQUEST FOR PROPOSAL 24RFP013124C-MH

2024 CONSOLIDATED COMMUNITY SERVICES PROGRAM

FOR

DEPARTMENT OF COMMUNITY DEVELOPMENT

OF

FULTON COUNTY, GEORGIA

Docusign Envelope ID: F7970CC7-1AED-442C-86E2-D89F6853EA08

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 **Time2Give 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:

Docusign Envelope ID: F7970CC7-1AED-442C-86E2-D89F6853EA08

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

Docusign Envelope ID: F7970CC7-1AED-442C-86E2-D89F6853EA08

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: In school Afterschool Out of School Programs to help bring up academic...

Disabilities: Not Applicable

Economic Stability: Not Applicable

Health and Wellness: Not Applicable

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Homelessness: Not Applicable

Senior Services: Not Applicable

Veterans Services: Not Applicable

Time2Give Inc, STEM Robotics Program - Curriculum Development & Instruction Coding, Controls and Instrumentation 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
John Hope Community Center	560 Larkin St SW	Atlanta	GA	30313	6	1,2,3,4,5,6

Approach and Design:

Time2Give Inc, STEM Robotics Program - Curriculum Development & Instruction Coding, Controls and Instrumentation will provide services to **12** clients that reside in Fulton County, with CCSP funding.

Time2Give Inc, will provide the following activities and services in Fulton County with CCSP funding:

Identifies specific activities and services that will be provided to support one or more CSP funding priorities. (3 points)

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Identifies how the activities and services will be accomplished. (3 points)

Time2Give's will focus on supporting In School/ Afterschool/ Out of School Programs to enhance the student experience and exposure to topics centered around AgSTEM. The program will focus on STEM curriculum design and integration leveraging robotics kits. Robotic kits consist of ready to assemble hardware and sensor hardware and software. Adequate resources are being devoted to ensure that the appropriate materials are developed, teachers are trained and that the infrastructure needed to implement is in place. Our efforts include:

1. Curriculum Development: Under this grant, one full course leveraging hands on experimentation using the existing robotics kits will be developed. The course components will vary to be grade level specific. The course will be designed to be interdisciplinary, modular and will support the core education standards, combined with one or more hands on activities.
2. Training & PD: Time2Give will provide resources to train two teachers on proper implementation of the course developed. Time2Give will shadow those teachers as they lead a cohort of students through selected modules with partner schools' teachers to ensure successful implementation of the course within the classroom.

Proposal addresses three Fulton County "Health & Human Services" Key Performance Indicator(s) (ref. pages 3-4 of CSP manual) (3 points)

Our program's goal is to expose youth in an at-risk community to STEM and spark a desire to pursue a career in STEM. Between 2017 and 2029, the number of STEM jobs will grow 8 percent, a higher rate than non-STEM jobs (US Bureau of Labor Statistics) resulting in lower unemployment in the field. The median annual wage of STEM occupations in 2020 was $89,780, well over that of non-STEM occupation. Employment & financial stability will help to improve economic factors – one of the key inputs into Fulton County Health Ranking and Roadmaps report. This falls under Health & Human Services KPI "Prevent health disparities by educating resident and connecting them to available resources."

The National Dropout Prevention Center (NDPC) has identified 15 effective strategies for dropout prevention. Our program is in alignment with two of these strategies, specifically;

School- Community Collaboration – our program establishes year-round collaboration between APS and community organizations such as Truly Living Well to support the STEM lab established within the schools.

After-School/Out-of-School Opportunities – this program is designed to inspire interest in STEM and urban gardening. We are currently implementing an afterschool and summer programming centered on AgSTEM that will align with the content developed for the school year and provide an enriching activity over the summer.

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Therefore, our program is in alignment with percentage of high school students who graduate on time under the KPI “Help residents realize their educational potential through our community services and library programs”. This program is also improve unemployment, math scores as measured in the County Health Rankings and Roadmaps report. Therefore our program is in alignment with Improve the County's standing in the County Health Rankings and Roadmaps report under the KPI “Prevent health disparities by educating residents and connecting them to available resources”.

Identifies specific activities and services that will be provided to support one or more CSP funding priorities. (3 points); Proposal addresses three CSP funding priorities as identified by the primary service category selected. (3 points);

Time2Give also plans on addressing the following CSP Children &Youth Services Funding Priorities.

My Brother’s Keeper Objective: Entering School Ready to Learn.

The pandemic took a heavy toll on the learning gains of metro Atlanta students. According to research by Georgia State University's Metro Atlanta Policy Lab for Education (MAPLE) published May 2021 - the average slowdown in achievement growth ranged from none to as high as seven months of learning across the districts for eighth grade math and 7.5 months for seventh grade reading across the three districts. Specifically, math achievement growth for students eligible to receive free or reduced-price meals—a crude measure of poverty—was substantially lower than for ineligible students, with a disparity of up to 3.2 months of learning in sixth grade in one district (more than a third of a typical 9.5-month school year).

Several research studies have shown that early exposure to STEM topics has led to an increase in achievement in mathematics and science.

· Mathematics achievement of students at STEM schools was significantly higher than that of students in other schools. The effect of STEM education on mathematics achievement of fourth-grade underrepresented minority students. McClain (2015)

· STEM training increased elementary school students’ mathematics achievement. Effects of transferring to STEM- focused charter and magnet schools on student achievement. Judson (2014)

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· A study with elementary school pupils found that a curriculum based on engineering design enhanced elementary school pupils' science knowledge. Engineering design based science, science content performance, and science attitudes in elementary school. Wendell and Rogers' (2013)

· A study conducted with high school students concludes that the academic performance brought by STEM increased students' science and mathematics achievement. Impact of academic performance improvement (API) skills on math and science achievement gains. (Wosu, 2013)

Our program will develop and implement Computer Science themed Problem Based Learning (PBL) lessons which is in alignment with the content that is currently being taught or has recently been taught in the Science, Math classroom. This will allow teachers to reinforce concepts and standards in a hands-on, practical manner. Components of each lesson is matched to a grade appropriate Georgia Standards in Math, Science, Language Arts and Computer Science. Students will be exposed to familiar and new topics in those subjects in a hands-on approach. We believe this will increase student's overall confidence in those subjects which will be reflected in higher achievement scores.

My Brother's Keeper Objective: Graduating from High School Ready for College & Career.

One of our goals is to create a strong and lasting ecosystem between the students, community partners and schools to collaboratively help at-risk students continue to matriculate through high schools and into college or careers. We plan to create this ecosystem by leveraging the expertise of community partners.

Afterschool/ Out of School Programs to help bring up academic and social/behavioral levels of school-aged youth (afterschool programming, enrichment programs, tutoring, summer camps, camps during school breaks)

Our innovative approach blends education, community connections, and technology that is well aligned with and overall goal of increasing education, vitality, prosperity, and connectivity in the communities we serve. Our model on addressing the needs of teachers and students while integrating technology into the classroom across subject areas fosters collaboration, engages the community, and brokers a connection that keeps the communication lines open.

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Provides 4-7 instances of community collaborative relationships to assist organization in addressing the need. (2 points)

Time2Give works with a number of large and small community partners to provide high quality programs with long-term sustainability. T2G will collaborate with MantisEDU, Inc to design and present lessons for the students; Atlanta Tech Village and Microsoft Atlanta for business expertise; and the Atlanta & Fulton County Public School Systems to identify and engage the best students to invite to the program.

Designation of CSP Funds:

Based on the awarded amount of **$30,000.00,** 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.

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Cost Category	Designation of CCSP Funding Award
Administrative (5% Admin max of funds awarded.)	$1,500.00
Operational	$500.00
Direct Services	$28,000.00
Total	$30,000.00

Explanation of Funding Details:

Majority of the funds requested (95%) will be used to deliver grade-level appropriate coursework and pilot that expose youth to bleeding edge technology and applications along with providing high quality instruction to youth of Fulton County. We will deliver professional development and technical assistance to teachers within the schools. Hiring highly qualified professionals with expertise in STEM areas is critical for successful implementation of this program. Time2Give will provide an Instructional and Curriculum Development Team with expertise in STEM focused curriculum development. Our skilled instructor will pilot these courses in the fall afterschool program. To coordinate all efforts, we will hire a Project Manager to ensure we meet all milestones outlined in this proposal. The proposed administrative costs cover the Executive Director role whose primary responsibilities will be contract management and accounting for the program. The Executive Director will also work closely with the Project Manager. Total administrative costs are 5% of the overall budget and will span throughout the year.

Program Performance Measures:

Time2Give 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 boys/young men of color benefiting from My Brother's Keeper (MBK) Alliance six National Milestones...,Number of families attending support sessions and

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family engagement opportunities,Number of school-aged youth engaged in/benefiting from In school/ Afterschool/ Out of School Programs...

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:

Time2Give's program will address the following County define performance measures:

Number of school-aged youth benefiting from Afterschool/Out of School Programs to help bring up academic and social/behavioral levels.

Number of boys and young men of color benefiting from My Brother's Keeper programs and services that addresses persistent opportunity gaps.

Number of families attending support sessions and family engagement opportunities.

Provides a clear explanation of the methods to be used and the specific goals to be obtained. (3 points) Describes the major milestones to be achieved with a supporting schedule. (3 points) Identifies the specific data collection tool(s)/ source(s) used to report progress on performance measures. (3 points) Provides a clear description of the major milestones to be achieved and includes a supporting schedule. (3 points)

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Vendor provides three Agency defined performance measures to report on during the contract period. (3 points)

Time2Give's program will address the following County define performance measures:

Number of school-aged youth benefiting from Afterschool/Out of School Programs to help bring up academic and social/behavioral levels.

This course will be built to be utilized in an afterschool program. The course will be designed to encourage group work, in addition to having a requirement for recitation. Course development will be ongoing throughout the year, with a target completion date of November 1, 2024. The pilot of the courses will occur in the existing afterschool programming starting November – December 2024.

Goal 1: Time2Give will create a course that can be used across multiple grade levels for use during the afterschool program. The success of the goal will be piloting coursework in schools.

Number of boys and young men of color benefiting from My Brother's Keeper programs and services that addresses persistent opportunity gaps.

Time2Give's innovative approach blends education, community connections, and technology to develop the future workforce by providing education experience rooted technology, create integrated STEM curriculum, provide professional development and technical support to teachers, and provide high quality lessons that inspire students to learn core concepts while applying them to interesting and engaging subject matter. We feel that this approach will help bridge the opportunity gap experienced by young men of color.

Goal 2: Create a strong and lasting ecosystem between the students, community partners and schools to collaboratively help at-risk students continue to matriculate through high schools and into college or their careers. The success of the goal will be Time2Give providing training to at least two teachers on proper implementation of the course develop.

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Agency Defined Performance Measure(s):

Goal 1: Twelve 6th – 12th graders will benefit from the developed course components in an afterschool pilot.

Goal 2: Time2Give will create a course that can be used across multiple grade levels for use during the afterschool program.

Goal 3: Create a strong and lasting ecosystem between the students, community partners and schools to collaboratively help at-risk students continue to matriculate through high schools and into college or their careers. The success of the goal will be Time2Give providing training to two teachers on proper implementation of the course develop.

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

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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.

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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 **$30,000.00.**

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

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

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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.

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(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:

Time2Give Inc
PO Box 421834
Atlanta, Georgia 30342

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

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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

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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 **Time2Give 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

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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

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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.

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(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

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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.

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STATE OF GEORGIA

COUNTY OF FULTON

FORM F: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services[1] under a contract with **[insert name of prime contractor (Agency)]** TIME2GIVE 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.

184364

EEV/Basic Pilot Program* User Identification Number

TIME2GIVE 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

RACHEL A WALKER

Printed Name of Authorized Officer or Agent of Contractor

Sworn to and subscribed before me this 26 day of February, 2024.

Notary Public:

County: Fulton

Commission Expires: 10-23-27

TAYLER SHINE NOTARY PUBLIC FULTON COUNTY, GEORGIA MY COMMISSION EXPIRES OCTOBER 23, 2027

[1]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.

[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].

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STATE OF GEORGIA

COUNTY OF FULTON

FORM G: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services[3] under a contract with **[insert name of prime contractor (Agency)]** TIME2GIVE INC on behalf of **Fulton County Government** has registered with and is participating in a federal work authorization program*,[4] in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

184364

EEV/Basic Pilot Program* User Identification Number of Subcontractor

TIME2GIVE INC

Name of Subcontractor (Individual/Agency)

BY: Authorized Signature Officer or Agent of Subcontractor

EXECUTIVE DIRECTOR

Title of Authorized Officer or Agent of Subcontractor

RACHEL A WALKER

Printed Name of Authorized Officer or Agent of Subcontractor

Sworn to and subscribed before me this 26 day of February, 2024.

Notary Public:

County: Fulton

Commission Expires: 10-23-27

TAYLER SHINE NOTARY PUBLIC FULTON COUNTY, GEORGIA MY COMMISSION EXPIRES OCTOBER 23, 2027

[3]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.

[4]*[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].

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/28/2023

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 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
Georgia Center for Nonprofits
d/b/a NRC Services, Inc.
881 Memorial Drive, NW; Suite 1001
Atlanta GA 30316

CONTACT NAME: C.W. Copeland
PHONE (A/C, No, Ext): 404-567-3275 **FAX (A/C, No):**
E-MAIL ADDRESS: cwcopeland@gcn.org

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : United States Liability Insurance Company	
INSURER B : Philadelphia Insurance Company	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Time2Give, Inc.
P.O. Box 421834
Atlanta GA 30342

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	**GENERAL LIABILITY** X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR XX Abuse & Molestation X Crime GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC	X	X	NPP1622549	08/16/2023	08/16/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG SAM	$ 1,000,000 $ 300,000 $ 5,000 $ 1,000,000 $ 3,000,000 $ 3,000,000 $ 1,000,000
	AUTOMOBILE LIABILITY ANY AUTO X ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	X	X	NPP1622549	08/16/2023	08/16/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION $			PHUB236447	08/16/2023	08/16/2024	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? Y / N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
A	Professional Liability	X	X	NPP1622549	08/16/2023	08/16/2024	Occurrence ($1,000,000) Aggregate ($2,000,000)	

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

Fulton County Government is an additional insured with respect to General Liability.

CERTIFICATE HOLDER

Fulton County Government
141 Pryor Street
Atlanta GA 30303

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
C.W. Copeland

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Clear All

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

OWNER:

FULTON COUNTY, GEORGIA

DocuSigned by:
Robert L. Pitts
BA715B1A26544E7...

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST:

DocuSigned by:
Tonya R. Grier
EEC476C4837648D...

Tonya R. Grier
Clerk to the Commission

DocuSigned by:

(Affix County Seal)

CONTRACTOR:

VENDOR NAME **Time2Give, Inc.**

DocuSigned by: Name of Signatory: Rachel Walker
Title of Signatory: Executive Director
292163D807644F1...

Authorized Signature

ATTEST:

DocuSigned by: Name of 2nd Signatory: **Laron Walker**
Laron Walker Title of 2nd Signatory: **Board Chair**
8DB34E0E3FE04BC...

Second Authorized Signature

(Affix Corporate Seal, if applicable)

APPROVED AS TO FORM:

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

DocuSign

Certificate Of Completion

Envelope Id: F7970CC71AED442C86E2D89F6853EA08
Status: Completed
Subject: Please DocuSign: 2024 CCSP Contract-Time2Give, Inc.-BOC Agenda#24-0350
Parcel ID:
Employee Name:
Source Envelope:
Document Pages: 27
Signatures: 6
Envelope Originator:
Certificate Pages: 7
Initials: 0
Cherie Williams
AutoNav: Enabled
Stamps: 1
141 Pryor Street
EnvelopeId Stamping: Enabled
Purchasing & Contract Compliance, Suite 1168
Time Zone: (UTC-05:00) Eastern Time (US & Canada)
Atlana, GA 30303
Cherie.Williams@fultoncountyga.gov
IP Address: 136.55.230.223

Record Tracking

Status: Original
7/16/2024 4:52:20 PM
Holder: Cherie Williams
Cherie.Williams@fultoncountyga.gov
Location: DocuSign
Security Appliance Status: Connected
Pool: StateLocal
Storage Appliance Status: Connected
Pool: Fulton County Government
Location: DocuSign

Signer Events	Signature	Timestamp
Rachel Walker connect@time2give.org Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 7/16/2024 6:07:37 PM ID: f0b2b1e6-2b93-4417-9c88-d8cc583756b5	DocuSigned by: 292163D807644F1... Signature Adoption: Drawn on Device Using IP Address: 104.200.102.87 Signed using mobile	Sent: 7/16/2024 5:01:42 PM Viewed: 7/16/2024 6:07:37 PM Signed: 7/16/2024 6:09:17 PM
Laron Walker walkerla@sciberus.com Co-founder Memik, Inc Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 7/17/2024 12:48:20 PM ID: 4146780f-c732-44bb-9de4-7e4dbe86dcae	DocuSigned by: Laron Walker 8DB34E0E3FE04BC... Signature Adoption: Pre-selected Style Using IP Address: 72.51.113.33	Sent: 7/16/2024 6:09:19 PM Resent: 7/17/2024 12:37:51 PM Viewed: 7/17/2024 12:48:20 PM Signed: 7/17/2024 12:48:57 PM
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	**Completed** Using IP Address: 45.20.200.178	Sent: 7/17/2024 12:49:00 PM Viewed: 7/17/2024 3:01:57 PM Signed: 7/17/2024 3:02:06 PM
Stanley Wilson Stanley.Wilson@fultoncountyga.gov Director Stanley Wilson Security Level: Email, Account Authentication (None)	DocuSigned by: Stanley Wilson 5E4D76DFB4A0450... Signature Adoption: Pre-selected Style Using IP Address: 76.209.103.30	Sent: 7/17/2024 3:02:10 PM Viewed: 7/18/2024 11:35:04 AM Signed: 7/18/2024 11:35:11 AM

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: 24.99.91.51	Sent: 7/18/2024 11:35:13 AM Viewed: 7/19/2024 1:06:36 PM Signed: 7/19/2024 1:09:34 PM
Electronic Record and Signature Disclosure: Accepted: 7/19/2024 1:06:36 PM ID: 9391eff3-edd8-4a0d-bfc5-1563614e7003		
David Lowman David.Lowman@fultoncountyga.gov Security Level: Email, Account Authentication (None)	DocuSigned by: David Lowman 0EC92EDADEFB4B8... Signature Adoption: Pre-selected Style Using IP Address: 47.36.19.90	Sent: 7/19/2024 1:09:37 PM Viewed: 7/19/2024 1:11:11 PM Signed: 7/19/2024 1:13:34 PM
Electronic Record and Signature Disclosure: Accepted: 7/19/2024 1:11:11 PM ID: 10eaff1a-1f6a-4843-9072-474a1c0dc12d		
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: 7/19/2024 1:13:36 PM Viewed: 7/22/2024 1:43:54 PM Signed: 7/22/2024 1:45:28 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: 7/22/2024 1:45:31 PM Viewed: 7/22/2024 1:48:59 PM Signed: 7/22/2024 1:49:06 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: 74.174.59.10	Sent: 7/22/2024 1:49:09 PM Viewed: 7/22/2024 3:04:53 PM Signed: 7/22/2024 3:05:04 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 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	**Completed** Using IP Address: 45.20.200.178	Sent: 7/22/2024 3:05:08 PM Viewed: 7/24/2024 2:16:26 PM Signed: 7/24/2024 2:16:30 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: 7/16/2024 5:01:40 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: 7/16/2024 5:01:40 PM Resent: 7/24/2024 2:16:39 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: 7/16/2024 5:01:41 PM
Dian DeVaughn dian.devaughn@fultoncountyga.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 7/24/2024 2:16:35 PM Viewed: 7/24/2024 3:02:46 PM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	7/16/2024 5:01:40 PM
Certified Delivered	Security Checked	7/24/2024 2:16:26 PM

Envelope Summary Events	Status	Timestamps
Signing Complete	Security Checked	7/24/2024 2:16:30 PM
Completed	Security Checked	7/24/2024 2:16:35 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.

Docusign Envelope ID: AEE09447-210F-4057-B6F4-7AF9FEF5B59F

FULTON COUNTY

CONTRACT DOCUMENTS

FOR

REQUEST FOR PROPOSAL 24RFP013124C-MH

2024 CONSOLIDATED COMMUNITY SERVICES PROGRAM

FOR

DEPARTMENT OF COMMUNITY DEVELOPMENT

OF

FULTON COUNTY, GEORGIA

Docusign Envelope ID: AEE09447-210F-4057-B6F4-7AF9FEF5B59F

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 **Families First, 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:

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ARTICLE I - PARTIES AND TERM:

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

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

(c) Nothing contained in this Agreement shall be 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: Health and Wellness

CCSP Funding Priority(ies):

Children and Youth: Not Applicable

Disabilities: Not Applicable

Economic Stability: Not Applicable

Health and Wellness: Number of individuals connected to available resources to help mitigate illness and health disparities,Number of individuals receiving referrals to behavioral health and

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other supportive services,Number of individuals who report or demonstrate improved health-related outcomes or other “quality of life” measures

Homelessness: Not Applicable

Senior Services: Not Applicable

Veterans Services: Not Applicable

Families First, Inc., Fulton County Consolidated Community Services Program - Building resilient communities through improved mental health and Navigator services 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
Virtual	Virtual	Virtual	Virtual	Virtual	NA	1,2,3,4,5,6
Families First Main Office	80 Joseph E. Lowery Blvd., NW	Atlanta	Georgia	30314	4	1,4,5,6

Approach and Design:

Families First, Inc., Fulton County Consolidated Community Services Program - Building resilient communities through improved mental health and Navigator services will provide services to **40** clients that reside in Fulton County, with CCSP funding.

Families First, Inc., will provide the following activities and services in Fulton County with CCSP funding:

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Families First behavioral health and Navigator services are provided in office and virtually to reduce barriers to access. Families are supported through intensive case management, counseling and other support services. We will provide intervention and prevention services to Fulton County individuals and families and others who are referred to us.

The families served by the Navigator program are struggling with complex challenges, including homelessness, housing insecurity, unemployment, underemployment, food insecurity, lack of health care and often untreated trauma. Navigators will develop family care plans, walk with clients through the process of enrolling in social service assistance, ensure clients get the help they need in the present, and act as a guide and mentor to support the family in becoming self-sufficient.

The behavioral health program is designed to improve the coping and functioning skills of low-income children, adults and families by providing counseling services to help them heal from emotional pain and trauma, stabilize mental health symptoms, develop coping skills to deal with life stressors, strengthen family and social relationships and achieve a greater sense of well-being and improved quality of life.

By offering counseling through our Behavioral Health Department and intensive case management via our Navigator services, Families First will provide Fulton County clients two “front doors” to access the help they need. For instance, if a client who is receiving counseling is housing or food insecure, a Families First counselor can refer them internally to our Navigator program and vice versa; if a Navigator services client is suffering from substance abuse, they will be referred to the Behavioral Health Department for mental health counseling.

Families First proposes to deliver effective, comprehensive, evidenced based/informed, nonjudgmental, empathetic services that focus on reducing stigma, are accessible and meet the needs of the individuals and families we serve. With grant funding, clients with no insurance and/or those who are under-insured, will receive mental health services either on a sliding scale or for free. Those with no insurance will receive help obtaining insurance. Proposed services include:

- Individual and Family Psycho-therapy
- Diagnostic Assessment
- Medication Management
- Nursing/Doula services
- Navigator Case Management i.e., assistance with education/vocational goals, employment, adequate housing, basic needs, school supplies, etc.
- Resiliency Assessment
- Family Care Planning/Goal Attainment
- Teen Pregnancy, Parenting and Prevention Services
- Coaching/Peer Support
- Aftercare Support

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These activities will be led by the Director of Clinical Services and the Director of Navigator Services. Families First behavioral health and Navigator professionals are culturally competent and reflect the population being served, including race, language and sexual orientation.

Individuals and families will be screened for baseline resilience at the beginning of treatment using the FFRNS and the Social Determinants of Health assessment. Clients will have their resiliency scored again at the end of treatment and aftercare.

Families First behavioral health services and Navigator care model directly address two of Fulton County's Health & Human Services Key Performance Indicators:

1. Prevent illness by engaging in healthier behaviors by increasing the percentage of residents engaged in substance abuse treatment – opioid, drinking, vaping
2. Prevent health disparities by educating residents, thus increasing the number of people who receive behavioral health services and connections to available resources

Additionally, these services meet the CCSP funding priority of Health and Wellness service category via the following two priorities:

1. Prevent illness and health disparities by educating and connecting individuals to available resources.
2. Programs addressing mental health, depression, stress, trauma and anxiety among individuals.

By coordinating behavioral health and Navigator services Families First is providing whole person, wrap-around care that holistically addresses behavioral issues that have been impacted by social factors. These services address the underlying depression, anxiety, lack of steady employment and other challenges poverty creates in the lives of our clients. By utilizing this comprehensive approach, we are much more effective in increasing the resiliency of our clients.

Families First will ensure that fewer Fulton County residents experience hunger by helping clients enroll in SNAP benefits and providing linkages to food pantries and other community food resources. Clients who are stably housed and food secure are able to focus their energy on other economic stability efforts, like workforce development or gaining their GED. Families First services provide a foundation to help clients overcome the long-term impacts of intergenerational poverty. Navigator and other behavioral health services will help families build resilience through addressing unresolved trauma, anxiety and other mental health struggles. Our comprehensive services will stabilize famiies in the present and provide coping skills for families to use in the future.

Families First has developed several strategic partnerships with agencies and organizations in the community that share our vision of all children and families strengthening their resilience so they can achieve their full potential. Partners such as the City of Atlanta provide funding to support direct services; Odyssey Family Counseling delivers substance use treatment to our clients in need of specialized

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treatment; Morehouse School of Medicine supplies psychiatric services, including medication management; and Raising Expectations shares our main office space and provides virtual schooling and youth programming to children on the Westside. Raising Expectations also serves as a referral source for the Navigator program. We have also partnered with the Westside Future Fund, connecting us to other local partners who are specifically focused on caring for and strengthening Westside residents and the community we call home. Our partnership with Laureus Sport for Good allows participants to explore various sports and how to lead a healthy lifestyle. We have a partnership with Work Source Georgia for workforce development coaching. These carefully cultivated partnerships help support our families by providing services that lie outside Families First programs and provide our clients with a comprehensive, well-rounded, customized care plan and resources they can utilize to help them build resiliency and remain self-sufficient when future challenges arise.

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).

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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.)	$786.00
Operational	$0.00
Direct Services	$39,214.00
Total	$40,000.00

Explanation of Funding Details:

We are requesting $40,000 in CCSP funding.

Cost categorgies include:

Administrative

$786/Indirect costs including salaries, benefits and taxes for executive / management for supervision and oversight of program activities.

Operational

$0

Direct Services

$39,214/Portions of salaries and fringe benefits for the Program Manager Navigator Services, Four (4) Navigators, an Intake Specialist and Counselor; plus Client Basic Needs ($2,729)

Additional Explanation of Funding Details

Administrative costs include the partial salaries and benefits of the Director of Navigator Services for providing supervision of the program. There are no Operational costs associated with this grant application. Direct Service costs include the salaries and fringe benefits for the Navigator Services Program Manager,

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four Navigators, an Intake Specialist and a Counselor. These are key program staff dedicated to providing the intensive case management and counseling services proposed in this application. Direct Services costs also include funds earmarked for helping clients meet their basic needs, including rent, utilities, food, shelter and transportation

Program Performance Measures:

Families First, Inc. agrees to track and report program performance to the Fulton County Department of Community Development.

County Defined Performance Measure(s):

Children and Youth: Not Applicable

Disabilities: Not Applicable

Economic Stability: Not Applicable

Health and Wellness: Number of individuals connected to available resources to help mitigate illness and health disparities,Number of individuals receiving referrals to behavioral health and other supportive services,Number of individuals who report or demonstrate improved health-related outcomes or other “quality of life” measures

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:

Families First has identified four projected outcomes for the coordination of services between behavioral health Navigator services: 1) Decrease barriers to physical and mental health services; 2) Increase clients’

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feelings of safety and stability; 3) Improve overall family functioning; and 4) Stabilize families for the long-term.

Strengthening resiliency is the foundation of these outcomes. Upon entry to the program, each family will be screened for resilience using the FFRNS and the SDOH assessment. This assessment will first help us ensure that the client's housing and other basic needs are met, followed by a custom treatment plan around housing, food, safety, education, and medical and mental healthcare.

We know that when clients do not have to worry about having a roof over their head, they are more intentional about working on family dynamics, workforce development and education. Families will learn the skills to advocate for themselves, navigate community resources, and maintain stability physically, mentally, emotionally and spiritually.

First staff are trained in Motivational Interviewing (MI), a method that facilitates and engages intrinsic motivation within the client in order to change behavior based on a goal-oriented, client-centered counseling style. We utilize Trauma-Informed Care follows nine key principles: Safety, Transparency, Peer Support, Collaboration, Empowerment, Voice/Choice, Cultural, Historical and Gender Issues. Mental health is fundamental to the safety, well-being and success of children, families and the community we serve.

At the same time that we are addressing mental health issues, we are working on clients' education and career goals by partnering with organizations that specifically address workforce development. These skills, knowledge and capabilities are directly correlated to creating stability and building resilience over time in order for clients to be less dependent on social services.

While we continue to evaluate a client's progress through the duration of the program, we will score family resilience at the end of treatment and schedule after-care check-ins for 6-18 months. These aftercare check-ins allow us to assess where a client is emotionally, physically and mentally on the path to continuing mental stability and self-sufficiency.

Families First counselors and Navigators will work with clients and their families to ensure their effective utilization of all supportive services and completion of their treatment plans. We believe that the combined services of behavioral health and the Navigator program will have a significant impact on families' abilities to remain stably housed, achieve economic stability, build resilience and improve their mental and emotional well-being. Families that strengthen their resilience can adapt to future challenges by accessing community resources rather than returning to Families First or our partners.

Families come to our doors seeking support because they have exhausted their existing resources and connections. We work first to ensure their basic needs are met and then we work on the underlying barriers that resulted in whatever challenges they may be facing.

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Many of our clients are dealing with unresolved trauma from generations of poverty which can result in mental health challenges that prevent them from gaining and/or maintaining employment. We offer mental health counseling to help clients address and start to overcome the anxiety, depression and other issues that can prevent them from participating in workforce development initiatives and future employment.

Because our treatment plans are tailored to address the unique needs of the individuals we serve, the achievement of milestones during the contract period will vary. However, as an example, for a client receiving counseling services, treatment goals are reassessed at least every 90 days. The FFRNS, which is the entry point for all clients receiving services, is completed every 90 days, again at program exit and throughout aftercare.

The Families First's Continuous Quality Improvement (CQI) team is responsible for monitoring and evaluating the agency's programs and ensuring compliance with grants, contracts and alignment with the strategic plan for the agency. Applying a 360-degree model of evaluation, participants, program staff and community partners will all be involved in submitting, reviewing and analyzing data for the overall agency.

Data about the program, specifically the number of inputs and activities, the number and percent of participation and feedback will be tracked through our organization's database and is compiled and reviewed by staff bi-monthly. Families First will maintain and evaluate rosters to track program participation and guide outreach and recruitment. The program will be formally evaluated by our CQI department using a logic model and evaluation plan. Additionally, participants will be given client satisfaction surveys to assess the success of the program from the client's point of view. Both the formal evaluation by our Data and Evaluation Analyst and the client surveys will allow Families First staff to evaluate the effectiveness of the program and make adjustments if outcomes and goals are not being met.

The county-defined performance measures that Families First will compile and report on during the contract period are:

1. Number of individuals connected to available resources to help mitigate illness and health disparities
2. Number of individuals receiving referrals to behavioral health and other supportive services
3. Number of individuals who report or demonstrate improved health-related outcomes or other "quality of life" measures

By the end of the grant period, the following goals will be reached:

· 80% of clients will increase overall resiliency

· 75% of clients will reduce the barrier to access to healthcare due to out of pocket costs

· 80% of clients will exhibit progress on at least one goal on their treatment plan or family care plan

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· 75% of clients will increase perception of social support

Agency Defined Performance Measure(s):

Agency defined performance measures to report on:

· Clients will increase overall resiliency

· Clients will reduce barriers to access to healthcare due to out-of-pocket costs

· Clients will exhibit progress on at least one goal on their treatment plan or family care plan

· Clients will increase perception of social support

The schedule for data collection is robust to capture the data for the progress and the effect the program has on participants. Families First staff works with clients to collect baseline data, which is used by behavioral health and Navigator staff to develop and monitor their progress toward their individual goals and treatment plans. Clients will be screened for resilience using the FFRNS-14 Screening at intake and screened again at program exit and throughout aftercare. Families First staff will maintain and evaluate rosters to track program participation and guide outreach and recruitment. Staff may develop and administer additional surveys, assessments and/or evaluations to inform program design and improvement.

Metrics to be measured:

# of individuals connected to available resources to help mitigate illness and health disparities

# of individuals receiving referrals to behavioral health and other supportive services

# of individuals who report or demonstrate improved health-related outcomes or other “quality of life” measure

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,

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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.

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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.**

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(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

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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:

Families First, Inc.
80 Joseph E. Lowery Blvd. NW
Atlanta, Georgia 30314

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.

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(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

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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

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(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 **Families First, 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,

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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.

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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.

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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.

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STATE OF GEORGIA

COUNTY OF FULTON

FORM F: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services[1] under a contract with **[insert name of prime contractor (Agency)]** Families First, 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.

86106
EEV/Basic Pilot Program* User Identification Number

Families First, Inc.
Name of Contractor (Agency)

Schwanna C. Lakine
BY: Authorized Signature of Officer or Agent of Contractor

Chief Financial Officer
Title of Authorized Officer or Agent of Contractor of Contractor

Schwanna C. Lakine
Printed Name of Authorized Officer or Agent of Contractor

Sworn to and subscribed before me this 23 day of February, 2024.

Notary Public: Alice Sims Maddox

County: Fulton

Commission Expires: 07-01-2024

ALICE SIMS MADDOX NOTARY PUBLIC FULTON COUNTY GA EXPIRES GEORGIA July 1, 2024

[1]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.

[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].

Docusign Envelope ID: AEE09447-210F-4057-B6F4-7AF9FEF5B59F

STATE OF GEORGIA

COUNTY OF FULTON

FORM G: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT

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

86106
EEV/Basic Pilot Program* User Identification Number of Subcontractor

N/A
Name of Subcontractor (Individual/Agency)

N/A
BY: Authorized Signature Officer or Agent of Subcontractor

N/A
Title of Authorized Officer or Agent of Subcontractor

N/A
Printed Name of Authorized Officer or Agent of Subcontractor

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

Notary Public: _____

County: _____

Commission Expires: _____

[3]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.

[4]*[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].

Docusign Envelope ID: AEE09447-210F-4057-B6F4-7AF9FEF5B59F

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/4/2024

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 Sterling Seacrest Pritchard, Inc. 2500 Cumberland Pkwy. Suite 400 Atlanta GA 30339	**CONTACT NAME:** Felicia Samuels **PHONE (A/C, No, Ext):** 404-949-1094 **FAX (A/C, No):** 404-261-5440 **E-MAIL ADDRESS:** fsamuels@sspins.com
INSURED FAMIL-1 Families First 80 Joseph E Lowery Blvd Atlanta GA 30314	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** NONPROFITS INSURANCE ALLIANCE GROUP **INSURER B :** Travelers Casualty Insurance Co of America — 19046 **INSURER C :** KEY RISK INSURANCE **INSURER D :** Atlantic Specialty Insurance Co — 27154 **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 1377178005 **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	X **COMMERCIAL GENERAL LIABILITY** ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:	Y	Y	2024-57788	1/31/2024	3/1/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 500,000 $ 20,000 $ 1,000,000 $ 3,000,000 $ 3,000,000 $
A	**AUTOMOBILE LIABILITY** X ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			2024-57788	1/31/2024	3/1/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
A	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** ☐ CLAIMS-MADE ☐ DED X RETENTION $ 10,000			2024-57788-UMB	1/31/2024	3/1/2025	EACH OCCURRENCE AGGREGATE $	$ 5,000,000 $ 5,000,000 $
C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		KEY0136279	1/31/2024	1/31/2025	X PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
B D A	Crime Professional Liability Sexual abuse/Molestation			105556685 MML-33837-24 2024-57788	1/31/2024 1/31/2024 1/31/2024	3/1/2025 3/1/2025 3/1/2025	Limit Aggregate Aggregate	1,000,000 3,000,000 3,000,000

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

Certificate holder is included as additional insured on the General Liability per the attached form (ANI-RRG-E61 02 19).

Waiver of Subrogation is provided on the General Liability per form (ANI-RRG-E26 11 17).

CERTIFICATE HOLDER

Fulton County Government
141 Pryor St. SW
Atlanta GA 30303-3408

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
SOCIAL SERVICE PROFESSIONAL LIABILITY COVERAGE FORM

SCHEDULE

Name of Person or Organization:

Where you are so required in a written contract or agreement currently in effect or becoming effective during the term of this policy, we waive any right of recovery we may have against that person or organization, who may be named in the schedule above, because of payments we make for injury or damage.

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ALLIANCE OF NONPROFITS FOR INSURANCE
A Head for Insurance. A Heart for Nonprofits.

POLICY NUMBER: 2023-57788

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED PRIMARY AND NON-CONTRIBUTORY ENDORSEMENT FOR PUBLIC ENTITIES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

A. Section II – WHO IS AN INSURED is amended to include:

4. Any public entity as an additional insured, and the officers, officials, employees, agents and/or volunteers of that public entity, as applicable, who may be named in the Schedule above, when you have agreed in a written contract or written agreement presently in effect or becoming effective during the term of this policy, that such public entity and/or its officers, officials, employees, agents and/or volunteers be added as an additional insured(s) on your policy, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

a. Your negligent acts or omissions; or
b. The negligent acts or omissions of those acting on your behalf;

in the performance of your ongoing operations.

No such public entity or individual is an additional insured for liability arising out of the sole negligence by that public entity or its designated individuals. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.

B. Section III – LIMITS OF INSURANCE is amended to include:

8. The limits of insurance applicable to the public entity and applicable individuals identified as an additional insured(s) pursuant to Provision A.4. above, are those specified in the written contract between you and that public entity, or the limits available under this policy, whichever are less. These limits are part of and not in addition to the limits of insurance under this policy.

C. With respect to the insurance provided to the additional insured(s), **Condition 4. Other Insurance of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** is replaced by the following:

4. Other Insurance

a. Primary Insurance

This insurance is primary if you have agreed in a written contract or written agreement:

(1) That this insurance be primary. If other insurance is also primary, we will share with all that other insurance as described in **c.** below; or

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(2) The coverage afforded by this insurance is primary and non-contributory with the additional insured(s)' own insurance.

Paragraphs (1) and (2) do not apply to other insurance to which the additional insured(s) has been added as an additional insured or to other insurance described in paragraph **b.** below.

b. Excess Insurance

This insurance is excess over:

1. Any of the other insurance, whether primary, excess, contingent or on any other basis:
   (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
   (b) That is fire, lightning, or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;
   (c) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises temporarily occupied by you with permission of the owner; or
   (d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE**.
   (e) Any other insurance available to an additional insured(s) under this Endorsement covering liability for damages which are subject to this endorsement and for which the additional insured(s) has been added as an additional insured by that other insurance.

(1) When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the additional insured(s) against any "suit" if any other insurer has a duty to defend the additional insured(s) against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the additional insured(s)' rights against all those other insurers.

(2) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:
   (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
   (b) The total of all deductible and self-insured amounts under all that other insurance.

(3) We will share the remaining loss, if any, with any other insurance that is not described in this **Excess Insurance** provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Methods of Sharing

If all of the other insurance available to the additional insured(s) permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any other the other insurance available to the additional insured(s) does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

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

OWNER:

FULTON COUNTY, GEORGIA

DocuSigned by:
Robert L. Pitts
BA715B1A26544E7...

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST:

DocuSigned by:
Tonya R. Grier
EEC476C4837648D...

Tonya R. Grier
Clerk to the Commission

(Affix County Seal)

DocuSigned by:

CONTRACTOR:

VENDOR NAME **Families First, Inc.**

DocuSigned by: Name of Signatory: Paula M. Moody
Paula Moody Title of Signatory: CEO
BBA79C68F58949A...

Authorized Signature

ATTEST:

DocuSigned by: Name of 2nd Signatory: **Schwanna C. Lakine**
Schwanna C. Lakine Title of 2nd Signatory: **Chief Financial Officer**
7117F959926A449...

Second Authorized Signature

(Affix Corporate Seal, if applicable)

APPROVED AS TO FORM:

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

DocuSign

Certificate Of Completion

Envelope Id: AEE09447210F4057B6F47AF9FEF5B59F
Status: Completed
Subject: Please DocuSign: 2024 CCSP Contract-Families First, Inc.-BOC Agenda#24-0350
Parcel ID:
Employee Name:
Source Envelope:
Document Pages: 30
Signatures: 6
Certificate Pages: 7
Initials: 0
AutoNav: Enabled
Stamps: 1
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Envelope Originator:
Cherie Williams
141 Pryor Street
Purchasing & Contract Compliance, Suite 1168
Atlana, GA 30303
Cherie.Williams@fultoncountyga.gov
IP Address: 136.55.230.223

Record Tracking

Status: Original
7/15/2024 1:16:54 PM
Holder: Cherie Williams
Cherie.Williams@fultoncountyga.gov
Location: DocuSign

Security Appliance Status: Connected
Pool: StateLocal

Storage Appliance Status: Connected
Pool: Fulton County Government
Location: DocuSign

Signer Events	Signature	Timestamp
Paula Moody paula.moody@familiesfirst.org CEO Families First Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 7/15/2024 2:13:20 PM ID: 3b6b7712-f193-4692-9812-d0ff91b86bf2	DocuSigned by: Paula Moody BBA79C68F58949A... Signature Adoption: Pre-selected Style Using IP Address: 73.137.255.125	Sent: 7/15/2024 1:22:03 PM Viewed: 7/15/2024 2:13:20 PM Signed: 7/15/2024 2:15:03 PM
Schwanna C. Lakine schwanna.lakine@familiesfirst.org CFO Families First, Inc. Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 7/17/2024 8:28:01 AM ID: 1ccae1ff-fb40-4eaa-8ca2-04939e491eb4	DocuSigned by: Schwanna C. Lakine 7117F959926A449... Signature Adoption: Pre-selected Style Using IP Address: 96.86.241.97	Sent: 7/15/2024 2:15:05 PM Viewed: 7/17/2024 8:28:01 AM Signed: 7/17/2024 8:29:43 AM
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	**Completed** Using IP Address: 45.20.200.178	Sent: 7/17/2024 8:29:46 AM Resent: 7/17/2024 12:38:00 PM Viewed: 7/17/2024 3:03:52 PM Signed: 7/17/2024 3:04:05 PM
Stanley Wilson Stanley.Wilson@fultoncountyga.gov Director Stanley Wilson Security Level: Email, Account Authentication (None)	DocuSigned by: Stanley Wilson 5E4D76DFB4A0450... Signature Adoption: Pre-selected Style Using IP Address: 76.209.103.30	Sent: 7/17/2024 3:04:08 PM Viewed: 7/18/2024 11:09:54 AM Signed: 7/18/2024 11:10:03 AM

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: 24.99.91.51	Sent: 7/18/2024 11:10:07 AM Viewed: 7/19/2024 6:07:30 PM Signed: 7/19/2024 6:09:10 PM
Electronic Record and Signature Disclosure: Accepted: 7/19/2024 6:07:30 PM ID: 8c8aeba4-bdb5-4d41-8d1e-2a3e375441bd		
David Lowman David.Lowman@fultoncountyga.gov Security Level: Email, Account Authentication (None)	DocuSigned by: David Lowman 0EC92EDADEFB4B8... Signature Adoption: Pre-selected Style Using IP Address: 73.43.218.125	Sent: 7/19/2024 6:09:12 PM Viewed: 7/21/2024 4:39:24 PM Signed: 7/21/2024 4:40:45 PM
Electronic Record and Signature Disclosure: Accepted: 7/21/2024 4:39:24 PM ID: e99de581-e95c-4e4a-be16-17f0061d4347		
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: 7/21/2024 4:40:48 PM Viewed: 7/22/2024 1:35:49 PM Signed: 7/22/2024 1:36:43 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: 7/22/2024 1:36:46 PM Viewed: 7/22/2024 1:38:55 PM Signed: 7/22/2024 1:39:01 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: 74.174.59.10	Sent: 7/22/2024 1:39:04 PM Viewed: 7/22/2024 3:01:10 PM Signed: 7/22/2024 3:01:20 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 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	**Completed** Using IP Address: 45.20.200.178	Sent: 7/22/2024 3:01:24 PM Viewed: 7/24/2024 2:18:33 PM Signed: 7/24/2024 2:18:38 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: 7/15/2024 1:22:01 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: 7/15/2024 1:22:01 PM Resent: 7/24/2024 2:18:48 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: 7/15/2024 1:22:02 PM Viewed: 7/15/2024 1:46:41 PM
Dian DeVaughn dian.devaughn@fultoncountyga.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 7/24/2024 2:18:44 PM Viewed: 7/24/2024 4:45:18 PM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	7/15/2024 1:22:01 PM
Certified Delivered	Security Checked	7/24/2024 2:18:33 PM

Envelope Summary Events	Status	Timestamps
Signing Complete	Security Checked	7/24/2024 2:18:38 PM
Completed	Security Checked	7/24/2024 2:18:44 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

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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.

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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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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.
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ii. send us an e-mail to glenn.king@fultoncountyga.gov and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

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

** 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.
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FULTON COUNTY

CONTRACT DOCUMENTS

FOR

REQUEST FOR PROPOSAL 24RFP013124C-MH

2024 CONSOLIDATED COMMUNITY SERVICES PROGRAM

FOR

DEPARTMENT OF COMMUNITY DEVELOPMENT

OF

FULTON COUNTY, GEORGIA

Docusign Envelope ID: 0094D188-D346-455E-9033-6CEA0EBE92FA

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 **Entryway** (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:

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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

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ARTICLE 12. SEVERABILITY OF TERMS

ARTICLE 13. PRECEDENCE OF AGREEMENT

ARTICLE 14. EQUAL EMPLOYMENT OPPORTUNITY

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ARTICLE 16. GOVERNING LAW

ARTICLE 17. JURISDICTION

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ARTICLE I - PARTIES AND TERM:

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

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

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

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

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

ARTICLE II - SCOPE OF CONTRACTOR'S DUTIES:

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

SCOPE OF WORK:

Consolidated Community Services Program (CCSP)

CCSP Service Category: Economic Stability/Poverty

CCSP Funding Priority(ies):

Children and Youth: Not Applicable

Disabilities: Not Applicable

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

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programs/resources focused on foundational education...,Training Job Development Employment which leads to self sufficiency Ex offender support services...

Health and Wellness: Not Applicable

Homelessness: Not Applicable

Senior Services: Not Applicable

Veterans Services: Not Applicable

Entryway, Entryway - Fulton County Career Training, Job Placement, and Housing 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
Entryway Atlanta - Offices	4405 Northside Parkway, Suite 2211	Atlanta	Georgia	30327	3	1,2,3,4,5,6
Vesta Camp Creek Apartments	5100 Welcome All Rd. SW	Atlanta	Georgia	30349	5	1,2,3,4,5,6
The Park at Windward Concourse	1725 Windward Concourse	Alpharetta	Georgia	30005	1	1,2,3,4,5,6

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Approach and Design:

Entryway, Entryway - Fulton County Career Training, Job Placement, and Housing Program will provide services to **5** clients that reside in Fulton County, with CCSP funding.

Entryway, will provide the following activities and services in Fulton County with CCSP funding:

While the work of Entryway Atlanta addresses many of the funding priorities related to the CSP Service Category of "Homelessness," we have chosen to highlight how our programs align with the funding priorities associated with the CPS Category of "Economic Stability/Poverty." Those priorities include:

- CSP Funding Priority #1: Training/Job Development/Employment which leads to self-sufficiency. Ex-offender support services (employment, housing options and transitional skills training).
- CSP Funding Priority #2: Access to digital literacy / training for middle skill jobs including "earn and learn" models which allow job seekers to meet basic needs while training to enter living wage jobs.
- CSP Funding Priority #3: Improved access to economic opportunities, programs and resources focused on foundational education, career exploration; coaching to re-engage youth up to age 21 and provide job-readiness skills for employment. Wraparound Support to address basic needs during training (rental assistance, transportation, childcare).

Service/Activity: Entryway works with Continuum of Care service providers to identify program candidates that are a good fit for our program.

In our model, Entryway staff cultivate relationships with non-profit social service providers who work with individuals experiencing homelessness, provide workforce development opportunities, or both. Those providers help us identify individuals who have the skills sought by our property management partners and would potentially be interested in our program. We then screen and vet candidates through interviews and background checks to ensure they are a good fit for our partners' open positions and vice versa.

Nonprofits referring candidates to Entryway must complete a program application for each candidate. The program application (sent to the Executive Director and the national program team) requires the following information about the candidate, which is later confirmed by Entryway staff:

- Client information - age, demographics, gender, race, marital and veteran status
- Household information - family members/dependents along with age, race, relationship status
- Education, criminal background, employment information
- Sources of income

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- All expenses and debt

Service/Activity: Entryway cultivates partnerships with multifamily housing companies that are willing to interview, employ and affordably house program participants

A research study released in May 2022 commissioned by the National Multifamily Housing Council and National Apartment Association reports that the U.S. needs 4.3M new apartments by 2035 to meet demand. This rapid growth in the multifamily housing industry also leads to a demand for quality employees to fill entry-level positions in property management. Entryway matches leading property management companies with individuals who are ready to work and have the motivation and skill set for a career in property management. The result is an innovative program that provides full-time employment and housing opportunities for individuals at-risk of or facing homelessness and a pipeline of high-quality, motivated employees for the multifamily housing industry.

Entryway Atlanta partners with 13 apartment management companies, placing people experiencing situational homelessness in entry-level jobs at residential communities where they are also provided with discounted onsite housing. Most regional partners provide a 70% market rate discount to rent for the first 12 months of the program participants' employment. By comparison, the industry standard housing discount for on-site employees is approximately 20%.

Service/Activity: Entryway hosts/sponsors/attends targeted job fairs where participants are provided opportunities to connect with partnering multifamily housing companies that will ultimately offer them employment and housing.

In 2024, Entryway Atlanta is committed to hosting two job fair hiring events. Hosted events feature the following components and deliver tangible results:

- These are all-day events. In the morning, our referrals/candidates will receive interview prep sessions and resume coaching to be well-prepared for actual interviews that will occur in the afternoon.
- Prospective employers set up booths where they display recruitment and marketing materials and can interact with candidates.
- In this model, candidates have an opportunity to talk to multiple potential employers, get a chance to practice "soft skills" like interviewing and networking, and have a greater agency in selecting where to submit applications.
- Prospective employers have an opportunity to interview potential employees, survey the candidate pool, pitch their specific job opportunities, and further their DEI objectives.
- These events also provide an opportunity for funders and other corporate partners to see first-hand the value of Entryway in breaking down stereotypes about unhoused individuals and, most importantly, in connecting these persons with a future prospect that includes housing and a job. Not a theoretical, nebulous future but rather a tangible and near-term future.
- We will capture metrics for all events, including overall participation numbers. Candidate metrics include demographic information, family status, job categories, placements, and veteran status. For industry partners, we will track the number of interviews and for what role; the number of individuals asked back for a follow-up interview; and the number of individuals hired.

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In addition, Entryway will co-sponsor and attend at least four additional job placement events aimed at connecting participants with employers and identifying future participants. In these cases, participants will receive interview preparation and job skills training virtually.

Service/Activity: Entryway's mentor program supports program participants in the longer-term

The Entryway mentoring program pairs Entryway candidates with volunteer mentors who commit to engaging with the candidates for 12 months. We believe a robust mentoring program is crucial for our clients and will help ensure long-term self-sufficiency beyond the first year of employment. To work with our program participants, mentors must:

- Be at least 20 years old
- Complete a volunteer application, sign a volunteer confidentiality agreement, and interview with the Executive Director (to assess appropriateness, commitment level, and gather the information that will assist in developing good mentor-mentee matches)
- Complete a specialized training program that covers topics like healthy mentoring relationships, boundaries, understanding the issue of homelessness, codes of conduct, procedures, and communicating with Entryway.
- Once matched, the Mentor, Mentee, and Entryway will enter into a formal mutual mentoring agreement.

Service/Activity: Entryway provides online training opportunities specific to the needs of participants and high-demand jobs sought after by the property management industry as well as more advanced vocational/technical training that improves opportunities for advancement in the multifamily housing industry over time.

Entryway has recently incorporated a state-of-the-art Learning Management System, Edge2Learn, into our program. This online training platform specializes in vocational training for roles in the multifamily housing industry. They provide courses and learning paths that prepare program participants to succeed in Groundskeeper, Maintenance Technician, and Leasing Office Coordinator roles. A myriad of industry-specific and soft-skill training topics are available through Edge2Learn, including modules related to property maintenance, leasing and marketing, operations, human resources, and leadership.

Entryway also develops its own internal training courses that have been customized to meet the specific needs of our program participants. The Entryway Training Department will continue to evolve our in-house offerings as the needs of participants and our multi-family partners emerge. Our soft skill literacy training courses are particularly valuable to participants, topics include: communication, interviewing, resume writing, presentation skills, self-motivation, and email etiquette. Technical training in Microsoft Word, Outlook, PowerPoint, and Excel are also offered.

Service/Activity: Entryway partners with organizations that can equip program participants with more advanced vocational/technical training that improves their opportunities for advancement in the job market.

When participants are ready, Entryway helps provide pathways to more advanced and specialized training to improve their ability to get wage increases, promotions, or certifications. Entryway engages in numerous partnerships with vocational training entities. Examples of these partnerships include:

- Goodwill Industries 7-week CAMT (Certified Apartment Maintenance Technician) course: Entryway participants taking advantage of this opportunity receive training for careers in the field of residential or

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commercial facility management and repair, OSHA 10 Safety Training, EPA Universal as well as R410A (Refrigerant). Plumbing, Electrical, and CPO (Certified Pool Operator) coursework. This 7-week course is free to all Entryway participants.

- Licensing Boards of America offers an EPA 608 Certification. Entryway refers their participants to the Licensing Board of America for EPA (Environmental Protection Act) 608 certification. This certification is mandatory for any maintenance technician who maintains, services, repairs, or disposes of chemicals in standard HVAC and heating systems.

- Chadwell University offers training in Appliance TroubleShooting. This hands-on program provides participants with the skills and experience to service all major appliances, from washing machines and dryers to ranges and refrigerators.

- The Atlanta Apartment Association offers CALP (Certified Apartment Leasing Professional) Certification. This is the first credential earned in a career in residential property management, and assists leasing agents with integrating successful sales techniques, increasing resident retention, and meeting resident needs.

Health and Human Services Strategic Objectives/Key Performance Indicator Alignment

The services provided by Entryway most closely align with the following Fulton County "Health and Human Services" Strategic Objectives and the associated Key Indicators that are improved by those services appear below:

Fulton County "Health and Human Services" Strategic Objective #1: "Prevent health disparities by educating residents and connecting them to available resources."

- Associated Key Indicator improved by the services provided by Entryway include:
    - Number of uninsured adults and children

According to a study done by the National Healthcare for the Homeless Council, of the more than 20,000 patients served by Georgia's federally-funded Health Care for the Homeless facilities in 2019, 65% were uninsured. When Entryway enters into a partnership with a multifamily housing property management company, we negotiate a series of minimum requirements related to the job offers our program participants receive. Health insurance is one of those requirements. Therefore, we expect that all 20 Fulton County participants funded by this grant will become insured as part of their employment terms, thus helping Fulton County reduce the number of uninsured adults and children in 2024. In addition, the health insurance status of participants is tracked both 90-days after a participant is hired by one of our property management partners, and at Graduation or program exit (whichever comes first) as part of our "Self-Sufficiency Matrix" assessment.

HHS Strategic Objective: "Support the vulnerable residents in our social services."

- Associated Key Indicators Improved by the services provided by Entryway
    - Number of residents who receive permanent supportive housing and support services
    - Percentage change in the homeless population each year.

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Entryway has delivered impressive outcomes related to participant job retention and housing stability. As previously mentioned, data shows that 87% of Entryway participants remain employed for at least one year in the multifamily housing industry - that employment includes discounted housing. Data also confirms that 93% of Entryway participants do not re-enter homeless services within one year. We expect these trends to extend to the 22 Fulton County residents that would benefit from these grant funds, thus contributing to an increased number of residents receiving permanent, long-term housing and avoiding chronic homelessness.

Collaborative relationships to assist organizations to address this need:

Most non-profit organizations serving those experiencing homelessness must choose which to prioritize for their clients: housing or employment. Entryway can offer both simultaneously through our partnerships with non-profit partners and property management firms.

Entryway is a Continuum of Care (CoC) organization in Atlanta and has relationships with more than 30 local nonprofits that help identify candidates for our program. These “referring nonprofit partners” help Entryway connect with individuals experiencing situational homelessness, are enthusiastic about working in the multifamily housing industry, and have workforce experience. Referral partners in the Atlanta area include the Atlanta Veterans Administration, ARCHI (Atlanta Regional Collaborative for Health Improvement), Goodwill of North Georgia, the Salvation Army, Mercy Care of Atlanta, Action Ministries, the Atlanta Mission, Atlanta Technical College, Chris 180, the Warrior Alliance, Hope Atlanta, Project Community Connections, Inc., United Way of Atlanta, and Hands on Atlanta.

Entryway has 13 multifamily industry partners that have agreed to interview, hire and house Entryway participants in Atlanta including ACRE First Communities. Cortland. Crescent Communities. Dominium, Fairfield, Gables, Windsor, Harbor Group, IMT Residential, IRT Living, Middleburg, Ti Communities, and Waterton.

In addition, we partner with CORT Furniture, a company that provides furniture rentals and transitional services throughout the country. CORT and Entryway have teamed up to provide a Housewares Essentials Kit to every Entryway participant when they transition to their new apartment. The kit includes essentials such as linens, towels, kitchen necessities, small appliances, and more to make their new place to live a home in which to thrive. CORT also provides furniture pieces to our participants, which include bedroom furniture, dining room sets, and living room sets - tables, chairs, ottoman, coffee table, and television.

Through a partnership with Comcast, we can provide free internet service and laptops to participants without significantly impacting our program budget. Any participant in our program who wants or needs a computer gets one. Computer literacy training will also be provided by our volunteers.

Designation of CSP Funds:

Based on the awarded amount of **$30,000.00,** the CCSP funds are designated according to the following cost categories: Administrative, Operational, and Direct Services.

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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.)	$1,500.00
Operational	$0.00
Direct Services	$28,500.00
Total	$30,000.00

Explanation of Funding Details:

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Entryway Atlanta requests $30,000 in CCSP funding, representing less than 30% of the total program cost. Funds will be allocated as follows, allowing Entryway Atlanta to provide in-depth services related to housing, employment, career training, and income stability for at least 5 of the 22 Fulton County residents expected to participate in our program during 2024.

Administration ($1,500): $1,000 for the Executive Director's salary for administrative and management duties and $500 for administrative support functions.

Operational ($0): No operational expenses are being requested.

Direct Services ($28,500): Personnel comprises $25,000 of the request, including a portion of the following salaries pursuant to activities performed in direct service to program participants - Executive Director salary ($10,000), Training Manager salary ($4,000), PT Program Manager Salary ($8,000), Intake/Evaluation Program Assistant ($2,000) + Payroll taxes & insurance associated with personnel listed under direct service below ($1,000). Other direct service expenses include program materials & supplies ($2,500), transportation for participants via Lyft ($500), and laptops or iPads for participants to be used to access training and apply for employment ($500).

Program Performance Measures:

Entryway agrees to track and report program performance to the Fulton County Department of Community Development.

County Defined Performance Measure(s):

Children and Youth: Not Applicable

Disabilities: Not Applicable

Economic Stability: Number of individuals placed in Living Wage Employment; receiving training/job development/employment support...,Number of individuals receiving access/support for educational resources...,Number of referrals to WorkSource Fulton / WorkSource Atlanta

Health and Wellness: Not Applicable

Homelessness: Not Applicable

Senior Services: Not Applicable

Veterans Services: Not Applicable

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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:

Entryway Atlanta will use the following methods to reach goals relating to three Economic Stability/Poverty County defined performance measures:

1. Number of referrals to WorkSource Fulton/WorkSource Atlanta
2. Number of individuals placed in Living Wage Employment, receiving training/job development/employment support services which lead to self-sufficiency
3. Number of individuals receiving access to and support for educational resources (vocational partnerships)

County-defined performance measure #1: Number of referrals to WorkSource Fulton/Worksource Atlanta

- Corresponding Goal: 11
- Methods: After a candidate has been screened and accepted into the Entryway program, it is standard practice to refer them to WorkSource Fulton/WorkSource Atlanta (WorkSource). The executive director makes these referrals and keeps a record of any WorkSource assistance received for each candidate in the program. After referral to WorkSource Fulton/WorkSource Atlanta, candidates will have the option to apply for WIOA funding for the following 2 services:

  (1) WorkSource provides funding to economically disadvantaged adults, at-risk youth, and dislocated workers through the WIOA (Workforce Innovation and Opportunity Act). When well-suited, this program provides funding to Entryway participants seeking training to increase or enhance skill levels to gain employment. When Entryway participants need vocational or technical training from a WorkSource-eligible training provider, WorkSource uses WIOA funds to pay for the training.

  (2) On-the-Job Training (OJT) utilizes WIOA resources to subsidize the training period for eligible new hires. New hires must be WIOA-eligible participants and hired as "employees" of the business. Subsidies can be up to 75% of wages for six months for qualified employers and qualified jobs/positions. For example, if an apartment complex hired one of our participants as a leasing coordinator, Entryway could ask WorkSource to use WIOA funds to subsidize up to 75% of their salaries for the first 6 months.

- How this will be measured (tools used): Entryway will track the number of referrals to WorkSource Fulton and WorkSource Atlanta as well as the number of participants who are subsidized for WIOA funding for training and credentialing and/or OJT.

County-defined performance measure #2: Number of individuals placed in Living Wage Employment, receiving training/job development/employment support services which lead to self-sufficiency

- Corresponding Goals: 11

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- Methods: Helping people move from homelessness to self-sufficiency is at the core of our mission. As such, we ensure that we are effectively meeting the needs of those we serve by closely tracking job placement, training, and housing data. The Executive Director maintains this data.

  Additionally, Entryway uses a tested tool, the "Self-Sufficiency Matrix," to ascertain how self-sufficient participants are at different stages in our relationship with them and uses that information to guide the support we provide them. The Self-Sufficiency Matrix is administered at three points in the relationship: 1) initial screening, 2) 90 days after a participant is hired by one of our property management partners, and 3) at Graduation or program exit (whichever comes first). To complete the Self-Sufficiency Matrix, the Executive Director or Intake/Evaluation Program Assistant of Entryway Atlanta asks the program participant a series of questions related to seven domains of self-sufficiency: income, employment, housing, food, adult education, legal, and life skills.

  Once the appropriate current status of the participant is found, the Executive Director or Intake/Evaluation Program Assistant scores all seven domains and enters it into a system referred to as "Trax" so that information can be aggregated for analysis to help refine programming over time. This information has a very immediate impact on participants as well. As mentioned, administering the Self-Sufficiency Matrix includes direct interaction between the participant and the Entryway staff. Participants' responses are scored by domain and on a continuum that includes ratings of 1) in-crisis, 2) vulnerable, 3) safe, 4) building capacity, and 5) empowered. Because there is real-time interaction, Entryway can act quickly to help participants if they fall into an "in-crisis" or "vulnerable" state in any of the domains. This tool lets us strategically engage our wide network of CoC partners. This tool also allows us to identify areas of opportunity that might help a participant move from a "safe" to an "empowered" state in a domain.

- How this will be measured (tools used): We will capture metrics for all job fair events, including overall participation numbers. Candidate metrics include demographic information, family status, job categories, placements, and veteran status. For industry partners, we will track the number of interviews and for what role; the number of individuals asked back for a follow-up interview; and the number of individuals hired. Entryway also monitors and adjusts participant support over time by using the Self-Sufficiency Matrix with all participants at the three intervals mentioned above.

County-defined performance measure #3 Number of individuals receiving access to and support for educational resources (including vocational partnerships)

- Corresponding Goals: 11

- Methods: All Entryway program participants engage in career and life skill training. The Executive Director and Training manager closely track each participant's education-related connections and accomplishments while in the Entryway program. We believe that the strongest path to economic self-sufficiency lies in providing their participants with extensive vocational training and specific certifications. We encourage program participants to continue honing their skill sets in the long term, making it more likely that their financial health and overall quality of life will continue to improve over time.

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As discussed in more depth under the Design & Activities section, we have relationships with training providers like Goodwill Industries, Licensing Boards of America, Chadwell University, and the Atlanta Apartment Association. Some of the specialized certifications/skills available to our participants through these providers include:

- Certified Apartment Maintenance Technician
- OSHA 10 Safety Training Certification
- EPA Section 608 Technician Training (Universal)
- R410A (Refrigerant) Certification
- Make Ready Maintenance Technician training (including basic Plumbing, Electrical, and
- Certified Pool Operator (CPO)
- Appliance Tear Down & TroubleShooting Coursework
- Certified Apartment Leasing Professional) Certification

The Self-Sufficiency Matrix is also used to identify challenges and opportunities specifically related to "adult education." For instance, if a participant doesn't have a high school diploma or GED, and isn't currently enrolled in high school, a GED program, or an alternative education program, they are flagged as "in crisis." In this case, Entryway would refer that participant to a CoC partner with a GED or alternative education program.

How this will be measured (tools used): Entryway tracks the number of participants who enroll in training and credentialing programs and the number of participants who graduate and obtain a credential or certification. The Self-Sufficiency Matrix is also administered as described above.

Project Milestones to be Achieved and Supporting Schedule

January 1-June 30, 2024

Host 1 and sponsor/attend 2-3 job fair events

- Accept 9 participants (5-6 Fulton Co participants)
- Provide training to 5-6 FC participants
- Provide job placement to 5-6 FC participants
- Provide WSA referrals to 5-6 FC participants
- Hire & train PT program manager (funding-dependent)

July 1-September 30, 2024

- Host 1 and sponsor or attend 1-2 job fair events
- Accept 9 participants (5-6 Fulton Co participants)

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- Provide training to 2-3 FC CSP participants
- Provide job placement to 2-3 FC CSP participants
- Provide WSA referrals to 2-3 FC CSP participants

October 1-December 31, 2024

- Host 1 and sponsor or attend 1-2 job fair events
- Accept 9 participants (5-6 Fulton Co participants)
- Provide training to 2-3 FC CSP participants
- Provide job placement to 2-3 FC CSP participants
- Provide WSA referrals to 2-3 FC CSP participants

Entryway also measures milestones per participant as opposed to the program year. The two biggest milestones are the 1 year graduation (the participant has been in the program for 1 year and been with the same employer for a year and maintained stable housing for a year), and not returning to homelessness at the end of the program. The other two milestones are that at the end of the year, the participant has received a promotion and or wage increase.

Data collection tool(s) used to report progress on performance measures: We use focus groups, surveys, telephone surveys/screenings, and customer service polls.

Agency Defined Performance Measure(s):

The following agency-defined performance measures correspond with our national objectives, and Entryway will strive to achieve them locally and capture data to report to Fulton County as well:

Agency-defined performance measure #1: Number of individuals remaining with their original employer after one year of employment.

Methods: We commit to exceeding an 80% retention rate, defined as Entryway participants remaining with their original employer after one year of employment. High retention rates generally reflect healthy job satisfaction among participants and, for the employer, create value in labor stability, resident satisfaction, and cost savings (lower turnover rates are associated with lower recruitment training costs).

In the multifamily industry, workforce turnover is extremely high. According to the National Multifamily Housing Council, on average, property management companies replace 31% of their workforce annually, with many operators reporting a 50% turnover for their entry-level positions. Shelters for Shutters has an astonishing 87% annual employee retention rate among the individuals we have placed through this program.

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How this will be measured: Job retention rates reported by employer-partners and the participants.

Agency-defined performance measure #2: Number of individuals not reentering homeless services within 1 year.

Methods: We expect that at least 90% of Fulton County participants will not re-enter homeless services within 1 year. Through our comprehensive program that combines housing, employment, training, and support services, we expect to help participants overcome common barriers to stability that cause them to experience homelessness again. Our goal is to transition individuals from experiencing homelessness or housing instability to economic self-sufficiency. We are proud to have a 93% success rate of participants not re-entering homeless services. We commit to maintaining this level of success and will continue to track this metric.

How this will be measured: By analyzing HMIS data and participant follow-up contact.

Agency-defined performance measure #3: Number of individuals that receive a wage increase within 12 months.

Methods: The multifamily industry offers clear and direct pathways with opportunities for advancement and promotions mapped out for entry-level employees. We work with our entry-level participants to enroll them in training and certification courses, making them eligible for wage increases and promotions to ensure their long-term success further. Of those participants who have been with the program for at least one year, 89% have received wage increases.

For Fulton County participants supported by this funding, this performance measure would be tracked at multiple points after employment (3 months, 6 months, 12 months)

How this will be measured: Wage increase information is reported by employer-partners and the participants.

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.

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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.

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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 **$30,000.00.**

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

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

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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.

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(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:

Entryway
4405 Northside Parkway 2211
Atlanta, Georgia 30327

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

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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

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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 **Entryway**, 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

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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

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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.

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(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

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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.

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STATE OF GEORGIA

COUNTY OF FULTON

FORM F: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services[1] under a contract with **[insert name of prime contractor (Agency)]** Entryway Incorporated 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.

206212
EEV/Basic Pilot Program* User Identification Number

Entryway Incorporated
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

April Clyne
Printed Name of Authorized Officer or Agent of Contractor

Sworn to and subscribed before me this 23rd day of February, 2024.

Notary Public:

County: Cobb

Commission Expires: 12/28/2024

CRAIGAN HOGELAND NOTARY PUBLIC Cobb County STATE OF GEORGIA My Comm Expires Dec. 28, 2024

[1]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.

[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].

Docusign Envelope ID: 0094D188-D346-455E-9033-6CEA0EBE92FA

STATE OF GEORGIA

COUNTY OF FULTON

FORM G: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT

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

N/A
_____
EEV/Basic Pilot Program* User Identification Number of Subcontractor

N/A
_____
Name of Subcontractor (Individual/Agency)

N/A
_____
BY: Authorized Signature Officer or Agent of Subcontractor

N/A
_____
Title of Authorized Officer or Agent of Subcontractor

N/A
_____
Printed Name of Authorized Officer or Agent of Subcontractor

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

Notary Public: _____

County: _____

Commission Expires: _____

[3]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.

[4]*[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].

Docusign Envelope ID: 0094D188-D346-455E-9033-6CEA0EBE92FA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/26/2024

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 Windermere Insurance Group LLC P.O. Box 32008 Charlotte NC 28232	**CONTACT NAME:** **PHONE (A/C, No, Ext):** 704-247-3000 **FAX (A/C, No):** 704-247-3050 **E-MAIL ADDRESS:** Notify@windinsgroup.com
INSURED ENTRYWA-01 Entryway 1921 Gallows Rd Ste 700 Vienna VA 22182-3994	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Selective Way Insurance Co — 26301 **INSURER B :** Selective Insurance Co of SC — 19259 **INSURER C :** Selective Ins Co of America — 12572 **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 520463903 **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	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	Y		S 2257799	4/5/2024	4/5/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 20,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	**AUTOMOBILE LIABILITY** ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			S 2257799	4/5/2024	4/5/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED X RETENTION $ 0			S 2257799	4/5/2024	4/5/2025	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC 9040841	4/5/2024	4/5/2025	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A C	Employee Theft Directors and Officers			S 2257799 MY101244200	4/5/2024 4/5/2024	4/5/2025 4/5/2025	ERISA Limit Limit	100,000 1,000,000

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

CERTIFICATE HOLDER

Fulton County Government
141 Pryor Street
Atlanta, GA 30303

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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

OWNER:

FULTON COUNTY, GEORGIA

DocuSigned by:
Robert L. Pitts
BA715B1A26544E7...

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST:

DocuSigned by:
Tonya R. Grier
EEC476C4837648D...

Tonya R. Grier
Clerk to the Commission

(Affix County Seal)

DocuSigned by:

CONTRACTOR:

VENDOR NAME **Entryway**

DocuSigned by: Name of Signatory: April Cline
April Cline Title of Signatory: Executive Director
CCC9E0AC20F04C1...

Authorized Signature

ATTEST:

DocuSigned by: Name of 2nd Signatory: **Dan Haefner**
Dan Haefner Title of 2nd Signatory: **Chairman Advisory Board**
6DB5ACB6A6BA466...

Second Authorized Signature

(Affix Corporate Seal, if applicable)

APPROVED AS TO FORM:

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

DocuSign

Certificate Of Completion

Envelope Id: 0094D188D346455E90336CEA0EBE92FA
Subject: Please DocuSign: 2024 CCSP Contract-Entryway-BOC Agenda#24-0350
Parcel ID:
Employee Name:
Source Envelope:
Document Pages: 31
Certificate Pages: 7
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Signatures: 6
Initials: 0
Stamps: 1

Status: Completed

Envelope Originator:
Cherie Williams
141 Pryor Street
Purchasing & Contract Compliance, Suite 1168
Atlana, GA 30303
Cherie.Williams@fultoncountyga.gov
IP Address: 136.55.230.223

Record Tracking

Status: Original
7/15/2024 2:23:31 PM
Security Appliance Status: Connected
Storage Appliance Status: Connected

Holder: Cherie Williams
Cherie.Williams@fultoncountyga.gov
Pool: StateLocal
Pool: Fulton County Government

Location: DocuSign

Location: DocuSign

Signer Events	Signature	Timestamp
April Cline acline@entrywaytalent.org Security Level: Email, Account Authentication (None)	DocuSigned by: April Cline CCC9E0AC20F04C1... Signature Adoption: Pre-selected Style Using IP Address: 71.204.28.122	Sent: 7/15/2024 2:28:02 PM Resent: 7/16/2024 10:19:59 AM Viewed: 7/16/2024 10:51:44 AM Signed: 7/16/2024 10:55:15 AM
Electronic Record and Signature Disclosure: Accepted: 7/16/2024 10:51:44 AM ID: 47d53f7d-ec22-4c1f-ba4f-c9d34bc63838		
Dan Haefner dan.haefner@omniapartners.com Security Level: Email, Account Authentication (None)	DocuSigned by: Dan Haefner 6DB5ACB6A6BA466... Signature Adoption: Pre-selected Style Using IP Address: 96.27.75.141	Sent: 7/16/2024 10:55:18 AM Resent: 7/16/2024 11:10:58 AM Viewed: 7/16/2024 1:10:00 PM Signed: 7/16/2024 1:12:42 PM
Electronic Record and Signature Disclosure: Accepted: 7/16/2024 1:10:00 PM ID: f9690e5c-5a86-4c8f-ad6a-47a242f486c3		
Mark Hawks2 mark.hawks@fultoncountyga.gov Chief Assistant Purchasing Agent Purchasing and Contract Complliance Security Level: Email, Account Authentication (None)	**Completed** Using IP Address: 45.20.200.178	Sent: 7/16/2024 1:12:45 PM Resent: 7/17/2024 12:37:23 PM Viewed: 7/17/2024 3:04:21 PM Signed: 7/17/2024 3:04:34 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Stanley Wilson Stanley.Wilson@fultoncountyga.gov Director Stanley Wilson Security Level: Email, Account Authentication (None)	DocuSigned by: Stanley Wilson 5E4D76DFB4A0450... Signature Adoption: Pre-selected Style Using IP Address: 76.209.103.30	Sent: 7/17/2024 3:04:38 PM Viewed: 7/18/2024 11:31:48 AM Signed: 7/18/2024 11:31:56 AM

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: 24.99.91.51	Sent: 7/18/2024 11:31:59 AM Viewed: 7/19/2024 1:15:00 PM Signed: 7/19/2024 1:16:24 PM
Electronic Record and Signature Disclosure: Accepted: 7/19/2024 1:15:00 PM ID: e5b95dbd-39be-4554-803d-ba112ff5b844		
David Lowman David.Lowman@fultoncountyga.gov Security Level: Email, Account Authentication (None)	DocuSigned by: David Lowman 0EC92EDADEFB4B8... Signature Adoption: Pre-selected Style Using IP Address: 47.36.19.90	Sent: 7/19/2024 1:16:26 PM Viewed: 7/19/2024 1:17:29 PM Signed: 7/19/2024 1:19:41 PM
Electronic Record and Signature Disclosure: Accepted: 7/19/2024 1:17:29 PM ID: afeb123f-d8d7-4e39-80a6-e1cccbd06c21		
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: 7/19/2024 1:19:44 PM Viewed: 7/22/2024 1:41:21 PM Signed: 7/22/2024 1:42:31 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: 7/22/2024 1:42:34 PM Viewed: 7/22/2024 1:43:00 PM Signed: 7/22/2024 1:43:08 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: 74.174.59.10	Sent: 7/22/2024 1:43:11 PM Viewed: 7/22/2024 3:03:28 PM Signed: 7/22/2024 3:03:39 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 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	**Completed** Using IP Address: 45.20.200.178	Sent: 7/22/2024 3:03:42 PM Viewed: 7/24/2024 2:19:08 PM Signed: 7/24/2024 2:19:18 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: 7/15/2024 2:28:01 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: 7/15/2024 2:28:01 PM Resent: 7/24/2024 2:19:27 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: 7/15/2024 2:28:02 PM
Dian DeVaughn dian.devaughn@fultoncountyga.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 7/24/2024 2:19:23 PM Viewed: 7/24/2024 4:51:26 PM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	7/15/2024 2:28:01 PM
Envelope Updated	Security Checked	7/16/2024 11:10:57 AM

Envelope Summary Events	Status	Timestamps
Envelope Updated	Security Checked	7/16/2024 11:10:57 AM
Certified Delivered	Security Checked	7/24/2024 2:19:08 PM
Signing Complete	Security Checked	7/24/2024 2:19:18 PM
Completed	Security Checked	7/24/2024 2:19:23 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.

Docusign Envelope ID: 50800DD8-1BEF-4C00-9305-BDBD69150746

FULTON COUNTY

CONTRACT DOCUMENTS

FOR

REQUEST FOR PROPOSAL 24RFP013124C-MH

2024 CONSOLIDATED COMMUNITY SERVICES PROGRAM

FOR

DEPARTMENT OF COMMUNITY DEVELOPMENT

OF

FULTON COUNTY, GEORGIA

Docusign Envelope ID: 50800DD8-1BEF-4C00-9305-BDBD69150746

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 **Children's Development Academy** (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:

Docusign Envelope ID: 50800DD8-1BEF-4C00-9305-BDBD69150746

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

Docusign Envelope ID: 50800DD8-1BEF-4C00-9305-BDBD69150746

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: In school Afterschool Out of School Programs to help bring up academic...,Programs and services focusing on one or more of the six National Milestones of My Brothers Keeper...,Programs focusing on kindergarten readiness...

Disabilities: Not Applicable

Economic Stability: Not Applicable

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Health and Wellness: Not Applicable

Homelessness: Not Applicable

Senior Services: Not Applicable

Veterans Services: Not Applicable

Children's Development Academy, Best Start for Fulton County Preschoolers 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
Children's Development Academy	89 Grove Way	Roswell	GA	30076	1	1,2,3

Approach and Design:

Children's Development Academy, Best Start for Fulton County Preschoolers will provide services to **60** clients that reside in Fulton County, with CCSP funding.

Children's Development Academy, will provide the following activities and services in Fulton County with CCSP funding:

Our grant request focuses on the CSP funding priority of "Kindergarten Readiness." This is, in fact, the primary focus of our entire school. Preparing youngsters to be ready to succeed in Kindergarten is at the heart of everything we do at the CDA. Our school

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follows the guidelines established by the National Association for the Education of Young Children (NAEYC) and Georgia's Bright from the Start and Department of Early Care and Learning programs. We follow evidence-based programs and practices of quality early childhood education, early intervention, nutrition, and healthcare that support a child's intellectual development and academic success.

- Play-based Creative Curriculum promotes social/emotional, physical, cognitive, and language development
- Early literacy program focuses on reading skills and language acquisition
- Enrichment activities, such as field trips, cultural performances, and nature explorations, and in-center visits from community helpers
- Parent-teacher conferences inform and engage parents in their child's education
- Parent workshops and family-based activities
- Developmental assessments and referrals
- Federally-funded nutrition program (CACFP) – wholesome breakfast, lunch, and snack

Our curriculum provides developmentally appropriate activities in:

- Literacy – Vocabulary and language, phonological awareness, letters, words, print, comprehension, and books
- Mathematics – Numbers, patterns and relationships, geometry and spatial awareness, measurement, data collection and organization
- Science – Life science, earth, and the environment
- Social Studies – Spaces and geography, culture, the environment, and history
- Arts – Dance, music, movement, drama, and visual arts
- Technology – Awareness, basic operations, and tools

The daily schedule is a carefully planned balance between child-initiated and teacher-directed activities. Each child is offered small and large group experiences, one-on-one interactions with the teacher, and free play. Actively supervised outdoor play is offered twice daily on our two-acre playground. The teacher's role is to observe, plan, guide, and assess child learning in one to two week thematic content units.

In addition to our robust curriculum, we also offer two additional support programs to help our disadvantaged children overcome hurdles so they can achieve their fullest potential: our Early Literacy Program and our Family Advocate program.

Early Literacy

Early Literacy has been a key Kindergarten-readiness program at the CDA for more than a decade. Staffed by a full-time Literacy Coach, the program prepares our young children, including a large number of English language learners, to arrive at Kindergarten with the skills they need to read, write, follow a list of instructions, anticipate what comes next in a story, and use pictures to interpret new printed words and to count objects. Early Literacy promotes language development and reading with activities designed to

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stimulate their curiosity and desire to read. Enrichment programs such as puppet shows, live music and movement, clowns, magicians, visits from community helpers such as police and firefighters, and even a petting zoo, all contribute to early literacy. Kiwanis members read regularly to Pre-K classes, and Read Across America Day brings in civic and elected leaders as guest readers. The Roswell Rotary created a Birthday Book Box for children to choose a book to keep on their special day. With the help of volunteers and book donations, the CDA maintains a bilingual Little Free Library on our campus, which helps ensure that families always have access to age appropriate books at home.

Reading is a family affair at CDA. Parents receive monthly literacy newsletters in both English and Spanish encouraging family literacy with activities and techniques that increase reading comprehension and engagement. Families participate in workshops such as our fall and spring Family Literacy Nights, read to classes on Fridays, and take part in the Hands Up for Reading program that encourages children to read at home. At the beginning of the school year, parents receive valuable information on reading development milestones, choosing books for children, and a literacy kit at our Open House.

Family Advocacy

The CDA employs a Family Advocate who serves as a bridge between home and school, providing resources that children need to do well in school. She is responsible for coordinating developmental, vision, hearing, dental, and immunization screenings, and referrals. Six weeks after enrollment, children are screened in five developmental areas: communication, gross motor, fine motor, problem-solving, and personal-social. Coming to the CDA is often the first time that a child's developmental delay is noticed. Parents do not always know what to look for or how other children compare to theirs. Our experienced educators can detect concerns and bring them to the attention of our Advocate for additional action. Parents are sometimes surprised to learn not only that their child is behind in a skill but that there are resources available to overcome or head off a delay before it becomes a learning disability. Early intervention made possible by having a Family Advocate is essential to learning success.

When a family struggles with challenges such as job loss, death, divorce, food insecurity, legal or other problems, the Family Advocate offers resources and referrals for services. Combating the stressors and pressures that plague low income families promote family stability, which in turn stimulates healthy child development. The young children in our care are prone to events and situations that challenge family stability. These difficulties, often due to conditions of poverty, are detrimental to a child's learning ability. Prolonged exposure to adversity creates a condition called toxic stress that affects brain development in a young child. Extensive research shows that prolonged stress response in the body and brain has damaging lifelong effects on learning, behavior, and health. Early intervention can make a huge difference.

Goal Achievement

We accomplish our goals by employing the very best teachers and staff available. Our Center Director, Early Literacy Coordinator, and Family Advocate have more than 40 years of experience in Early

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Education. They are all committed to program excellence and work together as a team to ensure our program meets the many needs of our students and families. Our Executive Director, Maggie DeCan, has over 25 years of successful executive leadership experience and oversees all aspects of our organization. Together, with a committed Board of Directors, our Executive Director works closely with the Center Director to ensure we maintain a focus on quality programming.

Perhaps the strongest strategy we employ to ensure we accomplish our program goals is our commitment to maintaining our NAEYC and 3-Star Quality Rating. By continually striving to meet the benchmarks of these two measures of excellence, we ensure that our program will always exceed industry standards and deliver the very best early-learning experience for our young students. Maintaining these high-quality measures ensures that we are doing all we can to help prepare our students for Kindergarten success.

Health and Human Services Key Performance Indicators

Our program helps Fulton County achieve its strategic program objectives for Health and Human Services. Our literacy based early-learning program helps students build the foundational skills needed to ensure that our students will read on grade level in elementary school, graduate on time, and meet literacy requirements. We are also helping to reduce food insecurity in our community. In addition to providing 2 nutritious meals and snacks for our students each day, we also offer a Food Assistance program for our families. Bi-weekly, we share food provided by our local food partners with our parents, helping to ensure that none of our families experience hunger. Finally, our Family Advocate helps prevent health disparities in our community by coordinating developmental, vision, hearing, dental, and immunization screenings, and by connecting our families to available resources.

CSP Funding Priorities

Our program helps Fulton County achieve their funding priorities within the “Children and Youth Services” category by the following:

- Kindergarten Readiness: our entire program is focused on this goal
- Out of School Programs: Each summer we offer the following summer transition programs - Rising Kindergarten program to help any students in our area who need help preparing for Kindergarten. We also offer a Rising Pre-K program targeted primarily to students from bilingual homes who need help preparing for Pre-K success.
- MBK milestone: Reading at Grade Level by third grade. Our Early Literacy program is geared to ensure our students receive the important early literacy foundation that will prepare them to enter Kindergarten ready to learn to read, which will help them stay on target for reaching this third-grade milestone.

Community Collaboration

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The CDA has successfully delivered our mission of affordable, high-quality early learning by establishing a strong reputation in our community and among the philanthropic individuals and organizations in our area. With a solid track record of successful leadership and a commitment to program excellence, we have cultivated a diverse fundraising strategy over the years that includes support from local and national funders, several collaborative partners, successful special events, and numerous individual patrons who champion our cause. Among the many collaborative partnerships, the following examples highlight the diversity of our partners:

The Goizueta Foundation: Our largest funder, the Goizueta Foundation has provided six-figure, multi-year grants that help us provide scholarships. The foundation also established a small endowment fund that is used to provide additional tuition support to families in crisis.

Zion Missionary Baptist: For many years now, Zion has pledged annual funding to our school for scholarship support, and Zion members frequently volunteer at our school.

Referral Partners: The CDA works with local nonprofits including North Fulton Community Charities, The Drake House, HomeStretch, Groveway Community Group, and Family Promise to refer families for additional services, and they in turn refer their clients to the CDA for preschool.

Civic Partners: Among the many volunteers who support our mission, the CDA has longstanding partnerships with the Roswell Rotary Club who provides books for our Birthday Book Box in addition to annual grant funding; the Kiwanis Club who sponsors a Fourth of July Celebration; the Roswell Woman's Club who provides funding for scholarships and classroom volunteers; and we also work with several chapters of the National Charity League and Young Men's Service League that provide numerous volunteers and much-needed in-kind donations of supplies.

Food Partners: The CDA stocks a reach-in refrigerator just inside the school's front entrance so that families can help themselves to donated food at drop-off and pick-up. Local restaurant Souper Jenny provides 40 quarts of freshly made soup bi-weekly, and local farm Martin's Gardens regularly provides fresh vegetables.

North Point Community Church: North Point's Be Rich campaign provides substantial funding, including urgent capital needs, like classroom renovations, as well as scholarship support for our students, and countless donations of "essential items" like paper towels, tissues, and wipes.

Roswell Presbyterian Church: The CDA is one of the Mission Partners for Roswell Presbyterian Church. In addition to annual financial support, the RPC Mission provides volunteers for numerous projects throughout the year and holds collection drives for Back to School supplies.

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Designation of CSP Funds:

Based on the awarded amount of **$50,000.00,** 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.)	$0.00
Operational	$0.00
Direct Services	$50,000.00
Total	$50,000.00

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Explanation of Funding Details:

We will use all CSP grant funds to pay a portion of the salaries, payroll taxes, and benefits of the Three-year-old teaching staff, which includes three full-time Lead Teachers and three full-time Assistant Teachers. Salaries for the three-year-old program cost the CDA more than $230,000 annually, and this amount does not include any other program or operating expenses (supplies, facilities, etc.).

Program Performance Measures:

Children's Development Academy 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 students assessed as ready for kindergarten

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:

Fulton County Performance Measure

The CDA will track the Fulton County Performance Measure of "Number of students assessed ready for Kindergarten" under the Children and Youth Services defined Performance Measures category. At the

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CDA, teachers use a developmental assessment called Work Sampling Online (WSO) to measure our Pre-K student's progress across 69 indicators in seven domains of learning: Personal and Social Development, Language and Literacy, Mathematical Thinking, Scientific Thinking, Social Studies, The Arts, and Physical Development, Health and Safety. All indicators are aligned with the Georgia Early Learning and Development Standards (GELDS). Teachers evaluate children throughout the year and use the data to create individualized instruction and provide guidance to families. This assessment data is transferred at the end of the Pre-K year and is available to the child's Kindergarten teacher at the beginning of their Kindergarten year.

To measure "Kindergarten readiness" we will track the following performance measures:

1. WSO Performance: At least 70% of our Pre-K students will score Proficient on all seven indicators for this assessment, and at least 80% will score Proficient on four indicators. The WSO is administered to all Pre-K students twice a year by the Lead Teacher.

2. Ages and Stages Questionnaire (ASQ): Over 90% of our Fulton County students (enrolled for at least six weeks at the time of the screening) will receive this age-appropriate developmental screening. This screening is administered twice per year by the classroom Lead Teacher and shared with the parents.

3. Early Intervention Referral: 100% of all students identified by the ASQ results as "needing Early Intervention services" will be notified and free or low-cost intervention services will be suggested. This process is administered by our Family Advocate primarily after the ASQ's are evaluated, but our teachers are always looking for indications that a child may have delays.

Agency Defined Performance Measure(s):

CDA (Agency) Performance Measures

1. Enrollment - We anticipate 2024 enrollment to be similar to 2023, in which we served 198 children from Fulton County. Approximately 60 Fulton County children will be enrolled in our 3-Year-Old program (the area funded by the CSP grant). The CDA will provide 51 weeks of full-day, early childhood education services to the Fulton County students funded by the CSP.

2. Nutrition - We serve a nutritious breakfast, lunch, and snack to our students each day, following Georgia's Bright from the Start CACFP nutrition guidelines. All of our Fulton County students will receive these 3 meals each day they attend our program in 2024. This represents more than 2,000 meals served to Fulton County children each week and more than 100,000 meals or snacks served each year!

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3. Family Participation – The CDA will offer a full calendar of in-person, family-centered workshops and events. This includes bi-annual parent-teacher conferences, literacy events, and special in-house field trips and seasonal class projects (see 2023-2024 school year calendar attached). 100% of our parents read and sign our Parent Handbook, which provides important information regarding their child's education and 100% of parents receive weekly updates on school events, child development, and literacy information via communications from the school in both English and Spanish.

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**

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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

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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 **$50,000.00.**

(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

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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

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137 Peachtree Street, SW
Atlanta, Georgia 30303

To Contractor:

Children's Development Academy
89 Grove Way
Roswell, Georgia 30075

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.

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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

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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 **Children's Development Academy**, 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

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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

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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

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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.

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Docusign Envelope ID: 50800DD8-1BEF-4C00-9305-BDBD69150746

STATE OF GEORGIA

COUNTY OF FULTON

FORM F: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services[1] under a contract with **[insert name of prime contractor (Agency)]** Children's Development Academy 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.

385504
EEV/Basic Pilot Program* User Identification Number

Children's Development Academy
Name of Contractor (Agency)

Margaret M. DeCan
BY: Authorized Signature of Officer or Agent of Contractor

MARCIA BRYCE NOTARY PUBLIC COBB COUNTY, GEORGIA MY COMMISSION EXPIRES OCTOBER 15, 2027

CEO and Executive Director
Title of Authorized Officer or Agent of Contractor of Contractor

Margeret DeCan
Printed Name of Authorized Officer or Agent of Contractor

Sworn to and subscribed before me this 20th day of February, 2024.

Notary Public: Marcia Bryce

County: Fulton

Commission Expires: October 15, 2027

[1]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.

[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].

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STATE OF GEORGIA

COUNTY OF FULTON

FORM G: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT

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

385504
EEV/Basic Pilot Program* User Identification Number of Subcontractor

Children's Development Academy
Name of Subcontractor (Individual/Agency)

Margaret M. DeCa
BY: Authorized Signature Officer or Agent of Subcontractor

CEO and Executive Director
Title of Authorized Officer or Agent of Subcontractor

Margaret DeCan
Printed Name of Authorized Officer or Agent of Subcontractor

Sworn to and subscribed before me this 20th day of February, 2024.

Notary Public: Marcia Bryce

County: Fulton

Commission Expires: October 15, 2027

MARCIA BRYCE NOTARY PUBLIC COBB COUNTY, GEORGIA MY COMMISSION EXPIRES OCTOBER 15, 2027

[3]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.

[4]*[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].

Docusign Envelope ID: 50800DD8-1BEF-4C00-9305-BDBD69150746

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	**CONTACT NAME:** Automatic Data Processing Insurance Agency, Inc.
Automatic Data Processing Insurance Agency, Inc.	**PHONE (A/C, No, Ext):** 1-800-524-7024 **FAX (A/C, No):**
1 Adp Boulevard	**E-MAIL ADDRESS:**
Roseland NJ 07068	**INSURER(S) AFFORDING COVERAGE** / **NAIC #**
INSURED Children's Development Academy, Inc.	**INSURER A :** Hartford Insurance Company of Illinois 38288
89 Grove Way	**INSURER B :**
Roswell GA 300754532	**INSURER C :** / **INSURER D :** / **INSURER E :** / **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 3643811 **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	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ **UMBRELLA LIAB** ☐ OCCUR						EACH OCCURRENCE	$
	☐ **EXCESS LIAB** ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	N	76WEGAU2X1W	01/01/2024	01/01/2025	☒ PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$ 500,000
							E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000

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

CERTIFICATE HOLDER

Fulton County Government
141 Pryor St. SW
Atlanta GA 30303

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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Client#: 1386323 128CHILDDEV

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/21/2024

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER McGriff Insurance Services LLC 455 Jesse Jewell Parkway SW 2nd Floor Gainesville, GA 30501	CONTACT NAME: Kerry Plumley PHONE (A/C, No, Ext): 678 566-8036 FAX (A/C, No): 866 925-7124 E-MAIL ADDRESS: kplumley@mcgriff.com
INSURED North Fulton Child Dev Assoc Inc dba Children's Development Academy 89 Grove Way Roswell, GA 30075	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Selective Way Insurance Company — 26301 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:	X		S2145635	01/01/2023	01/01/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $1,000,000 $20,000 $1,000,000 $3,000,000 $3,000,000
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			S2145635	01/01/2023	01/01/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $0			S2145635	01/01/2023	01/01/2024	EACH OCCURRENCE AGGREGATE	$1,000,000 $1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $

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

All coverages are subject to the policy terms, conditions, limitations and exclusions.

CERTIFICATE HOLDER

Fulton County Government
Purchasing Department
130 Peachtree St SW Suite 1168
Atlanta, GA 30303-3459

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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LAEWE

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UTICA NATIONAL INSURANCE GROUP

Issuing Company: Utica National Insurance Company of Texas
A MEMBER OF UTICA NATIONAL INSURANCE GROUP

ABUSE OR MOLESTATION LIABILITY COVERAGE FORM (INCLUDING SEXUAL MISCONDUCT OR SEXUAL MOLESTATION)

The following spaces preceded by an asterisk (*) need not be completed if this Coverage Form and the Policy have the same inception date.

ATTACHED TO AND FORMING PART OF POLICY NO.	*EFFECTIVE DATE OF COVERAGE FORM	*ISSUED TO
5617202	2024-01-01	CHILDREN'S DEVELOPMENT ACADEMY

ADDITIONAL DECLARATIONS

IN RETURN FOR PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

SCHEDULE

COVERAGE	LIMITS OF LIABILITY	
Legal Liability	$ 1,000,000	Each Loss
	$ 1,000,000	Annual Aggregate

ADVANCE PREMIUM

Total Advance Premium $

Premium shown is payable** $ at inception; $ 1st Anniversary; $ 2nd Anniversary

FORMS AND ENDORSEMENTS

Forms and Endorsements applying to this Coverage Form and made part of this policy at time of issue+:
8-C-3865 Ed. 04/14

**

Countersigned:**

Date:

By Shawn C Peck
Authorized Representative

**Entry optional if shown in Common Policy Declarations.

+ Forms and Endorsements applicable to this Coverage Part omitted if shown elsewhere in the policy.

THESE DECLARATIONS AND THE COMMON POLICY DECLARATIONS, IF APPLICABLE, TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE FORM(S) AND FORMS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

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

OWNER:

FULTON COUNTY, GEORGIA

DocuSigned by:
Robert L. Pitts
BA715B1A26544E7...

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST:

DocuSigned by:
Tonya R. Grier
EEC476C4837648D...

Tonya R. Grier
Clerk to the Commission

(Affix County Seal)

DocuSigned by:

CONTRACTOR:

VENDOR NAME **Children's Development Academy**

DocuSigned by: Name of Signatory: Margaret M DeCan
MargaretDeCan
4D6597AD19854D3... Title of Signatory: CEO & E.D.

Authorized Signature

ATTEST:

DocuSigned by: Name of 2nd Signatory: **Marcia Bryce**
Marcia Bryce
3DB4274638DD4AE... Title of 2nd Signatory: **Finance Director**

Second Authorized Signature

(Affix Corporate Seal, if applicable)

DocuSigned by:

APPROVED AS TO FORM:

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

DocuSign

Certificate Of Completion

Envelope Id: 50800DD81BEF4C009305BDBD69150746
Status: Completed
Subject: Please DocuSign: 2024 CCSP Contract-Children's Development Academy-BOC Agenda#24-0350
Parcel ID:
Employee Name:
Source Envelope:
Document Pages: 29
Certificate Pages: 7
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Signatures: 6
Initials: 0
Stamps: 2

Envelope Originator:
Cherie Williams
141 Pryor Street
Purchasing & Contract Compliance, Suite 1168
Atlana, GA 30303
Cherie.Williams@fultoncountyga.gov
IP Address: 136.55.230.223

Record Tracking

Status: Original
7/15/2024 1:05:15 PM
Security Appliance Status: Connected
Storage Appliance Status: Connected

Holder: Cherie Williams
Cherie.Williams@fultoncountyga.gov
Pool: StateLocal
Pool: Fulton County Government

Location: DocuSign
Location: DocuSign

Signer Events	Signature	Timestamp
Margaret DeCan mdecan@cdakids.org CEO & E.D. Children's Development Academy Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 7/15/2024 11:15:57 PM ID: 3aa1a495-0b63-43fa-86de-a27b9ad6a3ea	DocuSigned by: MargaretDeCan 4D6597AD19854D3... Signature Adoption: Pre-selected Style Using IP Address: 107.128.236.126 Signed using mobile	Sent: 7/15/2024 1:10:59 PM Viewed: 7/15/2024 11:15:57 PM Signed: 7/15/2024 11:17:18 PM
Marcia Bryce mbryce@cdakids.org Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 4/29/2022 11:13:51 AM ID: 3f6b6e4e-546a-4f04-aec6-65f962922ff4	DocuSigned by: Marcia Bryce 3DB4274638DD4AE... Signature Adoption: Pre-selected Style Using IP Address: 12.127.199.246	Sent: 7/15/2024 11:17:20 PM Viewed: 7/16/2024 9:59:14 AM Signed: 7/16/2024 10:01:59 AM
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	**Completed** Using IP Address: 45.20.200.178	Sent: 7/16/2024 10:02:02 AM Resent: 7/17/2024 12:37:08 PM Viewed: 7/17/2024 3:04:51 PM Signed: 7/17/2024 3:05:04 PM

Signer Events	Signature	Timestamp
Stanley Wilson Stanley.Wilson@fultoncountyga.gov Director Stanley Wilson Security Level: Email, Account Authentication (None)	DocuSigned by: Stanley Wilson 5E4D76DFB4A0450... Signature Adoption: Pre-selected Style Using IP Address: 76.209.103.30	Sent: 7/17/2024 3:05:08 PM Viewed: 7/18/2024 11:11:56 AM Signed: 7/18/2024 11:12:10 AM
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: 24.99.91.51	Sent: 7/18/2024 11:12:14 AM Viewed: 7/19/2024 1:17:15 PM Signed: 7/19/2024 1:22:14 PM
Electronic Record and Signature Disclosure: Accepted: 7/19/2024 1:17:15 PM ID: 2ce6ce05-c5aa-497b-b443-33a9a76ac568		
David Lowman David.Lowman@fultoncountyga.gov Security Level: Email, Account Authentication (None)	DocuSigned by: David Lowman 0EC92EDADEFB4B8... Signature Adoption: Pre-selected Style Using IP Address: 47.36.19.90	Sent: 7/19/2024 1:22:17 PM Viewed: 7/19/2024 1:23:09 PM Signed: 7/19/2024 1:26:25 PM
Electronic Record and Signature Disclosure: Accepted: 7/19/2024 1:23:09 PM ID: c707222c-8e25-45eb-8ce6-45e7ab9b2c11		
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: 7/19/2024 1:26:29 PM Viewed: 7/22/2024 1:39:02 PM Signed: 7/22/2024 1:40:57 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: 7/22/2024 1:41:01 PM Viewed: 7/22/2024 1:42:01 PM Signed: 7/22/2024 1:42:04 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: 74.174.59.10	Sent: 7/22/2024 1:42:08 PM Viewed: 7/22/2024 3:02:47 PM Signed: 7/22/2024 3:02:59 PM
Electronic Record and Signature Disclosure:		

Signer Events	Signature	Timestamp
Accepted: 3/16/2018 10:54:59 AM ID: f3f241e8-3027-4447-9476-6cf20ae25dd4		
Mark Hawks3 mark.hawks@fultoncountyga.gov Chief Assistant Purchasing Agent Purchasing and Contract Complliance Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	**Completed** Using IP Address: 45.20.200.178	Sent: 7/22/2024 3:03:03 PM Viewed: 7/24/2024 2:19:46 PM Signed: 7/24/2024 2:19:54 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: 7/15/2024 1:10:58 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: 7/15/2024 1:10:58 PM Resent: 7/24/2024 2:20:04 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: 7/15/2024 1:10:59 PM
Dian DeVaughn dian.devaughn@fultoncountyga.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 7/24/2024 2:20:00 PM Viewed: 7/24/2024 5:00:38 PM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	7/15/2024 1:10:58 PM
Certified Delivered	Security Checked	7/24/2024 2:19:46 PM
Signing Complete	Security Checked	7/24/2024 2:19:54 PM
Completed	Security Checked	7/24/2024 2:20:00 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

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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.

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

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FULTON COUNTY

CONTRACT DOCUMENTS

FOR

REQUEST FOR PROPOSAL 24RFP013124C-MH

2024 CONSOLIDATED COMMUNITY SERVICES PROGRAM

FOR

DEPARTMENT OF COMMUNITY DEVELOPMENT

OF

FULTON COUNTY, GEORGIA

Docusign Envelope ID: 72C61DFF-F941-4D20-B3AE-17137B9C1C0A

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 **Buckhead Christian Ministry** (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:

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ARTICLE 6. TERMINATION OF AGREEMENT FOR CAUSE

ARTICLE 7. INDEPENDENT CONTRACTOR STATUS

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ARTICLE 16. GOVERNING LAW

ARTICLE 17. JURISDICTION

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ARTICLE I - PARTIES AND TERM:

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

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

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

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

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

ARTICLE II - SCOPE OF CONTRACTOR'S DUTIES:

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

SCOPE OF WORK:

Consolidated Community Services Program (CCSP)

CCSP Service Category: Economic Stability/Poverty

CCSP Funding Priority(ies):

Children and Youth: Not Applicable

Disabilities: Not Applicable

Economic Stability: Emergency Financial Assistance inclusive of Rental and Mortgage assistance as well as Utility assistance,Improved access to economic opportunities

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programs/resources focused on foundational education...,Training Job Development Employment which leads to self sufficiency Ex offender support services...

Health and Wellness: Not Applicable

Homelessness: Not Applicable

Senior Services: Not Applicable

Veterans Services: Not Applicable

Buckhead Christian Ministry, Emergency Assistance 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
BCM Georgia	2847 Piedmont Road, NE	Atlanta	GA	30305	3	1,2,3,4,5,6

Approach and Design:

Buckhead Christian Ministry, Emergency Assistance Program will provide services to **68** clients that reside in Fulton County, with CCSP funding.

Buckhead Christian Ministry, will provide the following activities and services in Fulton County with CCSP funding:

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BCM's Emergency Assistance Program aligns with the Economic Stability/Poverty CSP Funding Priority. Qualifications to receive financial support from the Emergency Assistance Program include:

- Lease, mortgage, or hotel receipt in their name
- Lived in their home/rental unit for at least three months; BCM has flexibility based on client circumstances
- Paid three full months of rent, mortgage, or hotel rates; BCM has flexibility based on client circumstances
- Utility bill in their name (excludes hotel residents)
- Documented emergency (hospitalization, job loss, car repairs, reduced work hours, etc.)
- Photo ID and Social Security Card

BCM has adapted our program requirements to meet the continued increased need due to the long-term effects of the pandemic on vulnerable individuals and families, such as flexibility regarding length in their current residence. Due to increased need and rapidly rising rents in the Atlanta region, BCM's maximum assistance payment is $3,500/household, based on demonstrated need. As a result, BCM may serve fewer clients in 2024 than in 2023 with grant funds but with increased financial support for each household.

BCM's offices are closed to the public, and all programs are delivered virtually with excellence. BCM has increased the number of appointments for emergency financial assistance. BCM continues to use an online application process for emergency financial assistance to simplify and expedite the process; this continues to be an excellent model for our clients.

Appointments for Emergency Financial Assistance occur on Monday, Tuesday, Thursday and Friday from 8:00 a.m. - 4:00 p.m. Appointments are not scheduled on Wednesdays. When open, BCM's facility is ADA-compliant, utilizing ramps and an elevator to accommodate individuals with mobility challenges. BCM's client intake form is attached.

To receive assistance, clients complete an online application on BCM's website and select three appointment options. Case Managers screen the online applications and collect all required documentation before the appointment; accommodations are made for those with technology challenges. The Case Manager assesses each case and issues a pledge for how much rent/mortgage and/or utility assistance BCM will pay. BCM typically does not pay the entire amount due, and the client has seven days to redeem the pledge. In certain instances, and with appropriate funding, BCM can fulfill the total amount due. Then the Case Manager processes the file, BCM's Business Manager issues the check, the Chief Program Officer signs it, and the payment is sent to the client's landlord and/or utility company. Payments are not made directly to the client. The entire process can be completed in 3-12 days.

BCM is a United Way 211 agency and also partners with the following organizations to provide additional services for our clients: Open Doors (advocates for affordable housing for low-income workers); Urban League (resume and employment services); Furniture Bank of Atlanta (furniture for clients); Our House (childcare and housing referrals); Atlanta Children's Shelter (childcare); City of Refuge (referral agency); St. Vincent De Paul Society (rent/mortgage pledge assistance), and Agape (referrals; Budget for Life partner). We collaborate to ensure our program participants have access to a full spectrum of services, including individual and family counseling, mental health and medical services from LifeGate Counseling Center, the Potter's House, Ben Massell Dental Clinic, and Georgia Light House; domestic violence support from the Women's Resource Center and Partnership Against Domestic Violence; and job readiness training from First Step Staffing and Goodwill Career Services.

Clients receiving direct financial assistance can apply for the Budget for Life Program. Budget for Life helps financially vulnerable families learn to budget, pay down debilitating debt, and establish habits that lead to financial security. It is an intense, twelve-month program that aims to help participants lower their debt, increase their credit score, manage their expenses, and begin to increase their income. The scope of services includes:

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- Financial Assistance: BCM provides financial assistance through tapered rent (or mortgage) and utility payments for six months, up to $5,250 per family.
- Money Management Education: BCM's Money Management Program is a 22-week education program designed to help clients develop skills and learn strategies to manage their household finances. In addition to learning in a classroom setting, each client works one-on-one with a volunteer coach to help put the lessons learned into daily practice.
- Case Management: BCM staff works with each client to develop an individualized service plan. The service plan is an agreement between BCM and the client, outlining the client's goals and objectives in employment, finances, housing, and health and identifying the client's needs for supportive services.
- After-Care Savings Match: BCM provides a dollar-for-dollar savings match, up to $1,000, for participants who show a consistent record of savings deposits during the final six months of the program after completion of the Money Management classes.
- Career Path: The Career Path occurs in the final six months of the program after the Money Management Classes conclude. This will include two career path classes and meetings, as needed, with a career coach.

Budget for Life is, at its foundation, a partnership. While BCM provides the services listed above, the participating clients are responsible for working towards their own solutions and preparing for the future. Each participating family is required to:

- Pay all household expenses other than rent and utilities
- Use 30% of their household income for debt reduction or savings
- Attend all Money Management classes and work cooperatively with their coach to put into practice what they are learning
- Work with their Case Manager in developing and following through with their service plan

Last year, 28 households graduated from this program, collectively eliminating over $201,000 in personal debt and saving over $7,200. BCM has expanded the program this year, and 50 households are currently enrolled. BCM has established the following goals for Budget for Life participants:

- Set and adhere to a household budget
- Set and adhere to a debt reduction plan
- Open and manage a bank account
- Establish a savings account

Budget for Life aims to help low-income workers meet basic needs and achieve financial stability. Program goals include the following:

- 80% of the Budget for Life participants will complete all components of the program
- 75% of graduates will be housed six months after services
- 50% will continue to make contributions to their savings or debt reduction plan after services are completed.

BCM collects data through interviews and documentation at the time of service and throughout the follow-up period. Data is collected in person, via phone calls and e-mails. Through BCM's Emergency Assistance Program, individuals can receive financial assistance to help weather a financial crisis and avoid the loss of their residence through eviction, learn money management and budgeting skills, and receive case management services to improve their employment situation. Participation in this program addresses the following Fulton County "Health & Human Services" Strategic Objectives:

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- Prevent health disparities by educating residents and connecting them to available resources (BCM provides referrals to additional services.)
- Help residents realize their educational potential through our community services and library programs (BCM prevents eviction, which improves educational outcomes for youth due to decreased learning loss due to transiency.)
- Support the vulnerable residents in our social services (BCM provides housing support and supportive services, including case management.)

In addition, the program addresses the following Health and Human Services Key Performance Indicators:

- Prevent health disparities by educating residents and connecting them to available resources.
    - Percentage of residents who experience food insecurity (BCM's housing support helps families better afford groceries; BCM also provides referrals to access to food pantries.)
    - Number of people who receive behavioral health services (BCM's case managers refer clients to additional supportive services, including behavioral health services).
- Help residents realize their educational potential through our community services and library programs
    - Percentage of high school students who graduate on time (BCM provides housing stability, which reduces transiency and is linked to improved educational outcomes for vulnerable school-aged youth.)
- Support the vulnerable residents in our social services
    - Number of residents who receive permanent supportive housing and self support services (BCM's Budget for Life program is a 12-month program, providing tapered rent and utility ssistance and wrap-around services by professional case managers.)

Participation in the program also addresses the following Community Service Program Economic Stability/Poverty Funding Priorities:

- Emergency Financial Assistance inclusive of rent and mortgage assistance, as well as utility assistance
- Training/Job Development/Employment which leads to self-sufficiency. Ex-offender services (employment, housing options, and transitional skills training).
- Improved access to economic opportunities, programs and resources focused on foundational education, career exploration; coaching to re-engage youth up to age 21 and provide job-readiness skills for employment. Wraparound support to address basic needs during training (rental assistance, transportation, childcare)

Designation of CSP Funds:

Based on the awarded amount of **$50,000.00,** 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.).

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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.)	$2,500.00
Operational	$0.00
Direct Services	$47,500.00
Total	$50,000.00

Explanation of Funding Details:

<u>Administrative:</u>

· $2,500 to support the Chief Program Officer's salary and benefits for grant management and reporting.

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Direct Services:

· $3,750 to support the salary and benefits of the Director of Emergency Assistance

· $5,000 to support the salary and benefits of an Emergency Assistance Coordinator

· $3,750 to support the salary and benefits of the Director of Financial Education

· $35,000 for emergency financial assistance payments for rent/mortgage and/or utility payments to Fulton County residents

Program Performance Measures:

Buckhead Christian Ministry agrees to track and report program performance to the Fulton County Department of Community Development.

County Defined Performance Measure(s):

Children and Youth: Not Applicable

Disabilities: Not Applicable

Economic Stability: Number of individuals placed in Living Wage Employment; receiving training/job development/employment support...,Number of individuals receiving Emergency Financial Assistance,Number of individuals with improved access to economic opportunities, programs/resources focused on education...

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:

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The ultimate goal of the Emergency Assistance Program is to provide assistance during a family's financial crisis, including the supportive services and tools they need to avoid a similar incident in the future. Case Managers work with each client to determine their current needs and identify existing resources to aid in their financial crisis. Due to our clients' rapidly rising rents and significant rental arrears, BCM can provide emergency financial assistance up to $3,500/household. In some cases, this can fulfill the total amount owed. As a result of participation in the program, BCM's historical data indicates that 80% of families served who respond to BCM follow-up will remain housed 90 days after receiving financial assistance, and 70% remain self-sufficient after completing Budget for Life.

The Emergency Assistance Program will attain the following Fulton County defined performance measurements in 2024 for Fulton County residents:

· 68 individuals will receive Emergency Financial Assistance

· 5 individuals placed in Living Wage Employment; receiving training/job development/employment support services which leads to self-sufficiency

· 5 individuals receiving improved access to economic opportunities, programs and resources focused on foundational education, career exploration, and coaching to re-engage youth and provide job-readiness skills for employment

The Emergency Assistance Program will attain the following BCM agency defined performance measurements in 2021:

· 37 individuals will avoid eviction as a result of emergency financial assistance received

· 80% of those who respond to case management follow-up will have maintained their housing for 90 days after receiving emergency financial assistance.

· 90% of Budget for Life clients will reduce their debt by 10% within six months

BCM collects client data through its online Intake Form (attached to Question 12), which is now completed online. This includes information on race, veteran status, employment status, the number of members in the household and their demographic information, any public assistance being received, proof of residence, or the name of the shelter or recovery/transitional program in which the client is enrolled, and monthly income and expenses. Data during the follow-up period

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is collected through virtual meetings, phone calls, and e-mails. BCM has recently switched our internal databases, Drupal and Tableau, to Salesforce to record and report this information and the HMIS ClientTrack system when appropriate. BCM is in the process of expanding its internal database to capture more program outcome information. BCM's Case Managers are outcome and data-driven, with the knowledge that intervention is critical in evaluating the outcomes and process of the performance measures.

Milestones and a schedule for Performance Measurements identified above are as follows:

Objective	**Reporting Period 1 (January – June)**	**Reporting Period 2 (July – December)**
68 Fulton County residents receive Emergency Financial Assistance	34 residents will achieve this outcome	34 residents will achieve this outcome
5 Fulton County residents will receive training/job development/employment support services which lead to self sufficiency	N/A. The Budget for Life Career track occurs in the second six months of the year.	5 residents will achieve this outcome
5 Fulton County residents will receive improved access to economic opportunities, programs and resources focused on foundational education, career exploration, and coaching to re-engage youth and provide job-readiness skills for employment	N/A. The Budget for Life Career track occurs in the second six months of the year.	5 residents will achieve this outcome

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37 Fulton County residents will avoid eviction as a result of emergency financial assistance received	18 residents will achieve this outcome	19 residents will achieve this outcome
80% of those who respond to case management follow up will have maintained their housing for 90 days after receiving emergency financial assistance.	80% will receive achieve this measurement	80% will achieve this measurement
90% of Budget for Life clients will reduce their debt by 10% within 6 months	90% will achieve this measurement	N/A. Budget for Life debt reduction occurs in the first six months of the year.

Agency Defined Performance Measure(s):

The Emergency Assistance Program will attain the following BCM agency defined performance measurements in 2024:

· 37 individuals will avoid eviction as a result of emergency financial assistance received

· 80% of those who respond to case management follow-up will have maintained their housing for 90 days after receiving emergency financial assistance.

· 90% of Budget for Life clients will reduce their debt by 10% within six months

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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

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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.

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ARTICLE III - COMPENSATION FOR SERVICES

(a) Fulton County agrees to pay Contractor a maximum sum of **$50,000.00.**

(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

Docusign Envelope ID: 72C61DFF-F941-4D20-B3AE-17137B9C1C0A

(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:

Buckhead Christian Ministry
2847 Piedmont Road NE
Atlanta, Georgia 30305

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.

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(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

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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

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(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 **Buckhead Christian Ministry**, 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,

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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.

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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.

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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.

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STATE OF GEORGIA

COUNTY OF FULTON

FORM F: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services[1] under a contract with **[insert name of prime contractor (Agency)]** Buckhead Christian Ministry DBA BCM Georgia 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.

1454354
EEV/Basic Pilot Program* User Identification Number

Buckhead Christian Ministry DBA BCM Georgia
Name of Contractor (Agency)

Shirley Anne Smith
BY: Authorized Signature of Officer or Agent of Contractor

President and CEO
Title of Authorized Officer or Agent of Contractor of Contractor

Shirley Anne Smith
Printed Name of Authorized Officer or Agent of Contractor

Sworn to and subscribed before me this 16 day of Feb, 20 24

Notary Public: Artesia D. Young

County: DeKalb

Commission Expires: 08/22/2025

ARTESIA D. YOUNG NOTARY PUBLIC DEKALB COUNTY GEORGIA EXPIRES August 22, 2025

[1]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.

[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].

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STATE OF GEORGIA

COUNTY OF FULTON

NOT APPLICABLE

FORM G: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT

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

1454354
_____
EEV/Basic Pilot Program* User Identification Number of Subcontractor

_____
Name of Subcontractor (Individual/Agency)

_____
BY: Authorized Signature Officer or Agent of Subcontractor

_____
Title of Authorized Officer or Agent of Subcontractor

_____
Printed Name of Authorized Officer or Agent of Subcontractor

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

Notary Public: _____

County: _____

Commission Expires: _____

[3]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.

[4]*[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].

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/29/2024

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 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

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Alliance of Nonprofits for Ins.	10023
INSURER B : USLI	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Buckhead Christian Ministry, Inc.
2847 Piedmont Road Ne
Atlanta GA 30305

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	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y		2024-25324	06/01/2024	06/01/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Professional Liability	$ 1,000,000 $ 500,000 $ 20,000 $ 1,000,000 $ 3,000,000 $ 3,000,000 $ 1,000,000
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			2024-25324	06/01/2024	06/01/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	[X] UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 0			2024-25324-UMB	06/01/2024	06/01/2025	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) [ ] Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
B	Directors and Officers			NDO1576642D	06/01/2024	06/01/2025	D&O Liability EMPLOYMENT	$1,000,000 $1,000,000

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

Crime - Travelers - 106497886 - 07/20/2022 - 07/20/2025 - Limit $10,000

ERISA/Fiduciary Liability - 105579141 - 06/01/2023 - 06/ 01/2026 - Limit $500,000

CERTIFICATE HOLDER
Fulton County Government
141 Pryor St. SW
Atlanta GA 30303

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

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/26/2024

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	CONTACT NAME: Marsh Affinity	
Marsh Affinity a division of Marsh USA LLC. PO BOX 14404 Des Moines, IA 50306-9686	PHONE (A/C, No, Ext): 800-743-8130	FAX (A/C, No):
	E-MAIL ADDRESS: ADPTotalSource@marsh.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : New Hampshire Insurance Co.	23841
INSURED	INSURER B :	
ADP TotalSource FL XVII, Inc. 5800 Windward Parkway Alpharetta, GA 30005 Alternate Employer: Buckhead Christian Ministry, Inc 2847 PIEDMONT RD NE Atlanta, GA 303050000	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC 088407049 GA	07/01/2024	07/01/2025	X PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$ 2,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 2,000,000
							E.L. DISEASE - POLICY LIMIT	$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
All worksite employees working for Buckhead Christian Ministry, Inc paid under ADP TOTALSOURCE, INC.'s payroll, are covered under the above stated policy. Buckhead Christian Ministry, Inc is an alternate employer under this policy. 2847 Piedmont Road NE

CERTIFICATE HOLDER

Fulton County Government
141 Pryor Street, SW
Atlanta, GA 30303

CANCELLATION

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

AUTHORIZED REPRESENTATIVE Jo Phillips

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

OWNER:

FULTON COUNTY, GEORGIA

DocuSigned by:
Robert L. Pitts
BA715B1A26544E7...

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST:

DocuSigned by:
Tonya R. Grier
EEC476C4837648D...

Tonya R. Grier
Clerk to the Commission

DocuSigned by:

(Affix County Seal)

CONTRACTOR:

VENDOR NAME **Buckhead Christian Ministry**

DocuSigned by: Name of Signatory: Greg Cole
Greg Cole Title of Signatory: President and CEO
48C6542C132E433...

Authorized Signature

ATTEST:

DocuSigned by: Name of 2nd Signatory: **Anthony Jayesingha**
Anthony Jayesingha Title of 2nd Signatory: **Chief Operating Officer**
FB21A97324B94F2...

Second Authorized Signature

(Affix Corporate Seal, if applicable)

APPROVED AS TO FORM:

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

DocuSign

Certificate Of Completion

Envelope Id: 72C61DFFF9414D20B3AE17137B9C1C0A
Status: Completed
Subject: Please DocuSign: 2024 CCSP Contract-Buckhead Christian Ministry-BOC Agenda#24-0350
Parcel ID:
Employee Name:
Source Envelope:
Document Pages: 28
Signatures: 6
Certificate Pages: 7
Initials: 0
AutoNav: Enabled
Stamps: 1
EnvelopeId Stamping: Enabled
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Envelope Originator:
Cherie Williams
141 Pryor Street
Purchasing & Contract Compliance, Suite 1168
Atlana, GA 30303
Cherie.Williams@fultoncountyga.gov
IP Address: 136.55.230.223

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Signer Events	Signature	Timestamp
Greg Cole gregcole@bcmgeorgia.org Security Level: Email, Account Authentication (None)	DocuSigned by: Greg Cole 48C6542C132E433... Signature Adoption: Pre-selected Style Using IP Address: 45.25.169.165	Sent: 7/15/2024 3:51:29 PM Viewed: 7/15/2024 3:52:18 PM Signed: 7/15/2024 3:52:52 PM
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Anthony Jayesingha anthonyj@bcmgeorgia.org Chief Operating Officer Security Level: Email, Account Authentication (None)	DocuSigned by: Anthony Jayesingha FB21A97324B94F2... Signature Adoption: Pre-selected Style Using IP Address: 45.25.169.165	Sent: 7/15/2024 3:52:54 PM Viewed: 7/15/2024 3:53:52 PM Signed: 7/15/2024 3:58:28 PM
Electronic Record and Signature Disclosure: Accepted: 7/7/2023 1:34:18 PM ID: 2d1cdf63-c88b-4f3f-80db-1324108fef73		
Mark Hawks2 mark.hawks@fultoncountyga.gov Chief Assistant Purchasing Agent Purchasing and Contract Complliance Security Level: Email, Account Authentication (None)	**Completed** Using IP Address: 45.20.200.178	Sent: 7/15/2024 3:58:30 PM Resent: 7/17/2024 12:36:41 PM Viewed: 7/17/2024 3:05:20 PM Signed: 7/17/2024 3:05:33 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Stanley Wilson Stanley.Wilson@fultoncountyga.gov Director Stanley Wilson Security Level: Email, Account Authentication (None)	DocuSigned by: Stanley Wilson 5E4D76DFB4A0450... Signature Adoption: Pre-selected Style Using IP Address: 76.209.103.30	Sent: 7/17/2024 3:05:37 PM Viewed: 7/18/2024 11:11:15 AM Signed: 7/18/2024 11:11:21 AM

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Lauren Hansford lauren.hansford@fultoncountyga.gov Security Level: Email, Account Authentication (None)	**Completed** Using IP Address: 24.99.91.51	Sent: 7/18/2024 11:11:25 AM Viewed: 7/19/2024 5:16:24 PM Signed: 7/19/2024 6:06:11 PM
Electronic Record and Signature Disclosure: Accepted: 7/19/2024 5:16:24 PM ID: 2bce4a05-a955-4642-9904-d1dbc4fc849a		
David Lowman David.Lowman@fultoncountyga.gov Security Level: Email, Account Authentication (None)	DocuSigned by: David Lowman 0EC92EDADEFB4B8... Signature Adoption: Pre-selected Style Using IP Address: 73.43.218.125	Sent: 7/19/2024 6:06:14 PM Viewed: 7/21/2024 4:33:26 PM Signed: 7/21/2024 4:38:44 PM
Electronic Record and Signature Disclosure: Accepted: 7/21/2024 4:33:26 PM ID: fc848655-2640-4de9-9075-3a653a09bed4		
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: 7/21/2024 4:38:46 PM Viewed: 7/22/2024 1:37:46 PM Signed: 7/22/2024 1:38:04 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: 7/22/2024 1:38:08 PM Viewed: 7/22/2024 1:39:26 PM Signed: 7/22/2024 1:39:34 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: 74.174.59.10	Sent: 7/22/2024 1:39:37 PM Viewed: 7/22/2024 3:01:56 PM Signed: 7/22/2024 3:02:09 PM
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Signer Events	Signature	Timestamp
Mark Hawks3 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	**Completed** Using IP Address: 45.20.200.178	Sent: 7/22/2024 3:02:13 PM Viewed: 7/24/2024 2:20:32 PM Signed: 7/24/2024 2:20:36 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: 7/15/2024 3:51:27 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: 7/15/2024 3:51:27 PM Resent: 7/24/2024 2:20:46 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: 7/15/2024 3:51:28 PM
Dian DeVaughn dian.devaughn@fultoncountyga.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 7/24/2024 2:20:41 PM Viewed: 7/24/2024 5:18:26 PM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	7/15/2024 3:51:27 PM
Certified Delivered	Security Checked	7/24/2024 2:20:32 PM

Envelope Summary Events	Status	Timestamps
Signing Complete	Security Checked	7/24/2024 2:20:36 PM
Completed	Security Checked	7/24/2024 2:20:41 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

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

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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.
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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.

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FULTON COUNTY

CONTRACT DOCUMENTS

FOR

REQUEST FOR PROPOSAL 24RFP013124C-MH

2024 CONSOLIDATED COMMUNITY SERVICES PROGRAM

FOR

DEPARTMENT OF COMMUNITY DEVELOPMENT

OF

FULTON COUNTY, GEORGIA

Docusign Envelope ID: 72C61DFF-F941-4D20-B3AE-17137B9C1C0A

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 **Buckhead Christian Ministry** (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:

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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

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ARTICLE I - PARTIES AND TERM:

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

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

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

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

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

ARTICLE II - SCOPE OF CONTRACTOR'S DUTIES:

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

SCOPE OF WORK:

Consolidated Community Services Program (CCSP)

CCSP Service Category: Economic Stability/Poverty

CCSP Funding Priority(ies):

Children and Youth: Not Applicable

Disabilities: Not Applicable

Economic Stability: Emergency Financial Assistance inclusive of Rental and Mortgage assistance as well as Utility assistance,Improved access to economic opportunities

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programs/resources focused on foundational education...,Training Job Development Employment which leads to self sufficiency Ex offender support services...

Health and Wellness: Not Applicable

Homelessness: Not Applicable

Senior Services: Not Applicable

Veterans Services: Not Applicable

Buckhead Christian Ministry, Emergency Assistance 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
BCM Georgia	2847 Piedmont Road, NE	Atlanta	GA	30305	3	1,2,3,4,5,6

Approach and Design:

Buckhead Christian Ministry, Emergency Assistance Program will provide services to **68** clients that reside in Fulton County, with CCSP funding.

Buckhead Christian Ministry, will provide the following activities and services in Fulton County with CCSP funding:

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BCM's Emergency Assistance Program aligns with the Economic Stability/Poverty CSP Funding Priority. Qualifications to receive financial support from the Emergency Assistance Program include:

- Lease, mortgage, or hotel receipt in their name
- Lived in their home/rental unit for at least three months; BCM has flexibility based on client circumstances
- Paid three full months of rent, mortgage, or hotel rates; BCM has flexibility based on client circumstances
- Utility bill in their name (excludes hotel residents)
- Documented emergency (hospitalization, job loss, car repairs, reduced work hours, etc.)
- Photo ID and Social Security Card

BCM has adapted our program requirements to meet the continued increased need due to the long-term effects of the pandemic on vulnerable individuals and families, such as flexibility regarding length in their current residence. Due to increased need and rapidly rising rents in the Atlanta region, BCM's maximum assistance payment is $3,500/household, based on demonstrated need. As a result, BCM may serve fewer clients in 2024 than in 2023 with grant funds but with increased financial support for each household.

BCM's offices are closed to the public, and all programs are delivered virtually with excellence. BCM has increased the number of appointments for emergency financial assistance. BCM continues to use an online application process for emergency financial assistance to simplify and expedite the process; this continues to be an excellent model for our clients.

Appointments for Emergency Financial Assistance occur on Monday, Tuesday, Thursday and Friday from 8:00 a.m. - 4:00 p.m. Appointments are not scheduled on Wednesdays. When open, BCM's facility is ADA-compliant, utilizing ramps and an elevator to accommodate individuals with mobility challenges. BCM's client intake form is attached.

To receive assistance, clients complete an online application on BCM's website and select three appointment options. Case Managers screen the online applications and collect all required documentation before the appointment; accommodations are made for those with technology challenges. The Case Manager assesses each case and issues a pledge for how much rent/mortgage and/or utility assistance BCM will pay. BCM typically does not pay the entire amount due, and the client has seven days to redeem the pledge. In certain instances, and with appropriate funding, BCM can fulfill the total amount due. Then the Case Manager processes the file, BCM's Business Manager issues the check, the Chief Program Officer signs it, and the payment is sent to the client's landlord and/or utility company. Payments are not made directly to the client. The entire process can be completed in 3-12 days.

BCM is a United Way 211 agency and also partners with the following organizations to provide additional services for our clients: Open Doors (advocates for affordable housing for low-income workers); Urban League (resume and employment services); Furniture Bank of Atlanta (furniture for clients); Our House (childcare and housing referrals); Atlanta Children's Shelter (childcare); City of Refuge (referral agency); St. Vincent De Paul Society (rent/mortgage pledge assistance), and Agape (referrals; Budget for Life partner). We collaborate to ensure our program participants have access to a full spectrum of services, including individual and family counseling, mental health and medical services from LifeGate Counseling Center, the Potter's House, Ben Massell Dental Clinic, and Georgia Light House; domestic violence support from the Women's Resource Center and Partnership Against Domestic Violence; and job readiness training from First Step Staffing and Goodwill Career Services.

Clients receiving direct financial assistance can apply for the Budget for Life Program. Budget for Life helps financially vulnerable families learn to budget, pay down debilitating debt, and establish habits that lead to financial security. It is an intense, twelve-month program that aims to help participants lower their debt, increase their credit score, manage their expenses, and begin to increase their income. The scope of services includes:

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- Financial Assistance: BCM provides financial assistance through tapered rent (or mortgage) and utility payments for six months, up to $5,250 per family.
- Money Management Education: BCM's Money Management Program is a 22-week education program designed to help clients develop skills and learn strategies to manage their household finances. In addition to learning in a classroom setting, each client works one-on-one with a volunteer coach to help put the lessons learned into daily practice.
- Case Management: BCM staff works with each client to develop an individualized service plan. The service plan is an agreement between BCM and the client, outlining the client's goals and objectives in employment, finances, housing, and health and identifying the client's needs for supportive services.
- After-Care Savings Match: BCM provides a dollar-for-dollar savings match, up to $1,000, for participants who show a consistent record of savings deposits during the final six months of the program after completion of the Money Management classes.
- Career Path: The Career Path occurs in the final six months of the program after the Money Management Classes conclude. This will include two career path classes and meetings, as needed, with a career coach.

Budget for Life is, at its foundation, a partnership. While BCM provides the services listed above, the participating clients are responsible for working towards their own solutions and preparing for the future. Each participating family is required to:

- Pay all household expenses other than rent and utilities
- Use 30% of their household income for debt reduction or savings
- Attend all Money Management classes and work cooperatively with their coach to put into practice what they are learning
- Work with their Case Manager in developing and following through with their service plan

Last year, 28 households graduated from this program, collectively eliminating over $201,000 in personal debt and saving over $7,200. BCM has expanded the program this year, and 50 households are currently enrolled. BCM has established the following goals for Budget for Life participants:

- Set and adhere to a household budget
- Set and adhere to a debt reduction plan
- Open and manage a bank account
- Establish a savings account

Budget for Life aims to help low-income workers meet basic needs and achieve financial stability. Program goals include the following:

- 80% of the Budget for Life participants will complete all components of the program
- 75% of graduates will be housed six months after services
- 50% will continue to make contributions to their savings or debt reduction plan after services are completed.

BCM collects data through interviews and documentation at the time of service and throughout the follow-up period. Data is collected in person, via phone calls and e-mails. Through BCM's Emergency Assistance Program, individuals can receive financial assistance to help weather a financial crisis and avoid the loss of their residence through eviction, learn money management and budgeting skills, and receive case management services to improve their employment situation. Participation in this program addresses the following Fulton County "Health & Human Services" Strategic Objectives:

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- Prevent health disparities by educating residents and connecting them to available resources (BCM provides referrals to additional services.)
- Help residents realize their educational potential through our community services and library programs (BCM prevents eviction, which improves educational outcomes for youth due to decreased learning loss due to transiency.)
- Support the vulnerable residents in our social services (BCM provides housing support and supportive services, including case management.)

In addition, the program addresses the following Health and Human Services Key Performance Indicators:

- Prevent health disparities by educating residents and connecting them to available resources.
    - Percentage of residents who experience food insecurity (BCM's housing support helps families better afford groceries; BCM also provides referrals to access to food pantries.)
    - Number of people who receive behavioral health services (BCM's case managers refer clients to additional supportive services, including behavioral health services).
- Help residents realize their educational potential through our community services and library programs
    - Percentage of high school students who graduate on time (BCM provides housing stability, which reduces transiency and is linked to improved educational outcomes for vulnerable school-aged youth.)
- Support the vulnerable residents in our social services
    - Number of residents who receive permanent supportive housing and self support services (BCM's Budget for Life program is a 12-month program, providing tapered rent and utility ssistance and wrap-around services by professional case managers.)

Participation in the program also addresses the following Community Service Program Economic Stability/Poverty Funding Priorities:

- Emergency Financial Assistance inclusive of rent and mortgage assistance, as well as utility assistance
- Training/Job Development/Employment which leads to self-sufficiency. Ex-offender services (employment, housing options, and transitional skills training).
- Improved access to economic opportunities, programs and resources focused on foundational education, career exploration; coaching to re-engage youth up to age 21 and provide job-readiness skills for employment. Wraparound support to address basic needs during training (rental assistance, transportation, childcare)

Designation of CSP Funds:

Based on the awarded amount of **$50,000.00,** 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.).

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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.)	$2,500.00
Operational	$0.00
Direct Services	$47,500.00
Total	$50,000.00

Explanation of Funding Details:

<u>Administrative:</u>

· $2,500 to support the Chief Program Officer's salary and benefits for grant management and reporting.

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Direct Services:

· $3,750 to support the salary and benefits of the Director of Emergency Assistance

· $5,000 to support the salary and benefits of an Emergency Assistance Coordinator

· $3,750 to support the salary and benefits of the Director of Financial Education

· $35,000 for emergency financial assistance payments for rent/mortgage and/or utility payments to Fulton County residents

Program Performance Measures:

Buckhead Christian Ministry agrees to track and report program performance to the Fulton County Department of Community Development.

County Defined Performance Measure(s):

Children and Youth: Not Applicable

Disabilities: Not Applicable

Economic Stability: Number of individuals placed in Living Wage Employment; receiving training/job development/employment support...,Number of individuals receiving Emergency Financial Assistance,Number of individuals with improved access to economic opportunities, programs/resources focused on education...

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:

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The ultimate goal of the Emergency Assistance Program is to provide assistance during a family's financial crisis, including the supportive services and tools they need to avoid a similar incident in the future. Case Managers work with each client to determine their current needs and identify existing resources to aid in their financial crisis. Due to our clients' rapidly rising rents and significant rental arrears, BCM can provide emergency financial assistance up to $3,500/household. In some cases, this can fulfill the total amount owed. As a result of participation in the program, BCM's historical data indicates that 80% of families served who respond to BCM follow-up will remain housed 90 days after receiving financial assistance, and 70% remain self-sufficient after completing Budget for Life.

The Emergency Assistance Program will attain the following Fulton County defined performance measurements in 2024 for Fulton County residents:

· 68 individuals will receive Emergency Financial Assistance

· 5 individuals placed in Living Wage Employment; receiving training/job development/employment support services which leads to self-sufficiency

· 5 individuals receiving improved access to economic opportunities, programs and resources focused on foundational education, career exploration, and coaching to re-engage youth and provide job-readiness skills for employment

The Emergency Assistance Program will attain the following BCM agency defined performance measurements in 2021:

· 37 individuals will avoid eviction as a result of emergency financial assistance received

· 80% of those who respond to case management follow-up will have maintained their housing for 90 days after receiving emergency financial assistance.

· 90% of Budget for Life clients will reduce their debt by 10% within six months

BCM collects client data through its online Intake Form (attached to Question 12), which is now completed online. This includes information on race, veteran status, employment status, the number of members in the household and their demographic information, any public assistance being received, proof of residence, or the name of the shelter or recovery/transitional program in which the client is enrolled, and monthly income and expenses. Data during the follow-up period

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is collected through virtual meetings, phone calls, and e-mails. BCM has recently switched our internal databases, Drupal and Tableau, to Salesforce to record and report this information and the HMIS ClientTrack system when appropriate. BCM is in the process of expanding its internal database to capture more program outcome information. BCM's Case Managers are outcome and data-driven, with the knowledge that intervention is critical in evaluating the outcomes and process of the performance measures.

Milestones and a schedule for Performance Measurements identified above are as follows:

Objective	**Reporting Period 1 (January – June)**	**Reporting Period 2 (July – December)**
68 Fulton County residents receive Emergency Financial Assistance	34 residents will achieve this outcome	34 residents will achieve this outcome
5 Fulton County residents will receive training/job development/employment support services which lead to self sufficiency	N/A. The Budget for Life Career track occurs in the second six months of the year.	5 residents will achieve this outcome
5 Fulton County residents will receive improved access to economic opportunities, programs and resources focused on foundational education, career exploration, and coaching to re-engage youth and provide job-readiness skills for employment	N/A. The Budget for Life Career track occurs in the second six months of the year.	5 residents will achieve this outcome

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37 Fulton County residents will avoid eviction as a result of emergency financial assistance received	18 residents will achieve this outcome	19 residents will achieve this outcome
80% of those who respond to case management follow up will have maintained their housing for 90 days after receiving emergency financial assistance.	80% will receive achieve this measurement	80% will achieve this measurement
90% of Budget for Life clients will reduce their debt by 10% within 6 months	90% will achieve this measurement	N/A. Budget for Life debt reduction occurs in the first six months of the year.

Agency Defined Performance Measure(s):

The Emergency Assistance Program will attain the following BCM agency defined performance measurements in 2024:

· 37 individuals will avoid eviction as a result of emergency financial assistance received

· 80% of those who respond to case management follow-up will have maintained their housing for 90 days after receiving emergency financial assistance.

· 90% of Budget for Life clients will reduce their debt by 10% within six months

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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

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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.

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ARTICLE III - COMPENSATION FOR SERVICES

(a) Fulton County agrees to pay Contractor a maximum sum of **$50,000.00.**

(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

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(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:

Buckhead Christian Ministry
2847 Piedmont Road NE
Atlanta, Georgia 30305

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.

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(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

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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

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(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 **Buckhead Christian Ministry**, 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,

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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.

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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.

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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.

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STATE OF GEORGIA

COUNTY OF FULTON

FORM F: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services[1] under a contract with **[insert name of prime contractor (Agency)]** Buckhead Christian Ministry DBA BCM Georgia 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.

1454354
EEV/Basic Pilot Program* User Identification Number

Buckhead Christian Ministry DBA BCM Georgia
Name of Contractor (Agency)

Shirley Anne Smith
BY: Authorized Signature of Officer or Agent of Contractor

President and CEO
Title of Authorized Officer or Agent of Contractor of Contractor

Shirley Anne Smith
Printed Name of Authorized Officer or Agent of Contractor

Sworn to and subscribed before me this 16 day of Feb, 20 24

Notary Public: Artesia D. Young

County: DeKalb

Commission Expires: 08/22/2025

ARTESIA D. YOUNG NOTARY PUBLIC DEKALB COUNTY GEORGIA EXPIRES August 22, 2025

[1]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.

[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].

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STATE OF GEORGIA

COUNTY OF FULTON

NOT APPLICABLE

FORM G: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT

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

1454354
_____
EEV/Basic Pilot Program* User Identification Number of Subcontractor

_____
Name of Subcontractor (Individual/Agency)

_____
BY: Authorized Signature Officer or Agent of Subcontractor

_____
Title of Authorized Officer or Agent of Subcontractor

_____
Printed Name of Authorized Officer or Agent of Subcontractor

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

Notary Public: _____

County: _____

Commission Expires: _____

[3]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.

[4]*[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].

Docusign Envelope ID: 72C61DFF-F941-4D20-B3AE-17137B9C1C0A

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/29/2024

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 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

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Alliance of Nonprofits for Ins.	10023
INSURER B : USLI	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Buckhead Christian Ministry, Inc.
2847 Piedmont Road Ne
Atlanta GA 30305

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	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y		2024-25324	06/01/2024	06/01/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Professional Liability	$ 1,000,000 $ 500,000 $ 20,000 $ 1,000,000 $ 3,000,000 $ 3,000,000 $ 1,000,000
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			2024-25324	06/01/2024	06/01/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	[X] UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 0			2024-25324-UMB	06/01/2024	06/01/2025	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) [ ] Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
B	Directors and Officers			NDO1576642D	06/01/2024	06/01/2025	D&O Liability EMPLOYMENT	$1,000,000 $1,000,000

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

Crime - Travelers - 106497886 - 07/20/2022 - 07/20/2025 - Limit $10,000

ERISA/Fiduciary Liability - 105579141 - 06/01/2023 - 06/ 01/2026 - Limit $500,000

CERTIFICATE HOLDER
Fulton County Government
141 Pryor St. SW
Atlanta GA 30303

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

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/26/2024

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	CONTACT NAME: Marsh Affinity	
Marsh Affinity a division of Marsh USA LLC. PO BOX 14404 Des Moines, IA 50306-9686	PHONE (A/C, No, Ext): 800-743-8130	FAX (A/C, No):
	E-MAIL ADDRESS: ADPTotalSource@marsh.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : New Hampshire Insurance Co.	23841
INSURED	INSURER B :	
ADP TotalSource FL XVII, Inc. 5800 Windward Parkway Alpharetta, GA 30005 Alternate Employer: Buckhead Christian Ministry, Inc 2847 PIEDMONT RD NE Atlanta, GA 303050000	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC 088407049 GA	07/01/2024	07/01/2025	X PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$ 2,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 2,000,000
							E.L. DISEASE - POLICY LIMIT	$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
All worksite employees working for Buckhead Christian Ministry, Inc paid under ADP TOTALSOURCE, INC.'s payroll, are covered under the above stated policy. Buckhead Christian Ministry, Inc is an alternate employer under this policy. 2847 Piedmont Road NE

CERTIFICATE HOLDER

Fulton County Government
141 Pryor Street, SW
Atlanta, GA 30303

CANCELLATION

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

AUTHORIZED REPRESENTATIVE Jo Phillips

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

OWNER:

FULTON COUNTY, GEORGIA

DocuSigned by:
Robert L. Pitts
BA715B1A26544E7...

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST:

DocuSigned by:
Tonya R. Grier
EEC476C4837648D...

Tonya R. Grier
Clerk to the Commission

DocuSigned by:

(Affix County Seal)

CONTRACTOR:

VENDOR NAME **Buckhead Christian Ministry**

DocuSigned by: Name of Signatory: Greg Cole
Greg Cole Title of Signatory: President and CEO
48C6542C132E433...

Authorized Signature

ATTEST:

DocuSigned by: Name of 2nd Signatory: **Anthony Jayesingha**
Anthony Jayesingha Title of 2nd Signatory: **Chief Operating Officer**
FB21A97324B94F2...

Second Authorized Signature

(Affix Corporate Seal, if applicable)

APPROVED AS TO FORM:

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

DocuSign

Certificate Of Completion

Envelope Id: 72C61DFFF9414D20B3AE17137B9C1C0A
Status: Completed
Subject: Please DocuSign: 2024 CCSP Contract-Buckhead Christian Ministry-BOC Agenda#24-0350
Parcel ID:
Employee Name:
Source Envelope:
Document Pages: 28
Signatures: 6
Certificate Pages: 7
Initials: 0
AutoNav: Enabled
Stamps: 1
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Envelope Originator:
Cherie Williams
141 Pryor Street
Purchasing & Contract Compliance, Suite 1168
Atlana, GA 30303
Cherie.Williams@fultoncountyga.gov
IP Address: 136.55.230.223

Record Tracking

Status: Original
7/15/2024 3:44:46 PM
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Cherie.Williams@fultoncountyga.gov
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Security Appliance Status: Connected
Pool: StateLocal

Storage Appliance Status: Connected
Pool: Fulton County Government
Location: DocuSign

Signer Events	Signature	Timestamp
Greg Cole gregcole@bcmgeorgia.org Security Level: Email, Account Authentication (None)	DocuSigned by: Greg Cole 48C6542C132E433... Signature Adoption: Pre-selected Style Using IP Address: 45.25.169.165	Sent: 7/15/2024 3:51:29 PM Viewed: 7/15/2024 3:52:18 PM Signed: 7/15/2024 3:52:52 PM
Electronic Record and Signature Disclosure: Accepted: 7/15/2024 3:52:18 PM ID: 35de8a17-a95b-452f-95e0-eac4ab2f723a		
Anthony Jayesingha anthonyj@bcmgeorgia.org Chief Operating Officer Security Level: Email, Account Authentication (None)	DocuSigned by: Anthony Jayesingha FB21A97324B94F2... Signature Adoption: Pre-selected Style Using IP Address: 45.25.169.165	Sent: 7/15/2024 3:52:54 PM Viewed: 7/15/2024 3:53:52 PM Signed: 7/15/2024 3:58:28 PM
Electronic Record and Signature Disclosure: Accepted: 7/7/2023 1:34:18 PM ID: 2d1cdf63-c88b-4f3f-80db-1324108fef73		
Mark Hawks2 mark.hawks@fultoncountyga.gov Chief Assistant Purchasing Agent Purchasing and Contract Complliance Security Level: Email, Account Authentication (None)	**Completed** Using IP Address: 45.20.200.178	Sent: 7/15/2024 3:58:30 PM Resent: 7/17/2024 12:36:41 PM Viewed: 7/17/2024 3:05:20 PM Signed: 7/17/2024 3:05:33 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Stanley Wilson Stanley.Wilson@fultoncountyga.gov Director Stanley Wilson Security Level: Email, Account Authentication (None)	DocuSigned by: Stanley Wilson 5E4D76DFB4A0450... Signature Adoption: Pre-selected Style Using IP Address: 76.209.103.30	Sent: 7/17/2024 3:05:37 PM Viewed: 7/18/2024 11:11:15 AM Signed: 7/18/2024 11:11:21 AM

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: 24.99.91.51	Sent: 7/18/2024 11:11:25 AM Viewed: 7/19/2024 5:16:24 PM Signed: 7/19/2024 6:06:11 PM
Electronic Record and Signature Disclosure: Accepted: 7/19/2024 5:16:24 PM ID: 2bce4a05-a955-4642-9904-d1dbc4fc849a		
David Lowman David.Lowman@fultoncountyga.gov Security Level: Email, Account Authentication (None)	DocuSigned by: David Lowman 0EC92EDADEFB4B8... Signature Adoption: Pre-selected Style Using IP Address: 73.43.218.125	Sent: 7/19/2024 6:06:14 PM Viewed: 7/21/2024 4:33:26 PM Signed: 7/21/2024 4:38:44 PM
Electronic Record and Signature Disclosure: Accepted: 7/21/2024 4:33:26 PM ID: fc848655-2640-4de9-9075-3a653a09bed4		
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: 7/21/2024 4:38:46 PM Viewed: 7/22/2024 1:37:46 PM Signed: 7/22/2024 1:38:04 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: 7/22/2024 1:38:08 PM Viewed: 7/22/2024 1:39:26 PM Signed: 7/22/2024 1:39:34 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: 74.174.59.10	Sent: 7/22/2024 1:39:37 PM Viewed: 7/22/2024 3:01:56 PM Signed: 7/22/2024 3:02:09 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 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	**Completed** Using IP Address: 45.20.200.178	Sent: 7/22/2024 3:02:13 PM Viewed: 7/24/2024 2:20:32 PM Signed: 7/24/2024 2:20:36 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: 7/15/2024 3:51:27 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: 7/15/2024 3:51:27 PM Resent: 7/24/2024 2:20:46 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: 7/15/2024 3:51:28 PM
Dian DeVaughn dian.devaughn@fultoncountyga.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 7/24/2024 2:20:41 PM Viewed: 7/24/2024 5:18:26 PM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	7/15/2024 3:51:27 PM
Certified Delivered	Security Checked	7/24/2024 2:20:32 PM

Envelope Summary Events	Status	Timestamps
Signing Complete	Security Checked	7/24/2024 2:20:36 PM
Completed	Security Checked	7/24/2024 2:20:41 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.

Docusign Envelope ID: 5BE4F095-ED4D-418B-A8BE-4B0E52C25BB9

FULTON COUNTY

CONTRACT DOCUMENTS

FOR

REQUEST FOR PROPOSAL 24RFP013124C-MH

2024 CONSOLIDATED COMMUNITY SERVICES PROGRAM

FOR

DEPARTMENT OF COMMUNITY DEVELOPMENT

OF

FULTON COUNTY, GEORGIA

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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 **Community Assistance Center** (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:

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ARTICLE I - PARTIES AND TERM:

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

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

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

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

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

ARTICLE II - SCOPE OF CONTRACTOR'S DUTIES:

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

SCOPE OF WORK:

Consolidated Community Services Program (CCSP)

CCSP Service Category: Economic Stability/Poverty

CCSP Funding Priority(ies):

Children and Youth: Not Applicable

Disabilities: Not Applicable

Economic Stability: Emergency Financial Assistance inclusive of Rental and Mortgage assistance as well as Utility assistance,Improved access to economic opportunities

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programs/resources focused on foundational education...,Training Job Development Employment which leads to self sufficiency Ex offender support services...

Health and Wellness: Not Applicable

Homelessness: Not Applicable

Senior Services: Not Applicable

Veterans Services: Not Applicable

Community Assistance Center, Emergency Assistance 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
Main Building	1130 Hightower Trail	Sandy Springs	Georgia	30350	2	1,2,3
Main Food Pantry & Thrift Store	8607 Roswell Rd.	Sandy Springs	Georgia	30350	2	1,2
Branch Office	120 Northwood Dr.	Sandy Springs	Georgia	30342	3	2,3

Approach and Design:

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Community Assistance Center, Emergency Assistance Program will provide services to **750** clients that reside in Fulton County, with CCSP funding.

Community Assistance Center, will provide the following activities and services in Fulton County with CCSP funding:

The mission and model of operation of the Community Assistance Center depends on community engagement, collaboration, and partnerships. The agency brings together faith-based congregations, businesses, civic and nonprofit organizations, schools, and individuals to make a difference in the lives of the neediest in our community. The solutions to clients' problems are often the result of coordinating between several organizations to solve the crisis and provide ancillary services to the family. CAC has both formal collaborations with a Memorandum of Understanding (MOU) as well as informal partnerships with organizations that historically have worked together for the benefit of those we serve.

Our formal collaborations include MOUs with:

- United Way of Greater Atlanta to provide free tax preparation for low-income households

- United Way of Greater Atlanta 2-1-1 Contact Center partnership to assist in critical emergencies

- Fulton County CoC- Continuum of Care to serve the homeless population and homelessness prevention

- The North Fulton Housing Continuum of Care is a collaboration of eight non-profit agencies in North Fulton

- Atlanta Community Food Bank for food acquisition as well as to process and qualify clients for SNAP, Medicaid, and WIC

- Second Helpings Atlanta, to collaborate on the rescue and distribution of donated food

- Midwest Food Bank of Atlanta for food acquisition, for perishable and non-perishable items

- St. Vincent de Paul Georgia Inc., to provide frozen meat supplies

- Helping Mamas Atlanta to provide essential baby items and period products to families in need

Civic organizations: Sandy Springs Society, Rotary, Optimist, Kiwanis and Lions Club

Businesses such as Mercedes Benz, Cox, Graphic Packaging, Holder, Swinerton, Georgia Power, Publix, State Farm, Children’s Healthcare of Atlanta among others, provide funding and help with special projects.

The Adult Education AND Career Center Program would not be a reality without our many organizational partners and volunteer advocates and teachers working with a professionally developed curriculum. CAC has worked with the following organizations:

- Intercambio out of Colorado to provide books and offer all the training for our volunteer teachers

- 5th Third Bank teaches financial literacy classes

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- Our "Meet a Professional Series" features presentations by the Sandy Springs Police and Fire Department as well as Immigration Lawyers

- CPR and First Aid classes are offered to staff, volunteers, and clients in partnership with the Sandy Springs Fire Department.

- Goodwill Industries Career Services provides career and employment services through CAC's Career Center

- The Cities of Sandy Springs and Dunwoody to provide high-quality job fairs in partnership with many businesses in the Atlanta Perimeter area.

PROGRAMS

CAC's Emergency Assistance Program is modeled after the most effective homeless prevention programs according to parameters outlined by The National Alliance to End Homelessness research that concludes that successful prevention programs: * Provide the least amount of intervention to the greatest number of people * Focus on Housing Stability, not Emergency Shelter * Provide mechanisms for Crisis Resolution * Target the right population * Offer Client Choice * Manage for Efficiency and Effectiveness * Maximize Community Resources.

Based on these premises, CAC has developed a program that incorporates all of those components. CAC works to improve conditions caused by poverty, whether that poverty is permanent or temporary and is a proactive agent of change in the community and in the lives of those we serve. CAC focuses on hunger and homeless prevention by first directing its aid to families who are experiencing a financial crisis and struggle to meet their basic needs of food, clothing, and shelter, addressing point 2 and 4 of the Fulton County Health & Human Services KPIs (helping residents who experience food insecurity and affecting a percentage change in the homeless population year to year, respectively). Once basic needs are provided for, we help individuals and families on their journey to improve their economic stability.

When a client contacts CAC the first step is to complete an assessment to establish need and eligibility. Next is an interview to review the client's assets and their critical needs, document the need and help the client to develop an Individual Service Plan (ISP). The ISP starts with Benefits Screening to evaluate if the household is receiving or qualifies for benefits such as SNAP, Medicaid, TANF, and others, addressing point 2 of the Fulton County H&HS KPIs (affecting the number of uninsured adults and children). It includes referrals to appropriate resources, internal at CAC such as the Emergency Assistance Program to provide for basic needs of financial assistance for rent and/or utility payments, food and clothing, and external to CAC such as transitional housing, shelter, counseling, etc. One component of the Individual Service Plan is an assessment of employment potential based on current skills to determine what additional skills may be needed to sustain career and personal success to achieve greater economic security and self-sufficiency.

Financial Assistance Program – Goal:

To prevent clients from losing their homes by providing financial assistance to individuals seeking help to overcome a temporary financial setback and adequate referral services to individuals seeking assistance. Financial assistance is in the form of partial payments for rent, mortgage, and/or utilities to prevent evictions or utility disruptions and is paid directly to the vendor. The nature of the emergencies considered include changes in personal circumstances such as job loss, illness, and unpaid maternity leave, disasters such as fire and flood, unusual expenses such as high medical bills, and family changes such as death, divorce, or separation.

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Food Program - Goals:

1) To reduce the number of households experiencing food insecurity in our community by providing groceries and nutritious food when needed.

2) To improve the nutritional status of clients by enhancing the quality and appeal of meals and groceries provided through the food pantry and providing nutrition education.

When clients first come requesting food to CAC, 44% state that they are missing at least one meal a day and routinely do not have enough food to feed their families. CAC helps clients overcome issues of food insecurity by providing groceries and nutritious meals all year round, additional pounds of food for kids's meals during the summer break, and during the holiday season a food basket to celebrate. Following the national best practices for emergency food providers, the food pantry offers a "Client Choice Model". Food Pantry clients "shop" the shelves, select the items that they prefer, and leave with customized bags of groceries for their family's meals. In addition to upholding the dignity of clients by allowing them freedom of choice, CAC serves clients with specific health concerns and dietary restrictions and reduces food waste. CAC operates three food pantries, two of which are in Sandy Springs and serve Fulton County residents, creating a vital lifeline for families in the immediate area that may otherwise go hungry. The CAC food pantry serves an average of 850 families per month during the school year, a number that rises to 930 in the summer when children do not have access to free and reduced school lunches. Of the 6,300 individuals that CAC Food Pantry touched last year, 120 were homeless, 362 living in a recovery program for substance abuse, 36 were in transitional housing, and 24 living in a hotel as a result of evictions. 37% were children aged newborn to 18 years old. CAC's Food Pantry has become an essential food service provider addressing Fulton County Health and Human Services initiatives.

Clothing Program - CAC Canopy Thrift - Goals:

1)To provide clothing and household basics for our neighbors in need by providing clean and wearable clothing, furniture, toys, and household items.

2)To increase the earned revenue stream of this venture by selling to the public.

The Clothing Program via the CAC Canopy Thrift provides free clothing and household needs including furniture on a voucher system to approximately 200 households each month. CAC ensures more than 4,000 individuals will have appropriate clothing for school and work. The shop in addition to increasing significantly the amount of in-kind donations to clients in need is also a revenue generator and will progressively contribute more towards the financial stability of CAC.

The Adult Education and Career Center Programs - Goals:

1)To offer classes that prepare our clients for work and daily living on their path to self-sufficiency.

2)To engage in partnerships that offer education, training and career readiness programs for CAC clients.

3)To partner with employers to refer clients to better employment opportunities to increase their income and achieve greater economic stability.

4)To provide job search mentoring through a team of 30 Volunteer Career Advocates. Assistance with resume writing, interviewing, connections with local employers

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At CAC we strive to give our neighbors opportunities to get integrated into society, the workforce, and the modern world. In addition to helping clients overcome economic challenges, CAC works to identify the educational and needs of our clients. We offer classes that help our clients improve their personal and/or work situations. Classes include English for Successful Living, computers, career planning and financial literacy.

CAC's Career Center Program is a natural extension of CAC's mission of promoting self-sufficiency. The Center has proved to be very successful in connecting the workforce to the workplace and has assisted over 330 clients since 2022. CAC is in a perfect position to connect its clients to employment opportunities given the robust marketplace of the Atlanta Perimeter Area and our access to those in need of better-paying jobs. Most of the referrals to the Career Center come from the CAC Assistance Team. Volunteer Career Advocates serve as mentors through the short-term process of securing a new job and long-term follow-up to encourage and provide support needed for continued success. Referrals are made to CAC's Adult Education Program if Language or Computer Skills are needed and to other organizations that provide industry-specific training. To best achieve the goal of connecting job-seekers to local companies, the Career Center has partnered with the City of Sandy Springs to host Sandy **Springs Connects!** Career Expos. The Career Expos continue to grow, with over 20 high-quality employers and 200 job seekers attending the event at City Center in September 2023. CAC has also partnered with the City of Dunwoody to offer **HireDunwoody.** The next HireDunwoody event is scheduled for May 2024. The Career Center offers computer workstations for clients to research jobs and access a resource library. While we have worked primarily with CAC clients we plan to offer our services to the broader community. As the cost of housing and transportation continues to rise, many people who currently do not need CAC's Emergency Assistance services will likely need to move up in income to maintain housing stability. With the significant number of employers in our area, match making our clients to their jobs is a win-win. The goal is to become the go-to Career Center for the vibrant Perimeter Business district.

Volunteer Income Tax Assistance Program (VITA) – Goal:

To offer free tax return preparation help to low-to-moderate-income households who need help with their tax returns.

VITA works in partnership with the IRS and United Way and provides a necessary service for struggling families. IRS-trained CAC volunteers prepare tax returns at no cost for individuals and families within the allowed income level. Clients benefit greatly from knowledgeable tax preparation assistance that ensures that tax returns are filed properly and that clients take advantage of the earned income, child and/or education credit as appropriate. These credits are a key contributor to poverty reduction. The CAC VITA site prepared 333 tax forms in 2023, resulting in over $400,000 in returns, and over $320,000 from child, education, and earned income credits. Many clients come for tax preparation and discover opportunities to receive assistance, gain valuable skills and meet self-sufficiency goals.

Youth Programs - Goal:

To provide support for the unique needs of children and families thus mitigating additional economic stress. CAC is committed to stabilizing families and providing critically needed extra support at particularly challenging times of the year. CAC offers Summer Lunches to relieve the added financial stress for many families during the summer months when kids are out of school. CAC's Tools for Schools program provides students with backpacks filled with grade-level specific supplies to make sure they have the tools needed for the start of the academic year. CAC provides classroom supplies via the Teachers' Closet program. CAC's Adopt a Family Program matches donors with families to provide gifts for kids ages newborn to 18.

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Individuals and families may also be referred to other resources such as counseling or training. Most importantly, CAC offers hope for the future: a place where one can go for help and speak to a compassionate volunteer who can offer opportunities to get assistance, learn, and grow.

Designation of CSP Funds:

Based on the awarded amount of **$50,000.00,** 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.

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Cost Category	Designation of CCSP Funding Award
Administrative (5% Admin max of funds awarded.)	$0.00
Operational	$0.00
Direct Services	$50,000.00
Total	$50,000.00

Explanation of Funding Details:

CAC respectfully request $50,000 to help fund the Emergency Assistance Program for the 2024 program year. These funds will be used for staff salaries providing direct service to 750 Fulton County individuals from 350 households receiving financial assistance and food to prevent homelessness and food insecurity. It will include the Assistance Manager, Branches Manager, Assistance Analyst Specialist, Intake Specialist, Food Pantry Managers nad Thrift Store Manager.

Program Performance Measures:

Community Assistance Center agrees to track and report program performance to the Fulton County Department of Community Development.

County Defined Performance Measure(s):

Children and Youth: Not Applicable

Disabilities: Not Applicable

Economic Stability: Number of individuals receiving access/support for educational resources...,Number of individuals receiving Emergency Financial Assistance,Number of individuals with improved access to economic opportunities, programs/resources focused on education...

Health and Wellness: Not Applicable

Homelessness: Not Applicable

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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:

CAC has made the evaluation process an integral part of all programs, resulting in data-driven analysis that informs planning and management decisions. Thus, only programs which are having the desired effect are continued and improved. The results are reviewed regularly by the staff to consider operational improvements. Decisions requiring policy changes are considered by a Board Committee and decided by the Board. The results have been used to target assistance to families at higher risk and to commit more resources to obtain more stable, positive outcomes and to expand access and capacity.

For this grant CAC will report on the following County Defined Performance Measures:

- Number of individuals receiving Emergency Financial Assistance
- Number of individuals receiving access to and support for educational resources (GED testing, college / vocational school scholarships and partnerships)
- Number of individuals with improved access to economic opportunities, programs and resources focused on foundational education, career exploration, and coaching to re-engage youth and provide job-readiness skills for employment.

In addition, CAC measures its success by the following Key outcome indicators:

- Percent of clients that are able to remain housed

- Percent of clients who resolve their crisis

- Percent of clients avoiding food insecurity

Agency Defined Performance Measure(s):

Community Assistance Center focuses on prevention. Therefore, one of the most important measures of its effectiveness is whether the assistance provided helps clients remain in their homes. Data is collected after 30, 90 and 180 days after financial assistance is given. This allows the agency to ascertain if the families who received financial assistance are still

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housed and evaluate progress toward goals and resolution of the crisis that led them to seek assistance These evaluations include questions about service needs and client satisfaction as well as outcomes.

CAC tracks the following Key Performance Indicators (KPI) after 30, 90 or 180 days

OUTCOMES

- % of the clients who are still in their home

- % of clients who have resolved the crisis which caused them to seek assistance

- % of clients who have full use of utilities

- % of clients who are employed full time and part time

- Number of individuals who entered employment/education/training

- % of clients that are food insecure

CAC uses several sources of data to evaluate its programs:

- Outcome evaluation questionnaires that include questions about progress towards ISP goals, outcomes, service needs and client satisfaction.

- Client feedback and suggestions

- Volunteer and staff feedback and suggestions

- Client demographic and service data to determine demand, trends, demographics, etc.

- Environmental scan to assess changes affecting low income families in particular

The following are the results of the 180-day evaluation in 2023:

49% of clients were able to resolve the crisis that caused them to seek assistance

84% of clients had been able to keep a home on their own 180 days after receiving assistance

69% of clients reached house stability for 6 months and more

82% of the clients have been able to keep their utilities connected 69% of clients are employed (full or part time

18% of clients are unemployed

25% of clients have increased their income

25% of clients reported a decrease in their income

55% of clients are food insecure

These results indicate that in a large percentage of the cases the goal of preventing homelessness, maintaining basic services and regaining stability was attained. This demonstrates that timely support directed to those who need it the

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most and in the amount that is needed works. CAC's prevention efforts stabilize households, prevent blight in the community and offer many residents a smoother path to recovery. CAC's Board reviews Strategic Plan goals and objectives against performance indicators quarterly. They analyze appropriateness of scope and effectiveness of assistance and adjusts plan as needed. For example, results were used to target assistance to families at higher risk and to commit more resources to obtain more stable, positive outcomes. CAC focuses on prevention and has consistently delivered successful outputs and outcomes associated with grant awards. The agency has been awarded multi-year funding by United Way because of its outstanding outcomes and excellent operational and financial management.

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**

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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

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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 **$50,000.00.**

(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

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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

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137 Peachtree Street, SW
Atlanta, Georgia 30303

To Contractor:

Community Assistance Center
P.O. Box 501298
Sandy Springs, Georgia 31150

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.

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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

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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 **Community Assistance Center**, 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

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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

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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

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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.

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STATE OF GEORGIA

COUNTY OF FULTON

FORM F: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services[1] under a contract with **[insert name of prime contractor (Agency)]** Community Assistance Center 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.

99619

EEV/Basic Pilot Program* User Identification Number

Community Assistance Center

Name of Contractor (Agency)

BY: Authorized Signature of Officer or Agent of Contractor

CEO

Title of Authorized Officer or Agent of Contractor of Contractor

Francis K. Horton III

Printed Name of Authorized Officer or Agent of Contractor

Sworn to and subscribed before me this 12 day of February, 2024.

Notary Public: Janice M. Haddock

County: Fulton

Commission Expires: 9-9-2024

JANICE M HADDOCK NOTARY PUBLIC COBB COUNTY, GEORGIA MY COMMISSION EXPIRES SEPTEMBER 09, 2024

[1]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.

[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].

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STATE OF GEORGIA

COUNTY OF FULTON

This does not apply to Communities In Schools of Atlanta.

FORM G: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT

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

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

_____
Name of Subcontractor (Individual/Agency)

Yarely Elizabeth Erazo
_____
BY: Authorized Signature Officer or Agent of Subcontractor

People Operations Manager
_____
Title of Authorized Officer or Agent of Subcontractor

Yarely Elizabeth Erazo
_____
Printed Name of Authorized Officer or Agent of Subcontractor

Sworn to and subscribed before me this 22nd day of February, 20 24 by Yarely Elizabeth Erazo

Notary Public: NBashar

County: Fairfax, Virginia

Commission Expires: 07/31/2024

COMMONWEALTH OF VIRGINIA · ELECTRONIC NOTARY PUBLIC ·

Nurul Bashar

REGISTRATION NUMBER
7519681
COMMISSION EXPIRES
July 31, 2024

Notarized remotely online using communication technology via Proof.

[3]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.

[4]*[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].

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/19/2024

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: Lauren Green
PHONE (A/C, No, Ext): (770) 551-3270 **FAX (A/C, No):** (770) 551-3289
E-MAIL ADDRESS: lauren@hains.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Berkley National Ins Co	
INSURER B : Healthcare Mutual Captive Ins.	
INSURER C : U. S. Liability	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Community Assistance Center, Inc., DBA: Community Action Center
P O Box 501298
Atlanta GA 31150-1298

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			HHS 8525192-18	06/29/2024	06/29/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Abuse & Molestation	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 3,000,000 $ 3,000,000 $ 1,000,000
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			HHS 8525192-17	06/29/2024	06/29/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Underinsured motorist	$ 1,000,000 $ $ $ $ 1,000,000
A	[X] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			HHS 8525192-17	06/29/2024	06/29/2025	EACH OCCURRENCE AGGREGATE 	$ 5,000,000 $ 5,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		050-00474-24	01/01/2024	01/01/2025	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 500,000 $ 500,000 $ 500,000
C	Directors & Officers			NDO1033757N	06/10/2024	06/10/2025	Limit Each Claim Deductible	$1,000,000 $1,000,000 $500

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

For Informational Purposes Only. General Liability Broadening Endorsement (Form CG 83 91 05 15)
RE: HHS 8525192-18: effective 6/29/24-6/29/25 ;Professional Errors & Omissions; Each Occurence- $1,000,000; General Aggregate- $3,000,000

CERTIFICATE HOLDER
Fulton County Government
141 Pryor Street SW
Atlanta GA 30303

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

AUTHORIZED REPRESENTATIVE

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ADDITIONAL COVERAGES

Ref #	Description	Coverage Code	Form No.	Edition Date
	Medical payments	MEDPM		

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
5,000					

Ref #	Description	Coverage Code	Form No.	Edition Date
	Uninsured motorist combined single limit	UMCSL		

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
1,000,000					

Ref #	Description	Coverage Code	Form No.	Edition Date
	WC & Employer's liability	WCEL		

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date
	Premium discount	PDIS		

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
					-$1,914.00

Ref #	Description	Coverage Code	Form No.	Edition Date
	Expense constant	EXCNT		

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
					$170.00

Ref #	Description	Coverage Code	Form No.	Edition Date
	Experience Mod Factor 1	EXP01		

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
					-$2,501.00

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ CAREFULLY.

GENERAL LIABILITY BROADENING ENDORSEMENT

This endorsement modifies the insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Throughout this endorsement, the words “you” and “your” refer to the Named Insured shown in the Declarations. The word “we,” “us,” and “our” refer to the company providing this insurance.

The following is only a summary of the additional coverages provided by this endorsement and is provided only for your reference and convenience. For the Limits of Insurance and the additional coverages provided by this endorsement, read the provisions on the following pages and the Coverage Form, which this endorsement modifies.

SUBJECTS OF INSURANCE
Broadened Bodily Injury
Broadened Personal and Advertising Injury
Broadened Property Damage
Broadened Fire, Lightning, Explosion, and Sprinkler Leakage - $500,000
Broadened Medical Payments - $10,000
Broadened Supplementary Benefits
a. Bail Bonds - $1,000
b. Expenses Incurred to Assist in Defense - $500 per Day
Broadened Newly Acquired or Formed Organization
Broadened Non-Owned or Chartered Watercraft or Aircraft
Broadened Commercial General Liability Conditions
a. Duties in the Event of Occurrence, Offense, Claim, or Suit
b. Liberalization – Automatic Coverage If We Adopt Broader Coverages
c. Notice to Company
Automatic Coverage for “Special Events”
Automatic Additional Insureds
a. Athletic Activity Participants
b. Contractual Obligations
c. Funding Sources
d. Manager or Lessor of Premises
e. Owner, Manager, Operator, or Lessor of “Special Event” Premises
f. Supervisors or Higher in Rank – Co-Employee Exclusion Removed
g. Limitations
Blanket Waiver of Subrogation
Priority of Application for Multiple Insureds

The coverages listed in this endorsement are provided as extensions or additions to your insurance program.

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A. BROADENED BODILY INJURY

Paragraph **3.** of **Section V – Definitions** is deleted and replaced with the following:

3. "Bodily injury" means physical injury, sickness, or disease sustained by a person, including death resulting from any of these. "Bodily injury" also means mental injury, mental anguish, humiliation, or shock sustained by a person, if directly resulting from physical injury, sickness, or disease sustained by that person.

B. BROADENED PERSONAL AND ADVERTISING INJURY

1. Paragraph **14.** of **Section V – Definitions** is deleted and replaced with the following:

14. "Personal and Advertising Injury" means injury, including consequential "bodily injury" arising out of one or more of the following offenses during the policy period.

a. False arrest, detention, or imprisonment;

b. Malicious prosecution or abuse of process;

c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling, or premises that a person occupies by or on behalf of its owner, landlord, or lessor;

d. Oral, written, televised, videotaped, or electronic publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products, or services;

e. Oral, written, televised, videotaped or electronic publication of material that violates a person's right of privacy; or

f. Misappropriation of advertising ideas or style of doing business; or

g. Infringement of copyright, title, or slogan.

h. Mental injury, mental anguish, humiliation, or shock, if directly resulting from Items **14.a.** through **14.g.** above.

2. Exclusions **2.b.** and **2.c.** under **Coverage B Personal and Advertising Injury Liability** are deleted and replaced with the following:

b. Material Published with Knowledge of Falsity

"Personal and advertising injury" arising out of oral, written, televised, videotaped, or electronic publication of material, if done by or at the direction of the insured with knowledge of its falsity;

c. Material Published Prior to Policy Period

"Personal and advertising injury" arising out of oral, written, televised, videotaped, or electronic publication of material whose first publication took place before the beginning of the policy period;

C. BROADENED PROPERTY DAMAGE

Exclusion **2.a.** under **Coverage A Bodily Injury and Property Damage Liability** is deleted and replaced with the following:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

D. BROADENED FIRE, LIGHTNING, EXPLOSION AND SPRINKLER LEAKAGE

1. Paragraph **6.** under **Section III – Limits Of Insurance** is deleted and replaced with the following:

6. Subject to **5.** above, the Damage to Premises Rented to You Limit is the most we will pay under Coverage A for damages because of "property damage" to:

a. Any one premises while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner; and

b. Personal property of others in your care, custody, or control, while at premises rented to you or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner, arising out of any one fire, lightning, explosion or sprinkler leakage occurrence.

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The Damage to Premises Rented to You Limit is the greater of:

c. $500,000; or

d. The amount shown in the Declarations for Damage to Premises Rented to You Limit.

2. Paragraph **2. Exclusions** of **Coverage A Bodily Injury and Property Damage Liability** is amended as follows:

Paragraphs **c.** through **n.**, do not apply to damage by fire, lightning, explosion, or sprinkler leakage to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **Section III – Limits Of Insurance**.

3. Paragraph **4. Other Insurance** of **Section IV – Commercial General Liability Conditions** is amended as follows:

Paragraph **b. (1) (a) (ii)** is deleted and replaced with the following:

(ii) That is Fire, Lightning, Explosion, or Sprinkler Leakage insurance for premises rented to you or temporarily occupied by you with permission of the owner; or

4. Paragraph **9.a.** under **Section V – Definitions** is deleted and replaced with the following:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion or sprinkler leakage to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

5. This Broadened Coverage is subject to all the terms of **Section III – Limits Of Insurance**.

6. This Broadened Coverage does not apply if Fire Damage Liability of COVERAGE **A** (SECTION I) is excluded either by the Declaration to this Coverage Part or by an endorsement to this Coverage Part.

E. BROADENED MEDICAL PAYMENTS

1. The following provision is added to Paragraph **7.** of **Section III – Limits Of Insurance**:

The Medical Expense Limit shall be the greater of:

a. $10,000; or

b. The amount shown in the Declarations for Medical Expense Limit.

2. This Medical Expense Limit is subject to all the terms of **Section III – Limits Of Insurance**.

3. This above Medical Expense Limit does not apply if **Coverage C Medical Payments** is excluded either by the Declaration to this Coverage Part or by an endorsement to this Coverage Part.

F. BROADENED SUPPLEMENTARY PAYMENTS

Paragraphs **1.b.** and **1.d.** under **Supplementary Payments – Coverages A and B** are deleted and replaced with the following:

b. Up to $1,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit," including actual loss of earnings up to $500 a day because of time off from work.

G. BROADENED NEWLY ACQUIRED OR FORMED ORGANIZATION

Paragraph **3.a** under **Section II – Who Is An Insured** is deleted and replaced by the following:

a. Coverage under this provision is afforded only until the 120th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

H. BROADENED NON-OWNED OR CHARTERED WATERCRAFT OR AIRCRAFT

Exclusion **2.g.** under **Coverage A Bodily Injury and Property Damage Liability** is deleted and replaced by the following:

g. "Bodily injury" or "property damage" arising out of the ownership, maintenance, use, or entrustment to others of any aircraft," auto," or watercraft owned by or operated by, or rented or loaned to, any insured. Use includes operation and "loading or unloading".

This exclusion does not apply to:

(1) A watercraft while ashore on premises you own or rent;

(2) A watercraft you do not own that is:

(a) Less than 51 feet long; and

(b) Not being used to carry persons or property for a charge;

(3) Parking an "auto" on, or on the ways next to premises you own or rent, provided the "auto" is not owned by or rented, or loaned to you or the insured;

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(4) Liability assumed under any "insured contract" for the ownership, maintenance, or use of aircraft, watercraft, or "autos"; or

(5) "Bodily injury" or "property damage" arising out of the operation of any of the equipment listed in Paragraph **f. (2)** or **f. (3)** of **Section V – Definitions**, Paragraph **12**., "Mobile Equipment"; or

(6) An aircraft you do not own that is:

(a) Hired, chartered, or loaned with a crew; and

(b) Not owned in whole or in part by any insured.

(7) This insurance does not apply, under Paragraph **g.(1)** and **g.(2)** above, if the insured has any other insurance for "bodily injury" or "property damage" which would also apply to loss covered under this provision, whether the other insurance is primary, excess, contingent, or on any other basis.

(8) This insurance is excess, under Paragraph **g. (6)** above, over any other insurance, whether the other insurance is primary, excess, contingent or on any other basis.

I. BROADENED COMMERCIAL GENERAL LIABILITY CONDITIONS

1. Paragraph **2. Duties in The Event Of Occurrence, Offense, Claims Or Suit** under **Section IV – Commercial General Liability Conditions** is amended to add the following provision:

e. Your obligation to notify us as soon as practicable of an "occurrence," or offense under Paragraph **2.a.** above, or a claim or "suit" or offense under Paragraphs **2.a., 2.b.,** and **2.c** above, is satisfied if you send us written notice as soon as practicable after any of your "executive officers," directors, partners, insurance managers, or legal representatives becomes aware of, or should have become aware of, such "occurrence," offense, claim or "suit."

2. The following provisions are added to **Section IV – Commercial General Liability Conditions**:

10. Liberalization

If we adopt any revision that would broaden the coverage under this coverage part without additional premium within 30 days prior to or during the policy period, the broadened coverage will immediately apply to this coverage part.

11. Notice To Company

If you report an "occurrence" or offense to your Workers' Compensation insurer which later becomes a claim under this Coverage Part, failure to report such "occurrence" or offense to us at the time of the "occurrence" or offense will not be considered a violation of the **Duties In The Event Of Occurrence, Offense, Claim Or Suit Condition**, if you notify us as soon as practicable when you become aware that the "occurrence" or offense has become a liability claim.

J. AUTOMATIC COVERAGE FOR SPECIAL EVENTS

1. You are automatically covered for all "special events" which you organize, promote, administer, sponsor, or conduct during the term of this policy.

2. Section V – Definitions is amended to add the following paragraph:

23. "Special Event" means any event:

a. The purpose of which is to raise funds for you; or

b. To recognize the accomplishments of your organization, your "employees," or your volunteer workers; or

c. Which you, or an individual or organization with whom you have entered into a contract or agreement, organize, promote, administer, sponsor, or conduct for the purposes described in Paragraphs **a.** or **b.** above; and

d. Which takes place on premises owned by you, or on premises while rented or leased to you or to that organization described in Paragraph **c.** above.

K. AUTOMATIC ADDITIONAL INSURED(S)

The following provisions are added to **Section II – Who Is An Insured**:

4. Automatic Additional Insured(s)

a. Additional Insureds – Athletic Activity Participants

(1) This policy is amended to include as an insured any person(s) [hereinafter called Additional Insured(s)] representing you while participating in amateur athletic activities that you sponsor. However, no such person is an insured for:

(a) "Medical expenses" under **Coverage C Medical Payments**.

(b) "Bodily Injury" to:

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(i) A co-participant, your volunteer worker or your "employee" while participating in amateur athletic activities that you sponsor; or

(ii) You, or any partner or member, (if you are a partnership or joint venture), or any member (if you are a limited liability company); or

(c) "Property damage" to property owned by, occupied or used by, rented to , in the care, custody, or control of, or over which physical control is being exercised for any purpose by:

(i) A co-participant, your volunteer worker, or your "employee"; or

(ii) You, or any partner or member, (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Additional Insured – Contractual Obligations

(1) This policy is amended to include as an insured any person or organization (hereinafter called Additional Insured) that you are required by a written "insured contract"; to include as an insured, subject to all of the following provisions:

(a) Coverage is limited to liability arising out of:

(i) Your ongoing operations performed for such Additional Insured; or

(ii) Such Additional Insured's financial control of you; or

(iii) The maintenance, operation or use by you of equipment leased to you by such Additional Insured; or

(iv) A permit issued to you by a state or political subdivision.

(b) Coverage does not apply to any "occurrence" or offense:

(i) Which took place before the execution of, or subsequent to the completion or expiration of, the written "insured contract"; or

(ii) Which takes place after you cease to be a tenant in that premises.

(c) With respect to architects, engineers, or surveyors, coverage does not apply to "Bodily Injury," "Property Damage," "Personal and Advertising Injury" arising out of the rendering or the failure to render any professional services by or for you including:

(i) The preparing, approving, or failing to approve or prepare maps, drawings, opinions, reports, surveys, change orders, designs or specifications; and

(ii) Supervisory, inspection, or engineering services.

(d) Coverage provided herein shall be considered excess over any other valid and collectible insurance available to the Additional Insured whether that other insurance is primary, excess, contingent, or on any other basis unless a written contractual arrangement specifically requires this insurance to be primary.

(e) In the event that you are engaged in the manufacture or assembly of any goods or products for the benefit or at the direction of another party, pursuant to a contract or agreement with that party, this paragraph **(e).** does not extend coverage to that party as an Additional Insured. Coverage for such a party will be extended only by a specific endorsement issued by us and naming such party.

c. Additional Insured – Funding Sources

(1) This policy is amended to include as an insured any Funding Source (hereinafter called Additional Insured) which requires you in a written contract to name such Additional Insured but only with respect to liability arising out of your premises or "your work" for such Additional Insured, and only to the extent set forth as follows:

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(a) The Limits of Insurance applicable to the Additional Insured are the lesser of those specified in the written contract or agreement or in the Declarations for this policy and subject to all the terms, conditions and exclusions for this policy. The Limits of Insurance applicable to the Additional Insured are inclusive of, and not in addition to, the Limits of Insurance shown in the Declarations.

(b) The coverage provided to the Additional Insured is not greater than that customarily provided by the policy forms specified in and required by the contract.

(c) In no event shall the coverages or Limits of Insurance in this Coverage Form be increased by such contract.

(d) Coverage provided herein shall be considered excess over any other valid and collectible insurance available to the Additional Insured whether that other insurance is primary, excess, contingent, or on any other basis unless a written contractual arrangement specifically requires this insurance to be primary.

d. Additional Insured – Manager or Lessor of Premises

(1) This policy is amended to include as an insured any person or organization (hereinafter called Additional Insured) from whom you lease or rent your premises and which requires you to add such person or organization as an Additional Insured in this policy under:

(a) A written contract; or

(b) An oral agreement or contract where a Certificate of Insurance has been issued showing that person or organization as an Additional Insured;

but only if the written or oral agreement is an "insured contract";

(i) Currently in effect or to become effective during the term of this policy; and

(ii) Executed prior to the "bodily injury," "property damage," or "personal and advertising injury."

(2) With respect to the insurance afforded the Additional Insured identified in Paragraph **d. (1)** immediately above, the following additional provisions apply:

(a) This insurance applies only to liability arising out of the ownership, maintenance, or use of that portion of the premises leased to you;

(b) The Limits of Insurance applicable to the Additional Insured are the lesser of those specified in the written contract or agreement or in the Declarations for this policy and subject to all this policy's terms, conditions, and exclusions. The Limits of Insurance applicable to the Additional Insured are inclusive of, not in addition to, the Limits of Insurance shown in the Declarations.

(c) In no event shall the coverages or Limits of Insurance in this Coverage Part be increased by such contract or agreement.

(d) Coverage provided herein shall be considered excess over any other valid and collectible insurance available to the Additional Insured whether that other insurance is primary, excess, contingent, or on any other basis unless a written contractual arrangement specifically requires this insurance to be primary.

(3) This insurance does not apply to:

(a) Any "occurrence" or offense which takes place after you cease to be a tenant in the premises covered by this endorsement; or

(b) Structural alterations, new construction, or demolition operations performed by or on behalf of the Additional Insured.

e. Additional Insured – Owner, Manager, Operator or Lessor of "Special Events" Premises

(1) This policy is amended to include as an insured any person or organization (hereinafter called Additional Insured) from whom you lease, rent or occupy the premises upon which a "special event" is held, sponsored or conducted by you, or on your behalf, under:

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(a) A written contract; or

(b) An oral agreement or contract where a Certificate of Insurance has been issued showing that person or organization as an Additional Insured; but only if the written or oral agreement is an "insured contract,"

(i) Currently in effect or to become effective during the term of this policy; and

(ii) Executed prior to the "bodily injury," "property damage," or "personal and advertising injury."

(2) With respect to the insurance afforded the Additional Insured identified in Paragraph **e. (1)** of this endorsement, the following additional provisions apply:

(a) This insurance applies only to liability arising out of the use of that portion of the premises while leased or rented to you for the specific "special event";

(b) The Limits of Insurance applicable to the Additional Insured are the lesser of those specified in the contract or agreement pertaining to the use of the premises or in the Declarations for this policy and subject to all of this policy's terms, conditions, and exclusions. The Limits of Insurance applicable to the Additional Insured are inclusive of, not in addition to, the Limits of Insurance shown in the Declarations.

(c) In no event shall the coverage or Limits of Insurance in this Coverage Form be increased by such contract or agreement.

(d) Coverage provided herein shall be considered excess over any other valid and collectible insurance available to the Additional Insured whether that other insurance is primary, excess, contingent, or on any other basis unless a written contractual arrangement specifically requires this insurance to be primary.

(3) This insurance does not apply to:

(a) Any "occurrence" or offense which takes place after you cease to be a tenant, licensee or occupant in the premises covered by this endorsement; or

(b) Any acts or "occurrences" caused by or attributable to the owner, manager, operator, or lessor of the premises upon which the "special event" is held.

f. Additional Insured – Supervisors or Higher in Rank

(1) This policy is amended to include as insured any "employees" (hereinafter called Additional Insured), designated as supervisor or higher in rank, who are authorized by you to exercise direct or indirect supervision and control over "employees" and the manner in which work is performed, but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" designated as supervisor or higher in rank, is an insured for:

(a) "Bodily injury" or "personal and advertising injury":

(i) To you, to your partners or members (if you are a partnership or joint venture), or to your members (if you are a limited liability company);

(ii) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in paragraph **(a)(i)** above; or

(iii) Arising out of his or her providing or failing to provide professional health care services.

(b) "Personal and Advertising Injury":

(i) To a co-"employee" while in the course of his or her employment, or

(ii) To the spouse, child, parent, brother or sister of that co-"employee" as a consequence of Paragraph **(b)(i)** above;

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(iii) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph **(b) (i)** or **(b) (ii)** above.

(c) "Property damage" to property:

(i) Owned, occupied or used by; or

(ii) Rented to, in the care, custody, or control of, or over which physical control is being exercised for any purpose by you, any of your "employees," any partner, or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

g. Additional Insured – LIMITATIONS

(1) The persons, entities, or organizations to which coverage is extended under Paragraphs **a.** (Athletic Activity Participants), **b.** (Contractual Obligations), **c.** (Funding Sources), **d.** (Managers or Lessors of Premises), and **e.** (Owner, Manager, Operator, or Lessor of "Special Events" Premises) are Additional Insureds, but only:

(a) With respect to each Additional Insured's vicarious liability for "actual damages" solely caused by you or by "your work" that is ongoing for such Additional Insured's supervision of "your work"; and

(b) If the Additional Insured did not cause or contribute to the "occurrence" or act resulting in liability.

(2) If an endorsement is attached to this policy and specifically names a person or organization as an Additional Insured, then the coverage extended under this paragraph **4. AUTOMATIC ADDITIONAL INSURED(S)** does not apply to that person, entity, or organization.

(3) The following is added to **Section V – Definitions**:

24. "Actual Damages" is to have its usual and customary legal meaning and excludes without limitation, punitive damages, restitution, penalties, and formula damages added to "actual damages" and any other enhanced damages.

(4) All other terms and conditions of this Coverage Part which are not inconsistent with this Paragraph **h.** apply to coverage extended to the above referenced Additional Insureds REGARDLESS OF WHETHER OR NOT A COPY OF THIS COVERAGE PART AND/OR ITS ENDORSEMENTS ARE DELIVERED TO AN ADDITIONAL INSURED.

L. BLANKET WAIVER OF SUBROGATION

Paragraph **8.** under **Section IV – Commercial General Liability Conditions** is deleted and replaced with the following:

8. Transfer of Rights Of Recovery Against Others To Us And Blanket Waiver Of Subrogation

a. If an insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

b. If required by written "insured contract," we waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract for that person or organization and included in the "products-completed operations hazard."

M. PRIORITY OF APPLICATION FOR MULTIPLE INSUREDS

Section III – Limits Of Insurance is amended to add the following paragraph:

8. In the event a claim or "suit" is brought against more than one insured, due to "bodily injury" or "property damage" from the same "occurrence," or "personal and advertising injury," from the same offense, we will apply the Limits of Insurance in the following order:

a. You;

b. Your "executive officers," directors, "employees," and

c. Any other insureds in any order that we choose.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

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

OWNER:

FULTON COUNTY, GEORGIA

DocuSigned by:
Robert L. Pitts
BA715B1A26544E7...

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST:

DocuSigned by:
Tonya R. Grier
EEC476C4837648D...

Tonya R. Grier
Clerk to the Commission

DocuSigned by:

(Affix County Seal)

CONTRACTOR:

VENDOR NAME **Community Assistance Center**

DocuSigned by: Name of Signatory: Francis K Horton III
Title of Signatory: CEO
D6DAE3770CFA41E...

Authorized Signature

ATTEST:

DocuSigned by: Name of 2nd Signatory: **Janice M Haddock**
Title of 2nd Signatory: **Business Manager**
9C946C5B505F4F8...

Second Authorized Signature

(Affix Corporate Seal, if applicable)

APPROVED AS TO FORM:

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

DocuSign

Certificate Of Completion

Envelope Id: 5BE4F095ED4D418BA8BE4B0E52C25BB9
Status: Completed
Subject: Please DocuSign: 2024 CCSP Contract-Community Assistance Center-BOC Agenda#24-0350
Parcel ID:
Employee Name:
Source Envelope:
Document Pages: 37
Signatures: 6
Certificate Pages: 7
Initials: 0
AutoNav: Enabled
Stamps: 1
EnvelopeId Stamping: Enabled
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Envelope Originator:
Cherie Williams
141 Pryor Street
Purchasing & Contract Compliance, Suite 1168
Atlana, GA 30303
Cherie.Williams@fultoncountyga.gov
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Signer Events	Signature	Timestamp
Francis Horton francis.horton@ourcac.org Security Level: Email, Account Authentication (None)	DocuSigned by: D6DAE3770CFA41E... Signature Adoption: Uploaded Signature Image Using IP Address: 23.31.132.97	Sent: 7/15/2024 1:16:41 PM Viewed: 7/15/2024 1:27:12 PM Signed: 7/15/2024 1:27:39 PM
Electronic Record and Signature Disclosure: Accepted: 11/11/2021 8:16:43 AM ID: 28c66a91-3af2-4839-8062-36ff55cfe0b8		
Janice Haddock admin@ourcac.org Security Level: Email, Account Authentication (None)	DocuSigned by: 9C946C5B505F4F8... Signature Adoption: Pre-selected Style Using IP Address: 23.31.132.97	Sent: 7/15/2024 1:27:42 PM Viewed: 7/15/2024 1:28:38 PM Signed: 7/15/2024 1:32:04 PM
Electronic Record and Signature Disclosure: Accepted: 7/15/2024 1:28:38 PM ID: 83603adf-a816-4d32-a59f-9b17c97f0af1		
Mark Hawks2 mark.hawks@fultoncountyga.gov Chief Assistant Purchasing Agent Purchasing and Contract Complliance Security Level: Email, Account Authentication (None)	**Completed** Using IP Address: 45.20.200.178	Sent: 7/15/2024 1:32:06 PM Resent: 7/17/2024 12:36:25 PM Viewed: 7/17/2024 3:06:13 PM Signed: 7/17/2024 3:07:22 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Stanley Wilson Stanley.Wilson@fultoncountyga.gov Director Stanley Wilson Security Level: Email, Account Authentication (None)	DocuSigned by: 5E4D76DFB4A0450... Signature Adoption: Pre-selected Style Using IP Address: 76.209.103.30	Sent: 7/17/2024 3:07:25 PM Viewed: 7/18/2024 11:03:37 AM Signed: 7/18/2024 11:03:43 AM

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: 24.99.91.51	Sent: 7/18/2024 11:03:46 AM Viewed: 7/19/2024 6:18:27 PM Signed: 7/19/2024 6:22:27 PM
Electronic Record and Signature Disclosure: Accepted: 7/19/2024 6:18:27 PM ID: 7aaa3081-1750-4e68-bcd8-2e79704ab95a		
David Lowman David.Lowman@fultoncountyga.gov Security Level: Email, Account Authentication (None)	DocuSigned by: David Lowman 0EC92EDADEFB4B8... Signature Adoption: Pre-selected Style Using IP Address: 73.43.218.125	Sent: 7/19/2024 6:22:30 PM Viewed: 7/21/2024 4:41:25 PM Signed: 7/21/2024 4:44:20 PM
Electronic Record and Signature Disclosure: Accepted: 7/21/2024 4:41:25 PM ID: 6419a593-4a7f-4de6-b9eb-8a8a2ab46fa8		
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: 7/21/2024 4:44:23 PM Viewed: 7/22/2024 1:34:33 PM Signed: 7/22/2024 1:35:23 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: 7/22/2024 1:35:26 PM Viewed: 7/22/2024 1:35:56 PM Signed: 7/22/2024 1:36:05 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: 74.174.59.10	Sent: 7/22/2024 1:36:07 PM Viewed: 7/22/2024 3:00:21 PM Signed: 7/22/2024 3:00:33 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 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	**Completed** Using IP Address: 45.20.200.178	Sent: 7/22/2024 3:00:37 PM Viewed: 7/24/2024 2:21:09 PM Signed: 7/24/2024 2:21:09 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: 7/15/2024 1:16:39 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: 7/15/2024 1:16:39 PM Resent: 7/24/2024 2:21:18 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: 7/15/2024 1:16:40 PM
Dian DeVaughn dian.devaughn@fultoncountyga.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 7/24/2024 2:21:14 PM Viewed: 7/24/2024 5:29:14 PM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	7/15/2024 1:16:39 PM
Certified Delivered	Security Checked	7/24/2024 2:21:09 PM

Envelope Summary Events	Status	Timestamps
Signing Complete	Security Checked	7/24/2024 2:21:09 PM
Completed	Security Checked	7/24/2024 2:21:14 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

CONSUMER DISCLOSURE

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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.
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FULTON COUNTY

CONTRACT DOCUMENTS

FOR

REQUEST FOR PROPOSAL 24RFP013124C-MH

2024 CONSOLIDATED COMMUNITY SERVICES PROGRAM

FOR

DEPARTMENT OF COMMUNITY DEVELOPMENT

OF

FULTON COUNTY, GEORGIA

Docusign Envelope ID: 22F5D57E-E3D4-445B-99D3-6020F9EEA7FD

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 **Senior Services North Fulton** (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:

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ARTICLE I - PARTIES AND TERM:

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

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

(c) Nothing contained in this Agreement shall be 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: Senior Services

CCSP Funding Priority(ies):

Children and Youth: Not Applicable

Disabilities: Not Applicable

Economic Stability: Not Applicable

Health and Wellness: Not Applicable

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Homelessness: Not Applicable

Senior Services: To improve health outcomes for older adults,To increase access to services that enable older adults to remain in the community and age in place,To provide gap services to older adults that aligns with the Strategic Priorities of Fulton County Government

Veterans Services: Not Applicable

Senior Services North Fulton, Transportation Options Program for Seniors 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
Corporate office for Senior Services North Fulton	11381 Southbridge Pkwy	Alpharetta	GA	30022	1	1,2,3

Approach and Design:

Senior Services North Fulton, Transportation Options Program for Seniors will provide services to **120** clients that reside in Fulton County, with CCSP funding.

Senior Services North Fulton, will provide the following activities and services in Fulton County with CCSP funding:

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Activities and services that will be provided to support three CCSP funding priorities.

Our Transportation Options Program for Seniors (TOPS) is the program for which we are requesting CCSP funding. Our transportation program provides transportation services for older adults to and from their medical appointments and quality-of-life rides. This is a gap service not provided by the Fulton County Department of Senior Services for seniors living in North Fulton County. Our TOPS program is designed solely to serve the elderly. Elderly residents are among the most vulnerable populations in our community.

Our program supports three CCSP priorities, to provide gap services to older adults that aligns with the Strategic Priorities of Fulton County Government, to increase access to services that enable older adults to remain in the community and age-in-place, and to improve health outcomes for older adults.

Providing older adults with transportation services supports the first CCSP funding priority to provide gap services to older adults which aligns with the Strategic Priorities of Fulton County Government. Our TOPS program aligns with the Health and Wellness priority to support the vulnerable residents in our social services.

Our TOPS program picks clients up at their homes and takes them to healthcare and medical appointments or affords them quality-of-life rides. We offer four types of transportation depending on the clients' mobility, health status, or other special needs. These include passenger van transport, wheelchair accessible van transport, our One on One service, and Common Courtesy. Many of our clients cannot get into a van and need our One-on-One service, which uses a passenger car that is easier for them to enter and exit. Our transportation program drivers are trained to handle the frail elderly and can provide transportation to people with wheelchairs and other devices, and those who are blind, have limited eyesight, or have such physical or cognitive impairment that they cannot simply be dropped off at the front of a hospital or medical office complex. These clients need someone to accompany them to their appointments. We offer healthcare and medical transportation without requiring a week or two weeks lead-time, enabling seniors to get to both regularly scheduled and urgent appointments as needed.

Common Courtesy enables us to extend our transportation services using Lyft or Uber depending on our clients' transportation needs. The use of Lyft or Uber drivers reduces our costs while providing our clients safe, affordable, and reliable transportation services.

The Program Manager and Program Assistant explain the program to our clients and schedule all transportation for them with our transportation service providers. They prepare trip authorizations to the subcontract provider, ensure they make confirmation calls the day before the client's scheduled appointment, handle calls from clients and answer their questions regarding the service and eligibility, prepare grant reports, monitor grant fund usage, and conduct client surveys.

In addition to transportation to medical appointments, we also provide seniors with non-medical transportation or quality-of-life rides. This was identified as an unmet need by our clients and one that when fulfilled contributes to their ability to age in place. Quality-of-life rides could be trips to the grocery store, to pick up prescription drugs, to attend social events, or for some other personal need for transportation. Providing access to health care and quality-of-life rides is vital for maintaining optimal health and independent living in the community.

Other services we provide for older adults which are not provided through the Fulton County Department of Senior Services include but are not limited to Client Emergency Assistance, Meals on Wheels for Pets, and Pantry to You. All of

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these services enable older adults to remain in the community and age-in-place which supports the second CCSP funding priority to increase access to services that enable older adults to remain in the community and age-in-place.

Through our Client Emergency Assistance Fund we provide qualifying seniors emergency financial assistance. In 2013, we identified the critical need for client emergency assistance and established our Client Emergency Assistance Fund with an initial grant of $2,000 from Sawnee EMC Foundation. Over the past ten years, we have increased the funding and the number of clients we are able to provide emergency assistance. Providing this service enables older adults in North Fulton the opportunity to remain in the community and age-in-place.

Our Meals on Wheels for Pets program is another gap service we provide older adults in North Fulton County. When we realized some of our clients were being challenged to provide food for their pets and themselves, we created our Meals on Wheels for Pets program. A grant of $2,500 from the Banfield Charitable Trust helped us launch our program in 2013. Our Meals on Wheels for Pets program is an integral part in accomplishing our goal of helping older adults to age in community. Providing seniors with monthly pet food and supplies allows them to continue to benefit both mentally and physically from the companionship of their pets. The costs are more than some of our clients can afford on limited incomes, and many cannot get to the store to purchase food or pet supplies because they no longer drive. Our program helps relieve our clients with some of the financial and logistical burdens of providing for their pet's nutritional and other pet care needs such as litter and special treats.

We have a MOU with North Fulton Community Charities (NFCC) which enables us to refer clients between our organizations who have food insecurity issues. Our Pantry to You program is a wonderful partnership which allows us to further serve the needs of our homebound clients. The goal of the program is to provide essential grocery items to those who are unable to get to the food pantry.

Our TOPS program which provides safe, affordable, and reliable transportation assures that seniors can get to their preventive and required healthcare appointments. This supports the third CCSP funding priority to improve health outcomes for older adults. The main purpose of the program is to ensure that seniors get to their medical appointments so that they receive the health services that promote better health outcomes.

How activities and services will be accomplished?

Transportation Options Program for Seniors

Clients qualify for our Transportation Options Program for Seniors in several ways. First, our Care Managers will identify our in-home clients who could benefit from the program and refers them to our Program Manager or Program Assistant. Our Program Manager or Program Assistant will explain the program to clients and when appropriate they will provide them with an application to complete. We also operate several Senior Centers. Our Center Managers and our Program Manager make center participants aware of the program through presentations, posters on site at the centers and during individual assessments. The community at large will continue to learn about our program by word of mouth, visiting our website, and listening to staff community presentations. Our community partners and collaborating agencies will also refer seniors to us to participate in the program.

Participation in our Transportation Options Program for Seniors requires individuals to complete a client application before services can be offered. Seniors provide their birth date and gross income within predetermined categories. This is a self – reporting application which the senior is required to sign and declare that he/she has responded to all questions truthfully and to the best of his/her knowledge.

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Once a senior is qualified for the program, our Program Manager or Program Assistant will schedule transportation to and from their healthcare or medical appointments or quality-of-life rides. The number of rides each client can receive each month is determined by the availability of funding. We will offer information about the other programs and services we provide as well as the Starline and Aging and Disability Resource Center to help clients connect with needed services.

Meals on Wheels for Pets

We operate Meals on Wheels for Pets alongside our Meals on Wheels program and Senior Center programming. A volunteer coordinates Meals on Wheels for Pets. Other volunteers secure the food and other items, store them, and then distribute them to our client's homes or to seniors coming to one of our senior centers.

Pantry to You

We operate Pantry to You in partnership with North Fulton Community Charities. Twice a month, our volunteers pick up the pantry orders from North Fulton Community Charities food pantry and deliver the food to our clients' homes.

Angels in Autumn

Formerly Angel Tree, we moved this program to September in 2021. Our clients receive many donations and special deliveries over the holidays, so we decided to make this an autumn program to allow seniors to have something to look forward to during the year. This program provides gifts to seniors who otherwise may not receive any. In addition, visits from parents and children help lift clients' spirits. Many of our civic groups are involved with this program, National Charity League, Young Men's Service League, Spiritual Living Center. Most gifts are practical and useful items. Gift cards are also donated by volunteers, giving seniors additional access to much needed supplies and prescriptions.

Home Repair

This program provides minor home repairs and home safety checks for seniors, with a focus on fall prevention and home livability**.**

Client Emergency Assistance

As our Case Managers and Senior Center Managers work with clients, they often become aware of situations where clients need help with basic needs. These include food, prescription drugs, transportation services, assistance with rent, mortgage, or utilities and other emergency or basic needs. Clients who have typically needed emergency assistance are those who are the frailest and living alone. They are among the most at risk older adults we serve. Without the services and programs we provide for these clients, and the emergency assistance when needed, they may not be able to remain independent and live in their homes.

Proposal addresses three Fulton County "Health and Human Services' Key Performance indicators.

Our agency supports vulnerable residents in our social services. Our TOPS clients, as well as all of the clients we serve, are screened or surveyed to ensure that we offer and/or connect them with appropriate home based community services and programs and services which we offer seniors.

We will report the percentage of our clients who report experiencing food insecurity. We will report this performance measure on the final report.

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We will report the number of residents who have access to home based and community based services for seniors and people with disabilities. We will report this performance measure on the final report.

We will report the number of seniors/disabled persons aging/staying in place as a result of home repair for seniors. We will report this performance measure on the final report.

Our proposal addresses three Fulton County "Health and Human Services' Key Performance Indicators. We identify seniors who need food assistance and subsequently provide them access to home delivered meals and food pantry items through our Meals on Wheels Expansion Program and Pantry to You.

In addition, we will provide seniors other community based services such as Meals on Wheels for Pets, Pantry to You, Angels in Autumn, Home Repair and Client Emergency Assistance. Our Angels in Autumn and Client Emergency Assistance programs are not new to our agency. We have been providing them for several years and they have proven to support the health and wellness of our clients and enable them to increase their viability to maintain independence. Additionally, we will continue to identify clients needing increased access to legal and/or kinship services and make appropriate referrals.

And finally, our volunteers have been providing minor home repairs for our clients for years and we have partnered with or made referrals to Habitat for Humanity and other groups to carry out more extensive repair projects.

Provides more than 7 instances of community collaborative relationships to assist organization in addressing the need.

Senior Services North Fulton works in partnership with the Fulton County Department of Senior Services and Atlanta Regional Commission, the Area Agency on Aging, for the 10 county Atlanta Regions. Through these partnerships, we participate in a comprehensive regional service delivery system for older adults and their caregivers. We develop and implement programs and services tailored to meet the needs of seniors living in North Fulton. Our agency also serves as a community focal point and gateway to senior services in our community. The Strategic Plans for both Fulton County and the Atlanta Regional Commission contain transportation services as a key priority.

We provide a broad base of services that span the continuum of care for older adults and their caregivers. One of these services is providing transportation services in addition to transportation to the grocery store and the pharmacy. We are also working hard to end senior hunger in North Fulton. We provide Meals on Wheels and collaborate with the Atlanta Regional Commission and local farmers through the Farmer's Market program, which provides qualifying clients food vouchers for fresh vegetables and fruits during the summer. We make and receive referrals in collaboration with other agencies to address food needs of seniors living in North Fulton. In addition, we educate seniors and their families about community programs and services available to them.

Additional Collaborative Partners:

North Fulton Community Charities (NFCC) is located at 11270 Elkins Road, Roswell, GA. NFCC's mission is to build self-sufficiency and prevent homelessness and hunger in our community by providing emergency assistance and enrichment programs.

Senior Services North Fulton will provide transportation to medical appointments for clients of North Fulton Community Charities. Senior Services will provide program information, including applications and passenger guidelines, to North Fulton Community Charities for distribution to their clients.

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North Fulton Community Charities will refer clients to TOPS. They will distribute program information to eligible clients and assist them in connecting with the TOPS Program Manager. They may assist clients with completing the TOPS application.

We also work with North Fulton Community Health Charities to help increase access to their Food Bank for seniors without transportation.

Attached is a copy of the MOU.

In 2017, we entered into a Memorandum of Understanding with the City of Roswell to help identify potential grant opportunities for our agency. This includes grants for TOPS. The MOU was updated this year.

Attached is a copy of the MOU.

Private funders for our program include, Aegon Transamerica Foundation, Country Club of the South Charity Guild, McMaster Carr-Supply, The Sandy Springs Society, Kimberly-Clark, Roswell Rotary Club, and Roswell Woman's Club. Each entity awards grants to our agency to provide the rides for seniors to their medical appointments or quality-of-life rides.

Our transportation service partners are CaraVita Home Care, Blendistry Transportation, RC's Logistics & Transportation, and Common Courtesy. Each company provides trained staff to transport our clients from their home to their medical appointments and quality-of-life destinations.

We seek other government grants and private funding for our Meals on Wheels Expansion program. Funding partners include Emergency Food and Shelter Program, LM AERO Club, Mary Allen Lindsey Branan Foundation, Frances Wood Wilson Foundation, Alpharetta Rotary and Rotary Club of Roswell.

We work with local churches such as St. Ann's Catholic Church, Christ United Methodist Church, Alpharetta 1st United Methodist Church and North Point Community Church to help provide extra meals on holidays.

Open Hand is the provider that we contract with to provide meals under our agency's own Meals on Wheels program. This relationship helps us to provide seniors that have a physical need for assistance with meal preparation, difficulty getting to the grocery store, or have a financial need or both. Open Hand also provides education to Senior Center and Meals on Wheels recipients.

Designation of CSP Funds:

Based on the awarded amount of **$47,000.00,** 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.).

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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.)	$0.00
Operational	$0.00
Direct Services	$47,000.00
Total	$47,000.00

Explanation of Funding Details:

We will use the Consolidated Community Services Program funds to provide seniors transportation to medical and healthcare appointments and for quality-of-life rides.

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Program Performance Measures:

Senior Services North Fulton agrees to track and report program performance to the Fulton County Department of Community Development.

County Defined Performance Measure(s):

Children and Youth: Not Applicable

Disabilities: Not Applicable

Economic Stability: Not Applicable

Health and Wellness: Not Applicable

Homelessness: Not Applicable

Senior Services: Number of seniors who report an increase in viability to maintain independence,Number of seniors who report increased self-sufficiency resulting from in-home services

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:

Program Performance Measures

A critical service we provide seniors is in collaboration with the Fulton County Department of Senior Services in-home services. Our Care Management staff oversees in-home services such as personal care assistance, light housekeeping (to tackle tasks that can be troublesome for an older adult living alone) and respite care (for family caregivers). Providing in-home services is critical for maintaining independence and self-sufficiency. Our Care Managers assess and approve clients for services. Licensed homecare providers supply the services. Providing in-home services and reporting those with increased self-sufficiency resulting from in-home services we will meet one county defined measurement.

Access to health care is vital for maintaining optimal health and independent living in the community. It supports aging in place and high quality of life for seniors. A review of the data from previous program years demonstrates that 90% our clients reported that using our transportation program resulted in them having missed or canceled fewer appointments and helped them to remain independent and living in their homes. Further review of the same client surveys showed that

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our clients also overwhelmingly reported that using our transportation program resulted in them feeling more confident about managing their health care needs.

Clients are enrolled into our Transportation Options Program for Seniors (TOPS) through an application process before services can be offered. Seniors provide their birth date, gross income within predetermined categories and other statistical data. This is a self – reporting application which the senior is required to sign and declare that he/she has responded to all questions truthfully and to the best of his/her knowledge. Once a client is qualified for the program, our Program Manager or Program Assistant will schedule transportation to their medical appointments or quality-of-life rides.

Clients are referred to our TOPS program in several ways. First, our care managers will identify our in-home clients who could benefit from the program and refer them to our Program Manager. We also operate Senior Centers. Our Center Managers and our Program Manager make center participants aware of the program through presentations, posters on site at the centers and during individual assessments. The community at large will continue to learn about our program by word of mouth, visiting our website, and listening to staff community presentations. Our community partners and collaborating agencies will also refer seniors to us to participate in the program. By providing clients our transportation services and reporting those who report an increase in viability to maintain independence we will meet a second county defined performance measure.

We will report the number of seniors who report increased self-sufficiency resulting from in-home services from 01/01/2024 – 12/31/2024. We will report this performance measure on the final report.

We will report the number of seniors who report an increase in viability to maintain independence resulting from using TOPS from 01/01/2024 - 12/31/2024. We will report this performance measure on the final report.

Major milestones to be achieved and a schedule.

We will provide in-homes services for older adults and report the number of seniors who report increased self-sufficiency resulting from in-home services from 01/01/2024 – 12/31/2024. We will report this performance measure on the final report.

We will enroll and begin tracking for up to 120 clients in our Transportation Options Program for Seniors program on 01/01/2024.

We will report client survey results by 01/10/2025 or with the final report.

We will report program progress through the Fulton County WebGrants as required and to other funders as requested.

Specific data collection tool(s) source(s) used to report progress on performance measures.

We will use the Transportation Options Program for Seniors (TOPS) Client Application, and the Client Survey for the TOPS to collect data and report progress on performance measures. The client application asks questions about missed, canceled, or delayed medical appointments, food insecurity and kinship care issues. The client survey includes a question about maintaining independence. We will also gather and report data from other client surveys and internal reports.

Attached are copies of the Transportation Options Program for Seniors Client Application and Client Survey.

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Two County defined performance measures to report on during the contract period.

Senior Services - Number of seniors who report increased self-sufficiency resulting from in-home services. We will report this performance measure on the final report.

Senior Services - Number of seniors who report an increase in viability to maintain independence. We will report this performance measure on the final report.

We will track and report the number of older adults who report increased self-sufficiency resulting from in-homes services January 2024 - December 2024.

We will track and report the number of seniors who report an increase in viability to maintain independence January 2024 - December 2024.

Agency Defined Performance Measure(s):

Agency Defined Performance Measures

Three agency defined performance measures to report on during the contract period.

Fulton County Government Health and Wellness priority- To support the vulnerable residents in our social services. We will report this performance measure on the final report.

We will track and report the number of vulnerable seniors we serve January 2024 - December 2024. We will report this performance measure on the final report.

Senior Services – Number of seniors who report they are better able to get to their medical appointments. We will report this performance measure on the final report.

We will track and report the number of seniors who report they are better able to get to their medical appointments because of using our TOPS program January 2024 - December 2024. We will report this performance measure on the final report.

Senior Services - Number of seniors who report difficulty affording, shopping or cooking meals.

We will track and report the number of seniors who report difficulty affording, shopping or cooking meals January 2024 - December 2024. We will report this performance measure on the final report.

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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

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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.

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ARTICLE III - COMPENSATION FOR SERVICES

(a) Fulton County agrees to pay Contractor a maximum sum of **$47,000.00.**

(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

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(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:

Senior Services North Fulton
11381 Southbridge Parkway
Alpharetta, Georgia 30022

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.

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(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

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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

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(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 **Senior Services North Fulton**, 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,

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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.

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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.

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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.

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STATE OF GEORGIA

COUNTY OF FULTON

FORM F: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services[1] under a contract with **[insert name of prime contractor (Agency)]** Senior Services North Fulton 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.

189872
EEV/Basic Pilot Program* User Identification Number

Senior Services North Fulton
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

Ron Harlow
Printed Name of Authorized Officer or Agent of Contractor

Sworn to and subscribed before me this 14th day of February, 2024.

Notary Public: Jill Baker

County: Cherokee

Commission Expires: 6/12/27

JILL BAKER NOTARY PUBLIC CHEROKEE COUNTY, GEORGIA MY COMMISSION EXPIRES JUNE 12, 2027

[1]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.

[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].

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STATE OF GEORGIA

COUNTY OF FULTON

FORM G: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT

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

1840101
EEV/Basic Pilot Program* User Identification Number of Subcontractor

Blendistry Incorporated Transportation Services
Name of Subcontractor (Individual/Agency)

E Byrd
BY: Authorized Signature Officer or Agent of Subcontractor

Operations Manager
Title of Authorized Officer or Agent of Subcontractor

Essence Byrd
Printed Name of Authorized Officer or Agent of Subcontractor

Sworn to and subscribed before me this 20th day of Feb, 2024.

Notary Public: Baumit Tailor

County: Gwinnett

Commission Expires: 08/17/2024

BAUMIT TAILOR NOTARY PUBLIC GWINNETT COUNTY, GEORGIA MY COMMISSION EXPIRES 08/17/2024

[3]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.

[4]*[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].

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STATE OF GEORGIA

COUNTY OF FULTON

FORM G: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT

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

1154182
EEV/Basic Pilot Program* User Identification Number of Subcontractor

Caravita Home Care
Name of Subcontractor (Individual/Agency)

BY: Authorized Signature Officer or Agent of Subcontractor

Director of Billing & Payments
Title of Authorized Officer or Agent of Subcontractor

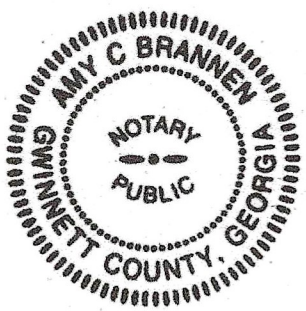
Lisa Reeder
Printed Name of Authorized Officer or Agent of Subcontractor

Sworn to and subscribed before me this 22 day of February, 2024.

Notary Public: Amy C Brannen

County: Gwinnett

Commission Expires: October 18, 2024



[3]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.

[4]*[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].

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STATE OF GEORGIA

COUNTY OF FULTON

FORM G: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT

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

1350702
EEV/Basic Pilot Program* User Identification Number of Subcontractor

Common Courtesy Inc
Name of Subcontractor (Individual/Agency)

Robert E. Carr Robert E. Carr
BY: Authorized Signature Officer or Agent of Subcontractor

Founder - CEO
Title of Authorized Officer or Agent of Subcontractor

Robert E. Carr
Printed Name of Authorized Officer or Agent of Subcontractor

D STONE NOTARY EXPIRES GEORGIA 01/05/2028 PUBLIC COBB COUNTY

Sworn to and subscribed before me this 13th day of February, 2024.

Notary Public:

County: Fulton

Commission Expires: Jan 5th 2028

[3]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.

[4]*[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].

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STATE OF GEORGIA

COUNTY OF FULTON

FORM G: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT

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

16855521
EEV/Basic Pilot Program* User Identification Number of Subcontractor

RC's Logistics And Transportation
Name of Subcontractor (Individual/Agency)

Shawnt Mays
BY: Authorized Signature Officer or Agent of Subcontractor

Owner
Title of Authorized Officer or Agent of Subcontractor

Shawnt'é Mays.
Printed Name of Authorized Officer or Agent of Subcontractor

Sworn to and subscribed before me this 13th day of February, 2024.

Notary Public: Vivian Alfred Okoro.

County: Fulton

Commission Expires: Dec. 10, 2024.

VIVIAN ALFRED OKORO
NOTARY PUBLIC
Fulton County
State of Georgia
My Comm. Expires Dec. 10, 2024

[3] 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.

[4] *[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].

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/10/2024

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	CONTACT NAME: Eric Whitt	
Hilb Group Operating Company	PHONE (A/C, No, Ext): (678) 297-7977	FAX (A/C, No): (678) 297-9575
11175 Cicero Drive	E-MAIL ADDRESS: ewhitt@hilbgroup.com	
Suite 575		
Alpharetta GA 30022		

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Senior Services North Fulton, Inc.	INSURER A : Alliance of Nonprofits for Insurance, Risk Retention	10023
11381 Southbridge Pkwy.	INSURER B : National Liab & Fire Insurance Co	20052
	INSURER C : United States Liability Insurance Co	25895
Alpharetta GA 30022	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 1/1/24-25 Master **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	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y		2024-21461	01/01/2024	01/01/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Liquor Liability	$ 1,000,000 $ 500,000 $ 20,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1,000,000
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y		2024-21461	01/01/2024	01/01/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ $ $ $
A	[X] UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 0	Y		2024-21461-UMB	01/01/2024	01/01/2025	EACH OCCURRENCE AGGREGATE 	$ 3,000,000 $ 3,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC-2024-81534-00	01/01/2024	01/01/2025	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
C	Social Service Professional including Abuse and Molestation			NDO1065476P	01/01/2024	01/01/2025	Each Occur Aggregate	1,000,000 2,000,000

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

ADDITIONAL INSURED ENTITIES: Fulton County Government, its Agents Directors and Officers

CERTIFICATE HOLDER

Fulton County Government, its Agents Directors and Officers
141 Pryor Street, SW
Atlanta GA 30303

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: 01507876

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY Hilb Group Operating Company	**NAMED INSURED** Senior Services North Fulton, Inc.
POLICY NUMBER	
CARRIER / **NAIC CODE**	**EFFECTIVE DATE:**

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance: Notes

The aforementioned entities are included as additional insureds for GENERAL LIABILITY AND AUTO LIABILITY when required in a written contract or agreement per CG 20 10 07 04 and CG 20 10 07 98

Coverage is provided on a primary, non-contributory basis per form and includes products, completed operations per form ANI-RRG-E61 02 13.

Umbrella is following form.

**INFORMATION PROVIDED ON A CERTIFICATE OF INSURANCE IS REGULATED BY THE GEORGIA DEPARTMENT OF INSURANCE. FOR INFORMATION REGARDING FURTHER REQUESTS FOR CHANGES TO THIS CERTIFICATE OF INSURANCE, PLEASE REFER TO THE FOLLOWING GEORGIA DEPARTMENT OF INSURANCE WEBSITE FOR GOVERNING RULES:

https://www.oci.ga.gov/agents/certificatesofinsurance.aspx

FAILURE TO COMPLY WITH REGULATIONS COULD RESULT IN FINES UP TO $5,000 PER VIOLATION.

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POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 26 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

A. In the performance of your ongoing operations; or

B. In connection with your premises owned by or rented to you.

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POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 11 01 96

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – MANAGERS OR LESSORS OF PREMISES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

1. Designation of Premises (Part Leased to You):
2. Name of Person or Organization (Additional Insured):

   Any person or organization acting as a manager or lessor of a covered premises that you are required to name as an additional insured on this policy, under a written contract, lease or agreement currently in effect, or becoming effective during the term of this policy.
3. Additional Premium: **Included**

(If no entry appears above, the information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
2. Structural alterations, new construction or demolition operations performed by or on behalf of the person or organization shown in the Schedule.

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POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 10 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.	**All insured premises and operations**
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 12 07 98

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – STATE OR POLITICAL SUBDIVISIONS – PERMITS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

State Or Political Subdivision:
Any State or Political Subdivision that issues a permit to the named insured.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

Section II – Who Is An Insured is amended to include as an insured any state or political subdivision shown in the Schedule, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.
2. This insurance does not apply to:
   a. "Bodily injury," "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
   b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

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

OWNER:

FULTON COUNTY, GEORGIA

DocuSigned by:
Robert L. Pitts
BA715B1A26544E7...

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST:

DocuSigned by:
Tonya R. Grier
EEC476C4837648D...

Tonya R. Grier
Clerk to the Commission

DocuSigned by:

(Affix County Seal)

CONTRACTOR:

VENDOR NAME **Senior Services North Fulton**

DocuSigned by: Name of Signatory: Ron Harlow
Ron Harlow Title of Signatory: Executive Director
8AF54A6EBD89461...

Authorized Signature

ATTEST:

DocuSigned by: Name of 2nd Signatory: **Jill Baker**
Jill Baker Title of 2nd Signatory: **Finance Manager**
F515994BD7F046B...

Second Authorized Signature

(Affix Corporate Seal, if applicable)

APPROVED AS TO FORM:

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

DocuSign

Certificate Of Completion

Envelope Id: 22F5D57EE3D4445B99D36020F9EEA7FD
Status: Completed
Subject: Please DocuSign: 2024 CCSP Contract-Senior Services North Fulton-BOC Agenda#24-0350
Parcel ID:
Employee Name:
Source Envelope:
Document Pages: 36
Signatures: 6
Certificate Pages: 7
Initials: 0
AutoNav: Enabled
Stamps: 1
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Envelope Originator:
Cherie Williams
141 Pryor Street
Purchasing & Contract Compliance, Suite 1168
Atlana, GA 30303
Cherie.Williams@fultoncountyga.gov
IP Address: 71.120.26.222

Record Tracking

Status: Original
7/10/2024 6:12:21 PM
Holder: Cherie Williams
Cherie.Williams@fultoncountyga.gov
Location: DocuSign
Security Appliance Status: Connected
Pool: StateLocal
Storage Appliance Status: Connected
Pool: Fulton County Government
Location: DocuSign

Signer Events	Signature	Timestamp
Ron Harlow rharlow@ssnorthfulton.org Executive Director Senior Services North Fulton Security Level: Email, Account Authentication (None)	DocuSigned by: Ron Harlow 8AF54A6EBD89461... Signature Adoption: Pre-selected Style Using IP Address: 71.25.173.81	Sent: 7/10/2024 6:19:14 PM Viewed: 7/11/2024 8:50:02 AM Signed: 7/11/2024 8:52:30 AM
Electronic Record and Signature Disclosure: Accepted: 7/11/2024 8:50:02 AM ID: 4096be18-9f9d-47b7-b3f6-4c54d3419b1c		
Jill Baker jbaker@ssnorthfulton.org Security Level: Email, Account Authentication (None)	DocuSigned by: Jill Baker F515994BD7F046B... Signature Adoption: Pre-selected Style Using IP Address: 71.25.173.81	Sent: 7/11/2024 8:52:33 AM Viewed: 7/11/2024 11:11:17 AM Signed: 7/11/2024 11:36:59 AM
Electronic Record and Signature Disclosure: Accepted: 7/11/2024 11:11:17 AM ID: 09059a9c-ee85-4a52-b839-6f2db7b7bf71		
Mark Hawks2 mark.hawks@fultoncountyga.gov Chief Assistant Purchasing Agent Purchasing and Contract Complliance Security Level: Email, Account Authentication (None)	**Completed** Using IP Address: 45.20.200.178	Sent: 7/11/2024 11:37:03 AM Resent: 7/17/2024 12:35:23 PM Viewed: 7/17/2024 3:09:15 PM Signed: 7/17/2024 3:09:48 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Stanley Wilson Stanley.Wilson@fultoncountyga.gov Director Stanley Wilson Security Level: Email, Account Authentication (None)	DocuSigned by: Stanley Wilson 5E4D76DFB4A0450... Signature Adoption: Pre-selected Style Using IP Address: 76.209.103.30	Sent: 7/17/2024 3:09:51 PM Viewed: 7/18/2024 11:01:43 AM Signed: 7/18/2024 11:01:49 AM

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: 24.99.91.51	Sent: 7/18/2024 11:01:52 AM Viewed: 7/20/2024 11:42:43 AM Signed: 7/20/2024 11:44:51 AM
Electronic Record and Signature Disclosure: Accepted: 7/20/2024 11:42:43 AM ID: 7825cf64-d769-482f-88d8-4854eb85471a		
David Lowman David.Lowman@fultoncountyga.gov Security Level: Email, Account Authentication (None)	DocuSigned by: David Lowman 0EC92EDADEFB4B8... Signature Adoption: Pre-selected Style Using IP Address: 73.43.218.125	Sent: 7/20/2024 11:44:54 AM Viewed: 7/21/2024 4:47:22 PM Signed: 7/21/2024 4:57:32 PM
Electronic Record and Signature Disclosure: Accepted: 7/21/2024 4:47:22 PM ID: 41db5e2a-790d-42e7-993b-7ca49185701e		
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: 7/21/2024 4:57:35 PM Viewed: 7/22/2024 1:30:45 PM Signed: 7/22/2024 1:32:38 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: 7/22/2024 1:32:42 PM Viewed: 7/22/2024 1:33:32 PM Signed: 7/22/2024 1:33:41 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: 74.174.59.10	Sent: 7/22/2024 1:33:44 PM Viewed: 7/22/2024 2:58:59 PM Signed: 7/22/2024 2:59:10 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 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	**Completed** Using IP Address: 45.20.200.178	Sent: 7/22/2024 2:59:14 PM Viewed: 7/24/2024 3:14:12 PM Signed: 7/24/2024 3:14:18 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: 7/10/2024 6:19:13 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: 7/10/2024 6:19:13 PM Resent: 7/24/2024 3:14:27 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: 7/10/2024 6:19:14 PM
Dian DeVaughn dian.devaughn@fultoncountyga.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 7/24/2024 3:14:23 PM Viewed: 7/24/2024 5:41:34 PM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	7/10/2024 6:19:13 PM
Certified Delivered	Security Checked	7/24/2024 3:14:12 PM

Envelope Summary Events	Status	Timestamps
Signing Complete	Security Checked	7/24/2024 3:14:18 PM
Completed	Security Checked	7/24/2024 3:14:23 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.

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FULTON COUNTY

CONTRACT DOCUMENTS

FOR

REQUEST FOR PROPOSAL 24RFP013124C-MH

2024 CONSOLIDATED COMMUNITY SERVICES PROGRAM

FOR

DEPARTMENT OF COMMUNITY DEVELOPMENT

OF

FULTON COUNTY, GEORGIA

Docusign Envelope ID: 30F1016A-9FA8-4EE9-8CE9-D787EE386915

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 **Atlanta Urban Squash, 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:

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ARTICLE I - PARTIES AND TERM:

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

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

(c) Nothing contained in this Agreement shall be 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...,In school Afterschool Out of School Programs to help bring up academic...,Programs addressing mental health depression stress trauma and anxiety among youth and teens

Disabilities: Not Applicable

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Economic Stability: Not Applicable

Health and Wellness: Not Applicable

Homelessness: Not Applicable

Senior Services: Not Applicable

Veterans Services: Not Applicable

Atlanta Urban Squash, Inc, A+ Youth Development Program: Academics + Fitness + Citizenship 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
Atlanta Community Squash	1019 Collier Rd. NW, Suite A	Atlanta	GA	30318	3	3,4,5,6

Approach and Design:

Atlanta Urban Squash, Inc, A+ Youth Development Program: Academics + Fitness + Citizenship will provide services to **25** clients that reside in Fulton County, with CCSP funding.

Atlanta Urban Squash, Inc, will provide the following activities and services in Fulton County with CCSP funding:

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A+ Squash will provide year-round, long-term, out-of-school youth development programming for Fulton County children and youth starting as early as 4th grade and lasting through high school graduation and pursuit of college and career goals. A+ students come from some of Atlanta's lowest-income communities and are enrolled based on need and commitment, not academic or athletic talent. A+ takes a holistic approach to youth development, drawing from evidence-based best practices for out-of-school programs to provide students with quality programming across three interrelated components:

1. **Academics**: A+ offers a safe place to study, one-on-one tutoring, individualized education plans, test preparation, discussion, debate, and critical thinking activities. Programming reinforces school-day learning, works on gaps, and establishes positive organizational and study skills.
2. **Fitness**: Squash is at the core of fitness programming, but A+ is much more. Activities on the court advance students' squash abilities while fostering self-confidence, determination, persistence, discipline, hard work, healthy communication, and a positive attitude. A+ coaches all students in general health, nutrition, and well-being to establish positive habits. Students have access to nutritious food each program day.
3. **Citizenship**: A+ holds regular team meetings to promote peer support and accountability. Regular service opportunities enable students to practice communication skills and empathy while seeing how they can positively impact their community.

A+ creates a support network for each student by working and communicating closely with teachers, administrators, and guardians. All team members foster positive, trusting relationships with and among the students and their families. Core programming takes place each weekday after school and through three weeks of camp. A+ provides daily transportation from school to the squash facility and return transportation in the evenings. All equipment and supplies are provided, and all programming is offered free of charge to the low-income families served.

A+ collaborates with area schools and community partners to maximize impact for Fulton County children and youth:

- Partner Schools: A+ Squash works with leadership and teachers at Atlanta Classical Academy, Centennial Academy, Midtown HS, North Atlanta HS, and Westside Atlanta Charter School to best support the unique needs of each enrolled student.
- Atlanta Community Squash (ACS), a separate LLC with Atlanta Urban Squash as its sole member, provides facilities to A+ free of charge. In addition, ACS provides free memberships to all program families and contributes all its profits to support A+.
- Yoga Kinship delivers regular yoga sessions and weekly SEL workshops for A+ students. She also leads mindful movement and self-care workshops for A+ families.
- Students from area colleges, such as Georgia State, Kennesaw State University, Morehouse College, and Spelman College, help motivate students of all ages and prove particularly impactful in helping high school students as they consider college and career next steps.
- A+ coordinates closely with the Squash and Education Alliance to improve urban squash programming by following all industry best practices.

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- A+ and AUS work with the Southeastern Squash Racquets Association, a district association of US Squash, to grow and diversify the game of squash while uniting all of squash's constituencies in the Atlanta region.

These activities will keep underprivileged youth in Fulton County safe, healthy, and on track in school to advance Fulton County Health and Human Services KPIs while directly addressing Fulton County CCSP funding priorities in the Children & Youth Services primary service category as follows:

1. Afterschool/ Out of School Programs to help bring up academic and social/behavioral levels of school-aged youth. A+ academic, fitness, and citizenship programming offered each day after school and for at least 3 weeks in the summer has a demonstrated positive impact on academic performance and social/emotional behaviors.
2. Programs addressing mental health, depression, stress, trauma and anxiety among youth and teens. Strong mentorship, physical activity, and nutrition are all proven protective factors in maintaining youth mental health. A+ provides a safe space for each student, with squash and trauma-informed yoga helping reduce stress and increase well-being. Having academic support to succeed in school also reduces anxiety.
3. Ensure Safety and Justice by providing alternatives to activities and contributing factors that lead to unhealthy behaviors in children and youth. A+ maintains access to schools' Infinite Campus system to monitor attendance not only at the program but also in school. Having a safe space with trusted team members and mentors, along with a focus on performing well in squash, also motivates A+ students to abstain from unwanted behaviors such as sexual activity and substance abuse. A+ students do not use phones during program hours and only use computers for educational purposes, thus reducing the likelihood of social media issues, bullying, and addiction.

A+ youth development programming will help Fulton County youth improve academic motivation and interest as they develop the skills and knowledge needed to graduate high school with the tools to overcome historical inequities and become citizens prepared to lead confidently in our community.

Designation of CSP Funds:

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

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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.)	$0.00
Operational	$0.00
Direct Services	$25,000.00
Total	$25,000.00

Explanation of Funding Details:

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Direct Services funding will pay for a portion of the salary and benefits of program staff to conduct the afterschool and summer programming for Fulton County youth. A+ does not plan to bill under the Administrative or Operational cost categories.

Program Performance Measures:

Atlanta Urban Squash, 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 Elementary and middle schools' students meeting target reading level,Number of school-aged youth engaged in/benefiting from In school/ Afterschool/ Out of School Programs...,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:

The A+ Squash program goal is for every participant to graduate high school prepared to be a successful adult. A+ programming is designed for students to improve work habits, increase well-being, and build healthy relationships and confidence. A+ collects student demographic information, including age, race/ethnicity, and gender, through application forms for all participants. This information is compiled into a spreadsheet to track

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overall numbers served and to monitor attendance. A+ then uses an Individual Advancement Plan (IAP) multilevel reward system to encourage and track steps that promote student success. Academically, A+ uses the IXL learning platform to reinforce school-day learning and promote learning acceleration. Program staff also accesses the Atlanta Public Schools Infinite Campus system to track student grades, assignments, attendance, and school behavior. Students set individual squash and fitness goals as part of their reflection process and work with the Academic and Fitness Director to review progress, celebrate achievements, and address areas needing extra care. The IAP also incorporates milestones to encourage behaviors proven to help students succeed in school and life such as punctuality, respect, effective communication, and time management skills.

For the Fulton County CCSP program, A+ will track the following County KPIs:

County Defined Key Performance Measure: Number of Elementary and middle school students meeting target reading level. From January 1 to December 31, 2024, it is expected that at least 15 elementary and middle school students in Fulton County will receive the support needed to remain on grade level in ELA.

County Defined Key Performance Measure: Number of school-aged youth benefitting from afterschool/out of school programs to help bring up academic and social/behavioral levels. From January 1 to December 31, 2024, it is expected that at least 25 school-aged youth in Fulton County will benefit from out-of-school programming focused on academics, fitness, and citizenship.

County Defined Key Performance Measure: Number of youth involved with or at-risk of involvement with the Juvenile Justice System who demonstrate decreased or no delinquent behaviors (i.e. truancy, in school suspension, out of school suspension, etc.) From January 1 to December 31, 2024, it is expected that at least 20 youth in Fulton County who are at risk for involvement with the Juvenile Justice System will remain in school with no disciplinary action.

Agency Defined Performance Measure(s):

In addition to the selected Fulton County KPIs, A+ will track the following agency measures:

Agency Key Performance Measure: Number of youth receiving nutritious food regularly to reduce food insecurity. From January 1 to December 31, 2024, it is expected that at least 25 Fulton County youth will have access to a nutritious meal each program day.

Agency Key Performance Measure: Percentage of students meeting recommended daily activity levels to promote health and wellness. From January 1 to December 31, 2024, it is expected that at least 80% of students enrolled in A+ programming will meet recommended fitness levels.

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Agency Key Performance Measure: Percentage of students who graduate high school on time. It is expected that 100% of A+ Squash seniors will graduate high school on time in May 2024.

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."**

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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).

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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 **$25,000.00.**

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

(c) If through any cause, Contractor shall fail to fulfill its obligation under this Agreement in a timely and proper fashion or in the event that any of the provision or stipulations of this Agreement are violated by Contractor, Fulton County shall thereupon have the right to immediately suspend or terminate this Agreement by serving written notice as defined herein upon Contractor of Fulton County's intent to suspend or terminate this Agreement. If the Agreement is terminated pursuant to this paragraph, Contractor shall be exclusively limited to receiving only the compensation for work performed in a manner satisfactory to Fulton County up to and including the date of the written termination notice.

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

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(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

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To Contractor:

Atlanta Urban Squash, Inc
1019 Collier Road NW Suite A
Atlanta, Georgia 30318

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

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

ARTICLE V - INDEMNIFICATION

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

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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.

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(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 **Atlanta Urban Squash, 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

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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.

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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

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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.

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STATE OF GEORGIA

COUNTY OF FULTON

FORM F: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services[1] under a contract with **[insert name of prime contractor (Agency)]** Atlanta Urban Squash 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.

1755906

EEV/Basic Pilot Program* User Identification Number

Atlanta Urban Squash Inc

Name of Contractor (Agency)

BY: Authorized Signature of Officer or Agent of Contractor

Board Chair

Title of Authorized Officer or Agent of Contractor of Contractor

Sadie Talmadge

Printed Name of Authorized Officer or Agent of Contractor

Sworn to and subscribed before me this 13 day of February, 2024.

Notary Public: Wendy Guzman

County: Cobb

Commission Expires: 03-08-2025

WENDY GUZMAN NOTARY PUBLIC COBB COUNTY GEORGIA EXPIRES March 8, 2025

[1]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.

[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].

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NOT APPLICABLE

STATE OF GEORGIA

COUNTY OF FULTON

FORM G: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT

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

NOT APPLICABLE
_____
EEV/Basic Pilot Program* User Identification Number of Subcontractor

Atlanta Urban Squash does not plan to use subcontractors under this project
_____
Name of Subcontractor (Individual/Agency)

_____
BY: Authorized Signature Officer or Agent of Subcontractor

_____
Title of Authorized Officer or Agent of Subcontractor

_____
Printed Name of Authorized Officer or Agent of Subcontractor

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

Notary Public: _____

County: _____

Commission Expires: _____

[3]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.

[4]*[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].

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ATLAURB-01 VAUGHNP

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/17/2024

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	CONTACT NAME: Pamela Vaughn
Insurance Office of America 100 Galleria Parkway Suite 600 Atlanta, GA 30339	PHONE (A/C, No, Ext): (770) 250-5363 FAX (A/C, No): (770) 308-2434 E-MAIL ADDRESS: Pamela.Vaughn@ioausa.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : The Cincinnati Insurance Company	10677
INSURER B : Technology Insurance Company, Inc.	42376
INSURER C : Philadelphia Indemnity Insurance Company	18058
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Atlanta Urban Squash Inc DBA: A Plus Squash
ATLANTA COMMUNITY SQUASH LLC
1019 Collier Road NW
Suite A
Atlanta, GA 30318

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			ETD0553762	10/1/2023	10/1/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG SEXUAL MISCONDU	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 3,000,000 $ 3,000,000 $ 1,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY			EBA0553762	10/1/2023	10/1/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			ETD0553762	10/1/2023	10/1/2024	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		TES4402014	4/16/2024	4/16/2025	PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 500,000 $ 500,000 $ 500,000
A	Professional Liabili			ETD0553762	10/1/2023	10/1/2024	Per Claim	1,000,000
C	Directors & Officers			PHSD1820582	10/1/2023	10/1/2024	Workplace Violence	100,000

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

Professional Liability coverage includes Sexual Abuse with a limit of $1,000,000 limit/$3,000,000 aggregrate. Umbrella Liability is excess of primary limits of the sexual abuse.

General Liability Extended Endorsement form # GA227 09 20.

Umbrella follows form

SEE ATTACHED ACORD 101

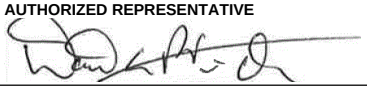
CERTIFICATE HOLDER

Fulton County Government
141 Pryor St NW
Atlanta, GA 30303-3408

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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AGENCY CUSTOMER ID: ATLAURB-01 VAUGHNP

LOC #: 1

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Insurance Office of America	Atlanta Urban Squash Inc DBA: A Plus Squash ATLANTA COMMUNITY SQUASH LLC 1019 Collier Road NW Suite A Atlanta, GA 30318
POLICY NUMBER SEE PAGE 1	
CARRIER: SEE PAGE 1 / NAIC CODE: SEE P 1	EFFECTIVE DATE: SEE PAGE 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
Sexual Misconduct Sexual Molestation Liability Coverage:
Form GA 214 08 02
The Cincinnati Insurance Company
Effective 10/01/2022 - 2023
POLICY NUMBER: ETD0553762

Crime Coverage:
Form GA 214 08 02
The Cincinnati Insurance Company
Effective 10/01/2022 - 2023
POLICY NUMBER: ETD0553762

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

OWNER:

FULTON COUNTY, GEORGIA

DocuSigned by:
Robert L. Pitts
BA715B1A26544E7...

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST:

DocuSigned by:
Tonya R. Grier
EEC476C4837648D...

Tonya R. Grier
Clerk to the Commission

DocuSigned by:

(Affix County Seal)

CONTRACTOR:

VENDOR NAME **Atlanta Urban Squash, Inc.**

DocuSigned by: Name of Signatory: Alec Khan
Alec Khan Title of Signatory: Director
0142EB37E4B84E3...

Authorized Signature

ATTEST:

DocuSigned by: Name of 2nd Signatory: **Sadie Talmadge**
Title of 2nd Signatory: **President, Board of Directors**
4D9389D9EDB6495...

Second Authorized Signature

(Affix Corporate Seal, if applicable)

APPROVED AS TO FORM:

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

DocuSign

Certificate Of Completion

Envelope Id: 30F1016A9FA84EE98CE9D787EE386915
Status: Completed
Subject: Please DocuSign: 2024 CCSP Contract-Atlanta Urban Squash, Inc. -BOC Agenda#24-0350
Parcel ID:
Employee Name:
Source Envelope:
Document Pages: 25
Signatures: 6
Certificate Pages: 7
Initials: 0
AutoNav: Enabled
Stamps: 1
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Envelope Originator:
Cherie Williams
141 Pryor Street
Purchasing & Contract Compliance, Suite 1168
Atlana, GA 30303
Cherie.Williams@fultoncountyga.gov
IP Address: 136.55.230.223

Record Tracking

Status: Original
7/5/2024 11:11:57 PM
Holder: Cherie Williams
Cherie.Williams@fultoncountyga.gov
Location: DocuSign
Security Appliance Status: Connected
Pool: StateLocal
Storage Appliance Status: Connected
Pool: Fulton County Government
Location: DocuSign

Signer Events	Signature	Timestamp
Alec Kahn development@aplussquash.org President Security Level: Email, Account Authentication (None)	DocuSigned by: Alec Kahn 0142EB37E4B84E3... Signature Adoption: Pre-selected Style Using IP Address: 73.184.161.31	Sent: 7/5/2024 11:20:12 PM Viewed: 7/7/2024 7:43:28 PM Signed: 7/7/2024 7:50:36 PM
Electronic Record and Signature Disclosure: Accepted: 7/7/2024 7:43:28 PM ID: a72685f6-eccb-4836-b3cf-c68cd82ccf22		
Sadie Talmadge talmadges@gmail.com Security Level: Email, Account Authentication (None)	DocuSigned by: 4D9389D9EDB6495... Signature Adoption: Drawn on Device Using IP Address: 73.207.188.117	Sent: 7/7/2024 7:50:38 PM Resent: 7/8/2024 12:56:37 AM Viewed: 7/14/2024 12:02:29 PM Signed: 7/14/2024 12:04:21 PM
Electronic Record and Signature Disclosure: Accepted: 7/14/2024 12:02:29 PM ID: b486b7d8-c2d3-49dd-a6ee-253f0223ba22		
Mark Hawks2 mark.hawks@fultoncountyga.gov Chief Assistant Purchasing Agent Purchasing and Contract Complliance Security Level: Email, Account Authentication (None)	**Completed** Using IP Address: 45.20.200.178	Sent: 7/14/2024 12:04:23 PM Resent: 7/17/2024 12:36:16 PM Viewed: 7/17/2024 3:07:43 PM Signed: 7/17/2024 3:07:59 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Stanley Wilson Stanley.Wilson@fultoncountyga.gov Director Stanley Wilson Security Level: Email, Account Authentication (None)	DocuSigned by: Stanley Wilson 5E4D76DFB4A0450... Signature Adoption: Pre-selected Style Using IP Address: 76.209.103.30	Sent: 7/17/2024 3:08:02 PM Viewed: 7/18/2024 11:02:29 AM Signed: 7/18/2024 11:02:39 AM

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: 24.99.91.51	Sent: 7/18/2024 11:02:42 AM Viewed: 7/20/2024 11:38:49 AM Signed: 7/20/2024 11:40:11 AM
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David Lowman David.Lowman@fultoncountyga.gov Security Level: Email, Account Authentication (None)	DocuSigned by: David Lowman 0EC92EDADEFB4B8... Signature Adoption: Pre-selected Style Using IP Address: 73.43.218.125	Sent: 7/20/2024 11:40:14 AM Viewed: 7/21/2024 4:44:58 PM Signed: 7/21/2024 4:46:46 PM
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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: 7/21/2024 4:46:48 PM Viewed: 7/22/2024 1:32:58 PM Signed: 7/22/2024 1:34:00 PM
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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: 7/22/2024 1:34:03 PM Viewed: 7/22/2024 1:34:27 PM Signed: 7/22/2024 1:34:37 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: 74.174.59.10	Sent: 7/22/2024 1:34:40 PM Viewed: 7/22/2024 2:59:40 PM Signed: 7/22/2024 2:59:51 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 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	**Completed** Using IP Address: 45.20.200.178	Sent: 7/22/2024 2:59:55 PM Viewed: 7/24/2024 2:21:56 PM Signed: 7/24/2024 2:22:10 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: 7/5/2024 11:20:11 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: 7/5/2024 11:20:11 PM Resent: 7/24/2024 2:22:18 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: 7/5/2024 11:20:12 PM
Dian DeVaughn dian.devaughn@fultoncountyga.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 7/24/2024 2:22:14 PM Viewed: 7/24/2024 5:34:53 PM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	7/5/2024 11:20:11 PM
Certified Delivered	Security Checked	7/24/2024 2:21:56 PM

Envelope Summary Events	Status	Timestamps
Signing Complete	Security Checked	7/24/2024 2:22:10 PM
Completed	Security Checked	7/24/2024 2:22:14 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.

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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.
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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.
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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

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- 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.

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FULTON COUNTY

CONTRACT DOCUMENTS

FOR

REQUEST FOR PROPOSAL 24RFP013124C-MH

2024 CONSOLIDATED COMMUNITY SERVICES PROGRAM

FOR

DEPARTMENT OF COMMUNITY DEVELOPMENT

OF

FULTON COUNTY, GEORGIA

Docusign Envelope ID: 920799CA-B1DB-474F-A1BA-3D8DE9D71AE2

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 **Nehemiah Project Community Development Corporation** (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:

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ARTICLE I - PARTIES AND TERM:

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

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

(c) Nothing contained in this Agreement shall be 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: Senior Services

CCSP Funding Priority(ies):

Children and Youth: Not Applicable

Disabilities: Not Applicable

Economic Stability: Not Applicable

Health and Wellness: Not Applicable

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Homelessness: Not Applicable

Senior Services: To increase access to services that enable older adults to remain in the community and age in place

Veterans Services: Not Applicable

Nehemiah Project Community Development Corporation, Nehemiah Project Senior Home Repair 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
Nehemiah Project Senior Home Repair Program	51 Senoia Rd	Fairburn	GA	30213	5	4,5,6

Approach and Design:

Nehemiah Project Community Development Corporation, Nehemiah Project Senior Home Repair Program will provide services to **13** clients that reside in Fulton County, with CCSP funding.

Nehemiah Project Community Development Corporation, will provide the following activities and services in Fulton County with CCSP funding:

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Approach and Design: NPCDC's Person-Centered Holistic Approach

Assessment and Service Plan Development:

- Conduct individual assessments to identify needs and preferences of seniors.
- Develop comprehensive service plans promoting independent living and well-being.
- Connect seniors to resources, addressing their unmet needs through gap services.

Income Verification and Intake Process:

- Implement an intake process to verify low to moderate-income homeowners (30-80% AMI).
- Aim to maintain seniors' self-sufficiency by improving home energy efficiency and reducing utility bills.

Home Repair Services:

- Provide essential services like plumbing, electrical, roof repairs, HVAC, and safety-related carpentry at no cost.
- Implement energy efficiency upgrades and ADA-compliant installations.

Contractor Selection and Quality Assurance:

- Follow a five-phase process for selecting contractors ensuring cost-effectiveness and quality.
- Ensure compliance with housing quality standards and city rehabilitation requirements.

Food Access and Distribution:

- Partner with A Bountiful Harvest Food Pantry to distribute food boxes to seniors.
- Assess seniors' food needs and coordinate deliveries, ensuring consistent access to nutritious food.

Alignment with Fulton County "Health and Human Services" Key Performance Indicators:

1. Independence: Enhancing services for seniors to remain in their homes, thus avoiding institutionalization.
2. Housing and Economic Stability: Making housing more affordable through energy-efficient upgrades.
3. Food Security: Increasing access to food, ensuring no senior experiences hunger due to lack of access.

CCSP Funding Priorities Alignment:

1. Home Repair: Directly contributing to seniors' ability to live independently and safely in their homes.
2. Energy Efficiency: Addressing housing affordability and sustainability.
3. Food Access: Ensuring seniors' basic needs are met, contributing to their overall well-being.

Community Collaborative Relationships:

NPCDC will partner with multiple organizations to enhance service delivery and impact:

1. Bountiful Harvest Food Pantry: Food distribution and access.
2. Meals on Wheels: Meal delivery services.
3. Wells Fargo: Financial support and volunteer resources.

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4. GreyStone Power: Energy efficiency initiatives.
5. Harvest Rain Church: Community engagement and support.
6. Hands on Atlanta: Volunteer mobilization.
7. Department of Watershed Management: Water conservation and efficiency projects.
8. South State Bank, The Atlanta Foundation, Owens Corning: Funding and material support.
9. Home Depot, COA HUD CDBG: Home repair materials and compliance expertise.
10. Mary Alan Lindsey Branan Foundation: Additional financial support.

Impact and Performance Measurement:

NPCDC's services are aligned with Fulton County's strategic priorities, particularly in supporting vulnerable seniors. Key performance indicators for this project include:

1. Access to Home and Community-Based Services: Number of seniors receiving assistance.
2. Supportive Housing Services: Number of seniors benefiting from housing and support services.
3. Aging in Place Outcomes: Number of seniors able to stay in their homes due to provided repairs.

In summary, NPCDC's comprehensive approach, alignment with key performance indicators, focus on CSP funding priorities, and strong community collaborations uniquely position it to address the critical needs of Fulton County's senior population. The program not only aims to enhance seniors' living conditions but also ensures their dignity, independence, and quality of life.

Designation of CSP Funds:

Based on the awarded amount of **$47,000.00,** 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,

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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.)	$2,350.00
Operational	$0.00
Direct Services	$44,650.00
Total	$47,000.00

Explanation of Funding Details:

2024 CCSP Senior Home Repair Program Project Budget

Awarded Amount: $47,000.00 from CSP

Funding Allocation and Detailed Explanation:

1. **Administrative Costs (5% - $2,350):**
    - **Purpose:** To support the administrative framework of the Nehemiah Project Senior Home Repair Program.
    - **Activities Covered:**
        - **Staff Salaries:** CEO, Accounting, and Admin Support Staff.
        - **Responsibilities:** Overseeing program execution, ensuring compliance with grant goals and metrics, and managing personnel and contractors.
        - **Output:** Regular reports, grant compliance documentation, and effective program management.
2. **Operational Costs (0.00):**
3. **Direct Services (95% - $44,650.00):**

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- **Purpose:** To provide substantial home repair services and energy-efficient upgrades.
- **Breakdown of Expenditures:**
  - **Major Repairs:** $3,500.00 each for 7 homes (total of $24,500.00).
  - **Conservation Upgrades:** Up to $2,525.00 each for minor repairs and emergency safety upgrades in 6 homes (total of $15,150.00).
  - **Staff Salaries:** $5,000.00 allocated for Program Manager ($2,750.00) and Intake Coordinator ($2,250.00) from May to December.
- **Additional Provisions:**
  - **Bidding Process:** Three bids to be solicited for repairs exceeding $2,000 to ensure cost-effectiveness and transparency.
  - **Flexibility:** Additional homes may be serviced if budget allows post completion of 13 homes.

Total Allocation: $47,000.00

Program Performance Measures:

Nehemiah Project Community Development Corporation agrees to track and report program performance to the Fulton County Department of Community Development.

County Defined Performance Measure(s):

Children and Youth: Not Applicable

Disabilities: Not Applicable

Economic Stability: Not Applicable

Health and Wellness: Not Applicable

Homelessness: Not Applicable

Senior Services: Number of seniors who report an increase in viability to maintain independence,Number of seniors who report increased self-sufficiency resulting from in-home services

Veterans Services: Not Applicable

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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:

1. Methods and Specific Goals:

Overall Goal: To provide 13 senior citizens in Fulton County with no-cost installations of energy conservation materials or home repairs.

Objective #1: Improve Quality of Life and Independence

- Strategy: Provide major and minor home repairs for energy efficiency and weatherization.
- Performance Measure: Ensure 100% of participants live in energy-efficient environments.
- Outcomes: Decrease in utility bills, improved living conditions, and enhanced independence.

Objective #2: Enhance Accessibility and Safety

- Strategy: Perform minor and emergency repairs to enhance mobility and safety.
- Performance Measure: Achieve 80% satisfaction rate among program participants regarding services and contractor workmanship.
- Outcomes: Continuous improvement in service quality.

Objective #3: Improve Air Quality and Health

- Strategy: Conduct minor repairs to enhance air quality.
- Performance Measure: 80% of participants report improved air quality and health.
- Outcomes: Tangible improvements in living conditions and senior health.

2. Major Milestones and Schedule:

7-14 Days:

- Notify eligible seniors and verify documentation.
- Recruit subcontractors and schedule site visits.
- Document initial conditions of homes.

14-21 Days:

- Develop service plans and refer to gap service providers.
- Solicit bids for repairs exceeding $2,000.

21-45 Days:

- Perform necessary repairs.
- Conduct quality control and gather post-repair data.
- Distribute and collect participant surveys.

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Ongoing (Year-round):

- Regular reporting on customer status.
- Maintenance of records for auditing.

3. Data Collection Tools/Sources:

- Tools: Interviews, forms, surveys, and documentation.
- Database: Secure database for storing and reporting data.
- Privacy and Confidentiality: Adherence to privacy policies and confidentiality practices.
- Sources: Interviews, demographic forms, pre and post-surveys, utility bills and billing history.
- Evaluation: Regular analysis and reporting using collected data.

County Defined Performance Measures:

- Access to Services: Number of residents accessing home-based and community services.
- Supportive Housing Services: Number of people receiving supportive housing services.
- Aging in Place Outcomes: Number of seniors/disabled persons staying in place due to home repairs.

Agency Defined Performance Measure(s):

Additional Reporting Measures and Outcomes:

Our agency is committed to delivering a comprehensive analysis of the program's effectiveness. Beyond the primary metrics, we will focus on additional key indicators to gauge the impact on our senior participants' daily lives:

Energy Consumption Reduction:

- Measure: Track and report the number of seniors experiencing a quantifiable reduction in household energy consumption.
- Methodology: Compare pre- and post-intervention energy usage data to determine reductions.

Utility Cost Reduction:

- Measure: Calculate the percentage of seniors who report a decrease in their utility bills.
- Methodology: Analyze and compare utility bills before and after the implementation of energy-saving measures.

Improvement in Home Comfort and Air Quality:

- Measure: Assess the percentage of seniors reporting an enhancement in comfort levels and air quality in their homes.

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- Methodology: Conduct pre- and post-intervention surveys to evaluate perceived changes in indoor comfort and air quality.

Access to Food:

- Measure: Record the number of seniors indicating increased access to food.
- Methodology: Use surveys and interviews to assess changes in seniors' ability to obtain sufficient and nutritious food.

Kinship Care and Community Resource Accessibility:

- Measure: Document any reported decreases in access problems or limitations to kinship care and community resources.
- Methodology: Implement feedback mechanisms such as interviews or surveys to understand changes in access to care and resources.

Independence Viability:

- Measure: Note the number of seniors who report enhanced ability to maintain independence.
- Methodology: Collect qualitative and quantitative data through surveys and interviews focusing on aspects of daily living and self-sufficiency post-intervention.

These additional measures are crucial for a holistic understanding of the program's impact. By employing this mix of qualitative and quantitative methods, our agency aims to capture a comprehensive picture of how our interventions are improving the lives of seniors in tangible ways.

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.

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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

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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 **$47,000.00.**

(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.**

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(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.**

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(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:

Nehemiah Project Community Development Corporation
51 Senoia Road
Fairburn, Georgia 30213

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.

Docusign Envelope ID: 920799CA-B1DB-474F-A1BA-3D8DE9D71AE2

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.

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(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 **Nehemiah Project Community Development Corporation**, 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,

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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.

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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.

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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

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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.

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STATE OF GEORGIA

COUNTY OF FULTON

FORM F: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services[1] under a contract with **[insert name of prime contractor (Agency)]** Nehemiah Project Community Development Corporation 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.

1249040
EEV/Basic Pilot Program* User Identification Number

Nehemiah Project Community Development Corporation
Name of Contractor (Agency)

BY: Authorized Signature of Officer or Agent of Contractor

CEO
Title of Authorized Officer or Agent of Contractor of Contractor

Ingrid C. Thompson
Printed Name of Authorized Officer or Agent of Contractor

Sworn to and subscribed before me this 26 day of February, 2024.

Notary Public: Kathy Lynn Cox

County: Fulton

Commission Expires: 8-1-25

KATHY LYNN COX NOTARY PUBLIC Exp: Aug. 1, 2025 FULTON COUNTY, GA

[1]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.

[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].

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STATE OF GEORGIA

COUNTY OF FULTON

FORM G: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT

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

1249040

EEV/Basic Pilot Program* User Identification Number of Subcontractor

Nehemiah Project Community Development Corporation

Name of Subcontractor (Individual/Agency)

BY: Authorized Signature Officer or Agent of Subcontractor

CEO

Title of Authorized Officer or Agent of Subcontractor

Ingrid C. Thompson

Printed Name of Authorized Officer or Agent of Subcontractor

Sworn to and subscribed before me this 26 day of February, 2024.

Notary Public: Kathy Lynn Cox

County: Fulton

Commission Expires: 8-1-25

KATHY LYNN COX NOTARY PUBLIC Exp. Aug. 1, 2025 FULTON COUNTY, GA

[3]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.

[4]*[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].

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/10/2024

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 PointeNorth Insurance Group, LLC PO Box 724728 Atlanta GA 31139	**CONTACT NAME:** Aleshia Rodriguez **PHONE (A/C, No, Ext):** (770) 858-7540 **FAX (A/C, No):** (770) 858-7545 **E-MAIL ADDRESS:** aleshia.rodriguez@pninsurance.com
INSURED Nehemiah Project Community Development Corporation PO Box 1057 Fairburn GA 30213-8000	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A:** Philadelphia Indemnity Insurance Co **INSURER B:** Philadelphia Insurance Companies **INSURER C:** Old Republic Group of Insurance Companies **INSURER D:** **INSURER E:** **INSURER F:**

COVERAGES **CERTIFICATE NUMBER:** CL2471082119 **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	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y		PHPK2470768	11/15/2023	11/15/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG [ ]	$ 1,000,000 $ 100,000 $ 0 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			PHPK2470768	11/15/2023	11/15/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Uninsured motorist	$ 1,000,000 $ $ $ $ 1,000,000
B	[X] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			PHUB834775	11/15/2023	11/15/2024	EACH OCCURRENCE AGGREGATE [ ]	$ 2,000,000 $ 2,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [ ] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WCGA0002721	04/07/2023	04/07/2024	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A	Professional Liability -			PHPK2470768	11/15/2023	11/15/2024	Each Incident	1,000,000

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

CERTIFICATE HOLDER

Fulton County Government - Purchasing Department
130 Preachtree Street S.W.
Suite 1168
Atlanta GA 30303-3459

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

William H Shealey

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ADDITIONAL COVERAGES

Ref #	Description	Coverage Code	Form No.	Edition Date
	Cyber Insurance	CYBER		

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
25,000			1,000		

Ref #	Description	Coverage Code	Form No.	Edition Date
	7/1/2024- 7/01/202 Certain Underwriters at Lloyd's /POLICY #B0621PNEHE000324			

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
1,000,000	ABUSE/MOLEST				

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

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RYAN* TURNER SPECIALTY

RT Specialty
3567 Parkway Lane
Norcross, GA 30092
Jeff White
470-330-0851

Confirmation of Insurance

July 05, 2024

PointeNorth Insurance Group, LLC
Attn: Aleshia Rodriguez
1000 Parkwood Circle Southeast, Suite 600 Atlanta, GA 30339

Insured: Nehemiah Project Community Development Corporation
51 Senola Road
Fairburn, GA 30213

Policy #: B0621PNEHE000324
Policy Period: 07/03/2024 12:01 AM To 07/03/2025 12:01 AM
Coverage: Professional Liability
Issuing Company: Certain Underwriters at Lloyd's, London

This is to confirm that we have procured coverage for the above captioned insured per your instructions, subject to all terms and conditions from the insurance carrier as attached:

Note :

Minimum earned premium may apply to this policy (see attached carrier binder for specifics). All fees are fully earned at inception.

Please review attached carrier binder for details regarding any additional premium charges, minimum, deposit, audit and/or cancellation provisions.

This insurance is subject to all terms and conditions of the cover note, certificate of insurance and/or policy which may be issued.

This Confirmation of Insurance shall be automatically terminated and voided by delivery of the cover note, certificate of insurance or policy to the insured or its representative.

Thank you for your business.

Regards,

Jeff White
Broker
RT Specialty
jeffrey.white@rtspecialty.com
470-330-0851

Payton Hayes
Account Executive
RT Specialty
payton.hayes@rtspecialty.com
309-275-7778

Docusign Envelope ID: 920799CA-B1DB-474F-A1BA-3D8DE9D71AE2

RYAN TURNER SPECIALTY

RT Specialty
3567 Parkway Lane
Norcross, GA 30092
Jeff White
470-330-0851

Confirmation of Insurance

Cost Summary

Professional Liability Premium	$5,000.00
GA Surplus Lines Tax	$230.00
Policy Fee	$500.00
Carrier Policy Fee	$250.00
Total Policy Cost	**$5,980.00**

Minimum Earned

Note: There may be a minimum earned on this policy. Please refer to the carrier binder for more details on the minimum earned percentage.

Agent Commission: 12.50%

Disclosures

RT Specialty is typically compensated through commission from the insurer for the placement of policies in most transactions. The amount of the commission varies by insurance line and by carrier. RT Specialty might also receive additional compensation. In order to place the insurance requested we may charge a reasonable fee for additional services such as performing a risk analysis, comparing policies, processing submissions, communication expenses, inspections, working with underwriters on the coverage proposal, issuing policies, or servicing the policy after issuance. Any fees charged are fully earned at inception of the policy. Third-party inspection or other fees may be separately itemized upon request. Our fees are applied to new policies, renewal policies, and endorsements. Fees applicable to each renewal and endorsement will be set forth in the quotes. It is the insurance carrier's decision whether to offer the insurance quoted, and your client's decision whether to accept the quote. Our fee is not imposed by state law or the Insurer.

Depending upon the Insurer involved with your placement, we might also have an agreement with the Insurer that we are proposing for this placement that might pay us future additional compensation This compensation could be based on formulas that consider the volume of business placed with the Insurer, the profitability of that business, how much of the business is retained for the Insurer's account each year, and potentially other factors. The agreements frequently consider total eligible premium from all clients placed during a calendar year and any incentive or contingent compensation is often received at a future date. Because of variables in these agreements, we often do not have an accurate means at the time of placement to determine the amount of any additional compensation that might be attributable to any single placement. You, as the retail broker with the direct relationship with the Insured, must comply with all applicable laws and regulations related to disclosure of and consent and agreement to, compensation, and informing the Insured that it may request more information about producer or broker compensation that might be paid in connection with the Insured's placement. If we request a copy of any legally required insured consent or agreement, you will provide us with a copy. If you need additional information about the compensation arrangements for services provided by RT Specialty affiliates, please contact your RT Specialty representative.

RT Specialty is a division of RSG Specialty, LLC. RSG Specialty, LLC is a Delaware limited liability company and a subsidiary of Ryan Specialty, LLC. In California: RSG Specialty Insurance Services, LLC (License # 0G97516).

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RYAN TURNER SPECIALTY

RT Specialty
3567 Parkway Lane
Norcross, GA 30092
Jeff White
470-330-0851

Confirmation of Insurance

Remarks

Post-binding subjectivities:

1. Georgia Surplus Lines Filing Declination Detail form. (attached)

Docusign Envelope ID: 920799CA-B1DB-474F-A1BA-3D8DE9D71AE2

Miller

Confirmation of Cover
Certificate Number B0621PNEHE000324

Agent:	RSG Specialty, LLC, operating through its division RT Specialty		
Assured:	Nehemiah Project Community Development Corporation	**State:**	USGA
Services / Occupation:	Community Maintenance		
Date of Application:	17 June 2024		
Period:	03 July 2024 12:01 AM to 03 July 2025 12:01 AM Local Standard Time		
	Limit of Liability	**Retention**	**Premium (plus taxes as applicable)**
	USD 1,000,000 for all Claims for Wrongful Acts against one Victim USD 1,000,000 for all Claims for Wrongful Acts against all Victims	USD 5,000 any one Victim	USD 5,000.00 **Plus Surplus Lines Tax** **Plus USD250 Administration Fee**
Emergency Response Extension	USD 75,000 for all Emergency Response Costs resulting from all Circumstances. Limit included within policy overall aggregate.		
Fee:	**Please note that if the indicated Premium is USD10,000 or less, Miller will charge you an administration fee of USD250 in addition to the brokerage payable to us by insurers, details of which are available upon request.**		
Form:	Miller Sexual Molestation and Emergency Response		
Notices:	LMA9042 Georgia Surplus Lines Notice		
Endorsements:	I. Cyber and Data Protection Law Endorsement II. Miller Emergency Response Endorsement		
Optional Extension Period:	12 months at 100% of the total premium for this Certificate		
Retroactive Date:	03 July 2024		
Subjectivities:	**To be satisfactorily complied with & agreed by underwriters PRIOR TO BINDING**		
Choice of Law:	New York		
Jurisdiction:	Worldwide		
Notice of Claim Nominee:	DWF Claims (USA) LLC 740 Waukegen Road, Suite 204 Deerfield, IL 60015 USA FNOLUS@dwfclaims.com		
	Syndicate	Line	Reference
Offered Line: (off Miller limited binder)	ARG2121 HAM4000	50.0000 % 9.0000 %	V31316JA124X YK194L24d000

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	AUW0609	4.5000 %	USGIVUK24ABX
	CSL1084	9.0000 %	91700B24AV

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

OWNER:

FULTON COUNTY, GEORGIA

DocuSigned by:
Robert L. Pitts
BA715B1A26544E7...

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST:

DocuSigned by:
Tonya R. Grier
EEC476C4837648D...

Tonya R. Grier
Clerk to the Commission

DocuSigned by:

(Affix County Seal)

CONTRACTOR:

VENDOR NAME **Nehemiah Project Community Development Corporation**

DocuSigned by: Name of Signatory: Ingrid Thompson
Title of Signatory: CEO
BED7F11704AA4F8...

Authorized Signature

ATTEST:

DocuSigned by: Name of 2nd Signatory: **Bernice Jackson**
Title of 2nd Signatory: **Board Member**
1398B0FD03494F1...

Second Authorized Signature

(Affix Corporate Seal, if applicable)

APPROVED AS TO FORM:

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

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Envelope Originator:
Cherie Williams
141 Pryor Street
Purchasing & Contract Compliance, Suite 1168
Atlana, GA 30303
Cherie.Williams@fultoncountyga.gov
IP Address: 136.55.230.223

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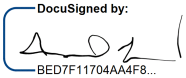
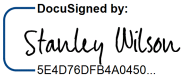
Signer Events	Signature	Timestamp
Ingrid Thompson ingrid@nehemiahprojectcdc.org CEO Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 7/18/2024 4:37:23 PM ID: e9628805-a176-490f-a786-60be00ef7ede	DocuSigned by:  BED7F11704AA4F8... Signature Adoption: Drawn on Device Using IP Address: 166.196.54.28 Signed using mobile	Sent: 7/18/2024 4:29:51 PM Viewed: 7/18/2024 4:37:23 PM Signed: 7/18/2024 4:39:32 PM
Bernice Jackson bernicejackson37@yahoo.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 7/18/2024 6:30:20 PM ID: fbb51f31-2c5c-4e37-b727-06e9934d7c85	DocuSigned by: 1398B0FD03494F1... Signature Adoption: Pre-selected Style Using IP Address: 98.192.122.241	Sent: 7/18/2024 4:39:34 PM Viewed: 7/18/2024 6:30:20 PM Signed: 7/18/2024 6:36:54 PM
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	**Completed** Using IP Address: 45.20.200.178	Sent: 7/18/2024 6:36:57 PM Viewed: 7/19/2024 4:40:02 PM Signed: 7/19/2024 4:40:20 PM
Stanley Wilson Stanley.Wilson@fultoncountyga.gov Director Stanley Wilson Security Level: Email, Account Authentication (None)	DocuSigned by:  5E4D76DFB4A0450... Signature Adoption: Pre-selected Style Using IP Address: 76.209.103.30	Sent: 7/19/2024 4:40:22 PM Viewed: 7/20/2024 12:16:28 PM Signed: 7/20/2024 12:16:41 PM

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Lauren Hansford lauren.hansford@fultoncountyga.gov Security Level: Email, Account Authentication (None)	**Completed** Using IP Address: 24.99.91.51	Sent: 7/20/2024 12:16:43 PM Viewed: 7/23/2024 3:20:01 PM Signed: 7/23/2024 3:24:34 PM
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David Lowman David.Lowman@fultoncountyga.gov Security Level: Email, Account Authentication (None)	DocuSigned by: David Lowman 0EC92EDADEFB4B8... Signature Adoption: Pre-selected Style Using IP Address: 73.43.218.125	Sent: 7/23/2024 3:24:38 PM Viewed: 7/23/2024 3:25:43 PM Signed: 7/23/2024 3:29:24 PM
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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: 7/23/2024 3:29:27 PM Viewed: 7/24/2024 10:08:14 AM Signed: 7/24/2024 10:11:42 AM
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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: 7/24/2024 10:11:45 AM Viewed: 7/24/2024 10:12:43 AM Signed: 7/24/2024 10:12:50 AM
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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: 7/24/2024 10:12:53 AM Viewed: 7/25/2024 7:35:14 AM Signed: 7/25/2024 7:35:28 AM
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Mark Hawks3 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	**Completed** Using IP Address: 45.20.200.178	Sent: 7/25/2024 7:35:32 AM Viewed: 7/25/2024 8:09:55 AM Signed: 7/25/2024 8:10:08 AM

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Certified Delivery Events	Status	Timestamp

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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: 7/18/2024 4:29:49 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: 7/18/2024 4:29:49 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: 7/18/2024 4:29:50 PM
Dian DeVaughn dian.devaughn@fultoncountyga.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 7/25/2024 8:10:12 AM

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Notary Events	Signature	Timestamp

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Completed	Security Checked	7/25/2024 8:10:12 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

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

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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..
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ii. send us an e-mail to glenn.king@fultoncountyga.gov and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

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

** 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.
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FULTON COUNTY

CONTRACT DOCUMENTS

FOR

REQUEST FOR PROPOSAL 24RFP013124C-MH

2024 CONSOLIDATED COMMUNITY SERVICES PROGRAM

FOR

DEPARTMENT OF COMMUNITY DEVELOPMENT

OF

FULTON COUNTY, GEORGIA

Docusign Envelope ID: 251B2572-8254-477C-A3D3-ED893749FB45

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 **Premier Academy, 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:

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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

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ARTICLE I - PARTIES AND TERM:

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

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

(c) Nothing contained in this Agreement shall be 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: Programs focusing on kindergarten readiness...

Disabilities: Not Applicable

Economic Stability: Not Applicable

Health and Wellness: Not Applicable

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Homelessness: Not Applicable

Senior Services: Not Applicable

Veterans Services: Not Applicable

Premier Academy, Inc., Childhood Acute Mental Health Program (CAMP) at Premier Academy 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
Minnie Howell Child Development Center	399 Macedonia Rd	Atlanta	GA	30354	5	3,4,5,6
Renaissance Child Development Center	120 Renaissance Pkwy	Atlanta	GA	30318	4	3,4,5

Approach and Design:

Premier Academy, Inc., Childhood Acute Mental Health Program (CAMP) at Premier Academy will provide services to **15** clients that reside in Fulton County, with CCSP funding.

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Premier Academy, Inc., will provide the following activities and services in Fulton County with CCSP funding:

Through collaborative partnerships with mental health providers, Odyssey Family Counseling and Heartwork Counseling; and Kids on the Block mental health puppet troupe; parents; Atlanta Public Schools feeder elementary school staff and teachers (informal collaborative communicative relationships); the YMCA, Easterseals of North Georgia, GA DECAL Bright from the Start, and our early learning teachers, Premier Academy's CAMP program, which launched in 2013, provides a free comprehensive mental health services model to low income children on-site in an early learning environment, as well as offers coordinated follow-up care to children and their families through third grade. The CAMP program supports the primary CCSP funding priority Children & Youth Services Funding Priority, specifically relating to 1) the *focus on kindergarten readiness* and 2) *address mental health, depression, stress, trauma, and anxiety among youth and teens.* Premier Academy's mission is to ensure all children are prepared for success in kindergarten, and 98% of children who leave our program are prepared. Moreover, through its comprehensive free, onsite mental health services to the most vulnerable population (i.e. low-income, primarily African-American, preschool aged children) and their families, the CAMP also secondarily addresses the Health and Wellness priorities, specifically in two areas: 1) prevent health disparities by educating and connecting individuals to available resources and 2) programs addressing mental health, depression, stress, trauma, and anxiety among individuals.

Good social-emotional and mental health is a key component of children's health and healthy development. Our theory of change seeks to approach this effort from many angles: individual, family, school, and community levels to promote and strengthen social, emotional, and behavioral health. Our children are deeply affected by the relationships, communities, and society in which they reside. Thus, it is critical to provide prevention strategies that include a range of activities that address each of these levels of influence. This comprehensive approach is more likely to have lasting prevention effects over time than any one single intervention alone.

Children receive weekly individualized counseling services that include one-on-one play therapy or group therapy (five children per session) during normal school hours, and all children at the early learning centers receive therapeutic puppet shows which discuss mental health topics in an educational, entertaining, and age-appropriate manner, reducing the stigma of mental health common in minority communities and ensuring children have sustained supports up to grade 3, the most critical stage of a child's development.

Through the school-based delivery model, parents receive individualized education and training on the mental and behavioral health issues affecting their children; learn how to manage these issues to increase academic and social performance; receive (at no cost and no requirement for health insurance coverage) counseling services to address contributing factors to their child's mental and behavioral well-being and learn coping techniques to manage their mental health as well as their child's. Teachers in both centers receive coaching, training, and wellness services to support children and their families within their classrooms.

Since the implementation of the CAMP program in 2013, we have experienced a far greater demand for mental health services than we expected each year. However, we are limited by budget and staffing in the number of

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children we can serve through direct counseling services so we actively solicit funding from donors to expand our current efforts. Thus, we request $40,000 from the 2024 Fulton County Community Services Program funding to provide the following:

1. Comprehensive weekly one-on-one mental health counseling services (1 hour sessions; hours) to 15 children for the grant period (services beginning in January- December 2024). Mental health counselors will meet one-on-one with children during the normal school day onsite at one of Premier Academy's two centers.
2. At least 15 parents will receive take-home resources and support on mental health topics, including Developmental Milestones-understanding age-appropriate milestones for different age groups and what to do if there are concerns; Stress Management for Parents-helps parents navigate and develop coping strategies for managing stressors of parenting; Healthy Routines-helps parents with bedtime, meal times and various school and home routines to build and reinforce healthy routines and structure; and Setting Healthy Limits and Boundaries-how to navigate positive boundaries and limits with children and teaching tools to use, from mental health workers.
3. Two (2) puppet shows to the program schedule at its two centers (1 per site). Premier Academy staff will work with our CAMP partner, Kids on the Block puppet troupe, to raise awareness of mental and behavioral health topics for preschool and elementary-aged children. The puppet shows will allow children to receive additional opportunities during the most critical stages in their development to learn about mental health topics in an age-appropriate manner.
4. In support of the above direct services, funding will also be used to conduct an annual program evaluation to collect and analyze the data for each of the four program deliverables (i.e., counseling, parenting workshops, classroom pop-ins, and puppet shows), collectively and individually, and for program expenses: general office supplies, printing, and postage.
5. There will be monthly pop-in classroom observations of 10 classrooms conducted by a mental health counselor to provide real-time feedback to teachers and offer lessons and group counseling to children.
6. Twenty (20) teachers will receive support services that promote teacher wellness. The centers will have a "getaway space" for teachers to relax, regroup, meditate, reflect, and read. Teachers will also have access to counseling sessions, coping skills classes (addressing behavioral adjustments in the classroom), and self-care (i.e., health and fitness exercise program and meditation/yoga program)

By providing early intervention services to children who demonstrate emotional challenges and behavioral problems in class, we are minimizing the number of children who are given IEPs in 1st or 2nd grade, a designation that will follow them throughout their schooling and affect the rigor of their academic pathway. If children are given IEPs, we ensure their parents, who often find it difficult to navigate the mental health services provided by Atlanta Public Schools or Fulton County Schools, are equipped and empowered to advocate for the highest quality of services available for their children. Furthermore, children receive support in school and out of school and positive family support to foster a sense of belonging and trust through home visits and school-

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based mental health services, ensuring a strong support system and continuation of critical mental health care in the home environment. Finally, our efforts increase the likelihood of children's future self-sufficiency by providing safe and nurturing environments by changing the life trajectories of young children who already present disruptive classroom and home behaviors or emotional challenges. We strongly believe that our early and strong comprehensive and multi-component interventions create the necessary foundation for lifelong learning success and making positive contributions to society.

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.

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Cost Category	Designation of CCSP Funding Award
Administrative (5% Admin max of funds awarded.)	$0.00
Operational	$0.00
Direct Services	$40,000.00
Total	$40,000.00

Explanation of Funding Details:

Direct services: $40,000

Teacher Wellness: $5,000

20 Teachers receive $250 worth of wellness resources (classes, self-care resources,)=$5,000

2 Puppet shows: $2,000

$1,000 performance fee (includes post and pre-assessments) x 2= $2,000

At-home resource kits for 15 families: $1,500

15 kits of supplemental resources to facilitate play therapy x $100/each=$1,500

Mental health counseling: $21,500

$45 mental health worker fee per hour x 477.78 hours=$21,500

Program evaluations and data reporting: $2,500

To conduct screenings, evaluate each of the program focus areas, and compile data reports of outcomes

Pop-in classroom observations by mental health counselor: $7,500

Counselor will "pop-in" to conduct unannounced classroom observations for 10 classrooms once each month

100 pop-ins x $75 (counselor fee) per observation=$7,500

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Program Performance Measures:

Premier Academy, 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 students assessed as ready for kindergarten,Number of youth/teens receiving referrals to behavioral health, evidence based programming/other supportive services

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:

CSP Funding Priority-Children and Youth Services

County Defined Performance Measures: Number of students assessed as ready for kindergarten; The number youth/teens receiving referrals to behavioral health, evidence based programming/other supportive services

The overarching goal of CAMP is to ensure low-income children are ready for kindergarten. We accomplish this by strengthening the social, emotional, and behavioral health of children in early care and learning settings to prepare them to meet developmental milestones and succeed in kindergarten and beyond which also addresses the number of youth/teens (children) receiving referrals (on site) to behavioral health, evidence based programming/other supportive services. Our researched-based curriculum and individualization of teaching strategies support children in our care to have successful transitional experiences. Specific agency-defined performance measures and objectives include (during the 12-month grant year):

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- Children will gain more self-confidence through puppet shows, one-on-one weekly therapy, and group therapy with counselors

- Children will learn positive conflict resolution skills through puppet shows, one-on-one weekly therapy, and group therapy with counselors during the academic year

- Children will improve their classroom behavior because of individualized counseling services, puppet shows, and increased parental involvement and attentiveness.

- Parents will participate in ongoing training and utilize online resources and take home educational resources to become more involved with their children, communicate more with teachers, learn appropriate and healthy coping techniques for stress, and support the healthy emotional development of their children

-Children and their families will be evaluated for and receive appropriate, targeted and individualized mental health services at no cost

- Reduce the stigma of mental health and mental illness among children we serve and their families by using language and terms that promote social and emotional well-being for children and their families versus mental illness.

In addition to the growing number of children served each year, CAMP also added to its program offerings to provide additional take home resources for children and their families by conducting. The primary objectives of the take home kits are to:

- Cultivate parents' ability to form strong, positive attachments with their children and to keep them safe

- Promote children's healthy physical, cognitive, and social-emotional development by monitoring their progress, guiding parents in recognizing their children's and their own needs, and accessing appropriate services.

With grant funding from the Fulton County Community Services Program, our specific goals will include:

- In an effort to strengthening parents' mental health literacy and creating safe and nurturing environments for children at home, we will provide parents with supportive mental health resources, created by mental health counselors, curated online resources and take home printed materials during the academic year.

- Premier Academy will serve an additional 15 Fulton County children, providing them with 477.78 hours of weekly one-on-one school-based individualized mental health counseling services in the form of play therapy.

-Children will attend two puppet shows, 1 at each site during the grant period (held on a quarterly basis).

-10 classrooms will receive monthly pop-ins from mental health counselors to provide classroom observations and offer teachers real-time feedback. Children will also receive lessons on a mental health

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topic that is most pressing based on monthly progress in each classroom. This will provide targeted therapeutic support to all classrooms and strengthen the impact of the program.

-Twenty teachers will receive teacher wellness resources such as counseling sessions, coping skills classes (on behavioral adjustments in the classroom), and self-care (i.e. exercise and yoga/meditation programs). We will also create a "get away space" in the centers as a resource for teachers to regroup, reflect, meditate, reflect or read.

Agency Defined Performance Measure(s):

Goal 1: To strengthen parents' mental health literacy and ability to create safe and nurturing environments for children at home by providing take home and online resources from February-December 2024

Strategy: To provide parents who participate in both sessions with take home and online resources to support safe and nurturing homes and help students retain gains made through school-based mental health counseling.

Outcome: All 15 parents will receive take home kits and access to curated online mental health resources

Assessment tools: survey, inventory of take home kits (to measure kits distributed)

Timeline*: Throughout the 12-month period*

Goal 2*: To address the mental health needs of 15 children who demonstrate emotional or mental health challenges by providing 477.78 hours of weekly school-based individualized mental health counseling in the form of play therapy during the grant period.*

Strategy 1: Identify 15 children who reside in Fulton County who exhibit emotional or behavioral challenges or needs at our early learning centers to receive mental health services. Parents and/or teachers may make recommendations for participation.

Outcome 1: 100% of children will participate in weekly mental health counseling sessions with a mental health counselor

Assessment tools: Attendance sign-in sheets; case file notes; summaries provided by mental health counselor to the Program Director

Strategy 2: 15 children will receive weekly school-based mental health counseling in the form of play therapy with a mental health counselor

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Outcome 2A: 95% of children will show improved emotional or mental health behaviors in the classroom and at home

Outcome 2B: 98% of children will be ready for the educational, emotional, and social rigors of kindergarten

Strategy 3: 10 preschool classrooms will receive monthly pop-in classroom observations from a mental health counselor to provide real-time feedback and support to teachers and lessons on relevant mental health topics to children.

Outcome 3: 95% of children will show improved emotional or mental health behavior in the classroom

O**utcome 3B**: 98% of teachers will receive real-time coaching on mental health topics to ensure nurturing classroom

Assessment tools: age-appropriate pre-and post-tests; case notes; summaries provided by mental health counselor to the Program Director and parents; teacher feedback on classroom behavior and performance, Ages and Stages Questionnaire (which measures developmental milestones); work sampling for children in preschool; teacher feedback on school readiness; and parent surveys

Timeline: January-December 2024

Goal 3: To raise awareness of mental and behavioral topics for preschool-aged children at our two learning centers by providing two (2) age-appropriate puppet shows (1 per site), allowing for additional opportunities during the most critical stages in children's development to learn about mental health topics and remove the stigma of mental health challenges.

Strategy 1:80% of the 472 children enrolled (of which 15 will be served with 2023 CSP funding), in the preschool classes (ages 3 and 4) and their teachers will attend the 1-hour puppet shows at Premier Academy (accounting for absences)

Outcome 1: At least 80% of children ages 3 and 4 will participate in two (2) puppet shows (1 at each) of the Minnie Howell and Renaissance learning centers.

Assessment tool: Attendance sheets

Strategy 2: Kids on the Block puppet troupe will offer one (1) age-appropriate puppet show at the Minnie Howell and one (1) at the Renaissance centers addressing important topics on mental health such as bullying, anger, sadness, stress, and anxiety.

Outcome 1: At least 90% of children will indicate improved knowledge of mental and emotional health topics

Assessment tool: pre-and post-test developed by Kids on the Block that includes coloring activities and post-show discussion activities with teachers

Timeline: February-December 2024

Goal 5: To ensure children are ready for kindergarten

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Strategy 1: Children who demonstrate emotional or behavior issues in the classroom or at home will receive comprehensive mental health services through CAMP (see above strategies and outcomes for both of these)

Strategy 2: Children will be assessed three times during the academic year.

Outcome: At least 98% of children will be prepared for kindergarten.

Assessment tool: Ages and Stages Questionnaire assessment tool, work sampling, teacher and counselor notes, and parent surveys

Timeline: January, May, and September 2024

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**.

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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

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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

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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

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137 Peachtree Street, SW
Atlanta, Georgia 30303

To Contractor:

Premier Academy, Inc.
399 Macedonia Rd
Atlanta, Georgia 30354

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.

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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

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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 **Premier Academy, 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

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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

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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

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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.

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/10/2024

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 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
Georgia Center for Nonprofits
d/b/a NRC Services, Inc.
881 Memorial Drive, NW; Suite 1001
Atlanta GA 30316

CONTACT NAME: C.W. Copeland
PHONE (A/C, No, Ext): 404-567-3275 **FAX (A/C, No):**
E-MAIL ADDRESS: cwcopeland@gcn.org

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Alliance of Nonprofits for Insurance	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Premier Academy
399 Macedonia Road
Atlanta GA 30354

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	**GENERAL LIABILITY** X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR XX Abuse & Molestation X Crime GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC	X		2024-55987	07/11/2024	07/11/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG SAM	$ 1,000,000 $ 500,000 $ 20,000 $ 1,000,000 $ 3,000,000 $ 3,000,000 $ 1,000,000
A	**AUTOMOBILE LIABILITY** ANY AUTO X ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	X		2024-55987	07/11/2024	07/11/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ SCHEDULED $ SCHEDULED $ SCHEDULED $
A	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION $	X		2024-55987UMB	07/11/2024	07/11/2025	EACH OCCURRENCE AGGREGATE	$ 3,000,000 $ 3,000,000 $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
A	Professional Liability	X		2024-55987	07/11/2024	07/11/2025	Occurrence: $1,000,000 Aggregate: $3,000,000	

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

Fulton County Government is an additional insured with respect to General Liability.

CERTIFICATE HOLDER

Fulton County Government
141 Pryor Street, SW
Atlanta GA 30303-3408

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
C.W. Copeland

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Clear All

Docusign Envelope ID: 251B2572-8254-477C-A3D3-ED893749FB45

THE HARTFORD
BUSINESS SERVICE CENTER
3600 WISEMAN BLVD
SAN ANTONIO TX 78251

June 17, 2024

Fulton County Government
Purchasing Department
130 PEACHTREE ST SW STE 1168
ATLANTA GA 30303-3443

Account Information:

Policy Holder Details :	**PREMIER ACADEMY INC**

Contact Us

Need Help?
Chat online or call us at
(866) 467-8730.
We're here Monday - Friday.

Enclosed please find a Certificate Of Insurance for the above referenced Policyholder. Please contact us if you have any questions or concerns.

Sincerely,

Your Hartford Service Team

Docusign Envelope ID: 251B2572-8254-477C-A3D3-ED893749FB45

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/17/2024

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 be endorsed. If SUBROGATIONIS 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	CONTACT NAME:	
AUTOMATIC DATA PROCESSING INS AGCY 76250717 71 HANOVER ROAD FLORHAM PARK NJ 07932	PHONE (A/C, No, Ext): (800) 524-7024	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC#
	INSURER A : Hartford Insurance Company of the Midwest	37478
INSURED	INSURER B :	
PREMIER ACADEMY INC 399 MACEDONIA RD SE ATLANTA GA 30354-2854	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/Y YYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	
	CLAIMS-MADE OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	
							MED EXP (Any one person)	
							PERSONAL & ADV INJURY	
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	
	OTHER:							
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	
	ANY AUTO						BODILY INJURY (Per person)	
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	
	DED RETENTION $							
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N/ A		76 WEG AC2353	12/20/2023	12/20/2024	X PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	$500,000
							E.L. DISEASE -EA EMPLOYEE	$500,000
							E.L. DISEASE - POLICY LIMIT	$500,000

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

Those usual to the Insured's Operations.

CERTIFICATE HOLDER

Fulton County Government
Purchasing Department
130 PEACHTREE ST SW STE 1168
ATLANTA GA 30303-3443

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Susan L. Castaneda

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Docusign Envelope ID: 251B2572-8254-477C-A3D3-ED893749FB45

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/10/2024

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 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
Georgia Center for Nonprofits
d/b/a NRC Services, Inc.
881 Memorial Drive, NW; Suite 1001
Atlanta GA 30316

CONTACT NAME: C.W. Copeland
PHONE (A/C, No, Ext): 404-567-3275 **FAX (A/C, No):**
E-MAIL ADDRESS: cwcopeland@gcn.org

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Alliance of Nonprofits for Insurance	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Premier Academy
399 Macedonia Road
Atlanta GA 30354

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	**GENERAL LIABILITY** X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR XX Abuse & Molestation X Crime GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC	X		2024-55987	07/11/2024	07/11/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG SAM	$ 1,000,000 $ 500,000 $ 20,000 $ 1,000,000 $ 3,000,000 $ 3,000,000 $ 1,000,000
A	**AUTOMOBILE LIABILITY** ANY AUTO X ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	X		2024-55987	07/11/2024	07/11/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ SCHEDULED $ SCHEDULED $ SCHEDULED $
A	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION $	X		2024-55987UMB	07/11/2024	07/11/2025	EACH OCCURRENCE AGGREGATE	$ 3,000,000 $ 3,000,000 $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
A	Professional Liability	X		2024-55987	07/11/2024	07/11/2025	Occurrence: $1,000,000 Aggregate: $3,000,000	

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

Fulton County Government is an additional insured with respect to General Liability.

CERTIFICATE HOLDER

Fulton County Government
141 Pryor Street, SW
Atlanta GA 30303-3408

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
C.W. Copeland

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Clear All

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STATE OF GEORGIA

COUNTY OF FULTON

FORM G: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT

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

187761
EEV/Basic Pilot Program* User Identification Number of Subcontractor

Mental Health America of Georgia
Name of Subcontractor (Individual/Agency)

Lorie Summers
BY: Authorized Signature Officer or Agent of Subcontractor

Director of Childrens Programs
Title of Authorized Officer or Agent of Subcontractor

Lorie Summers
Printed Name of Authorized Officer or Agent of Subcontractor

Sworn to and subscribed before me this 27 day of February, 2024.

Notary Public: Ginger Mobley

County: Gwinnett

Commission Expires: 10/9/2027

GINGER MOBLEY
GWINNETT County
Notary Public
Expires 10-09-2027
STATE OF GEORGIA

[3]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.

[4]*[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].

Docusign Envelope ID: 251B2572-8254-477C-A3D3-ED893749FB45

STATE OF GEORGIA

COUNTY OF FULTON

FORM F: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services[1] under a contract with **[insert name of prime contractor (Agency)]** Premier Academy, 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.

189576
EEV/Basic Pilot Program* User Identification Number

Premier Academy, 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

Starla S. Bailey
Printed Name of Authorized Officer or Agent of Contractor

Sworn to and subscribed before me this 27 day of February, 2024.

Notary Public: LaToya N. Godbolt

County: Newton

Commission Expires: April 7, 2025

LATOYA N GODBOLT
NOTARY PUBLIC
Covington County, Georgia
My Commission Expires April 7, 2025

[1]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.

[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].

Docusign Envelope ID: 251B2572-8254-477C-A3D3-ED893749FB45

STATE OF GEORGIA

COUNTY OF FULTON

FORM G: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT

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

LWE159173
EEV/Basic Pilot Program* User Identification Number of Subcontractor

Heartwork Counseling Center
Name of Subcontractor (Individual/Agency)

BY: Authorized Signature Officer or Agent of Subcontractor

Director
Title of Authorized Officer or Agent of Subcontractor

Linda F Weiskoff
Printed Name of Authorized Officer or Agent of Subcontractor

Sworn to and subscribed before me this 26th day of February, 2024.

Notary Public: Mark Murray

County: Dekalb Co

Commission Expires: 3/28/27

MARK MURRAY NOTARY PUBLIC DEKALB COUNTY, GEORGIA COMM. EXPIRES 03/28/2027

[3]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.

[4]*[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].

Docusign Envelope ID: 251B2572-8254-477C-A3D3-ED893749FB45

STATE OF GEORGIA

COUNTY OF FULTON

FORM G: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT

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

99129
EEV/Basic Pilot Program* User Identification Number of Subcontractor

Odyssey Family Counseling Center
Name of Subcontractor (Individual/Agency)

Charles Ratliff
BY: Authorized Signature Officer or Agent of Subcontractor

CEO
Title of Authorized Officer or Agent of Subcontractor

Charles C. Ratliff, II
Printed Name of Authorized Officer or Agent of Subcontractor

Sworn to and subscribed before me this 26 day of February, 2024.

Notary Public: Dina Marie Leslie

County: Fulton

Commission Expires: 06/23/2026

DINA MARIE LESLIE NOTARY PUBLIC FULTON COUNTY, GEORGIA MY COMM. EXPIRES 06/23/2026

[3]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.

[4]*[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].

Docusign Envelope ID: 251B2572-8254-477C-A3D3-ED893749FB45

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

OWNER:

FULTON COUNTY, GEORGIA

DocuSigned by:
Robert L. Pitts
BA715B1A26544E7...

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST:

DocuSigned by:
Tonya R. Grier
EEC476C4837648D...

Tonya R. Grier
Clerk to the Commission

(Affix County Seal)

DocuSigned by:

CONTRACTOR:

VENDOR NAME **Premier Academy, Inc.**

DocuSigned by: Name of Signatory: Starla L. Bailey
Starla Bailey Title of Signatory: Executive Director
856D5BE17F0F4E0...

Authorized Signature

ATTEST:

DocuSigned by: Name of 2nd Signatory: **Cindra Taylor**
Cindra Taylor Title of 2nd Signatory: **Finance Admin**
5C5AA730FDE544C...

Second Authorized Signature

(Affix Corporate Seal, if applicable)

APPROVED AS TO FORM:

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

DocuSign

Certificate Of Completion

Envelope Id: 251B25728254477CA3D3ED893749FB45
Status: Completed
Subject: Please DocuSign: 2024 CCSP Contract-Premier Academy, Inc.-BOC Agenda#24-0350
Parcel ID:
Employee Name:
Source Envelope:
Document Pages: 33
Signatures: 6
Envelope Originator:
Certificate Pages: 7
Initials: 0
Cherie Williams
AutoNav: Enabled
Stamps: 1
141 Pryor Street
EnvelopeId Stamping: Enabled
Purchasing & Contract Compliance, Suite 1168
Time Zone: (UTC-05:00) Eastern Time (US & Canada)
Atlana, GA 30303
Cherie.Williams@fultoncountyga.gov
IP Address: 136.55.230.223

Record Tracking

Status: Original
7/3/2024 5:41:47 PM
Holder: Cherie Williams
Cherie.Williams@fultoncountyga.gov
Location: DocuSign
Security Appliance Status: Connected
Pool: StateLocal
Storage Appliance Status: Connected
Pool: Fulton County Government
Location: DocuSign

Signer Events	Signature	Timestamp
Starla Bailey sbailey@premier-academy.org Executive Director Starla Bailey Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 7/30/2023 12:54:30 PM ID: e14f26eb-0586-4cc5-bc38-7839c660fb49	DocuSigned by: Starla Bailey 856D5BE17F0F4E0... Signature Adoption: Pre-selected Style Using IP Address: 50.168.239.186	Sent: 7/3/2024 5:50:33 PM Resent: 7/8/2024 12:58:28 AM Resent: 7/17/2024 12:34:37 PM Viewed: 7/17/2024 12:54:13 PM Signed: 7/17/2024 12:54:38 PM
Cindra Taylor ctaylor@premier-academy.org Executive Director Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 4/29/2019 2:22:31 PM ID: dd0631ab-ed16-4157-9ad0-1f719ad1146f	DocuSigned by: Cindra Taylor 5C5AA730FDE544C... Signature Adoption: Pre-selected Style Using IP Address: 50.168.239.186	Sent: 7/17/2024 12:54:41 PM Viewed: 7/18/2024 8:28:47 AM Signed: 7/18/2024 8:29:56 AM
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	**Completed** Using IP Address: 45.20.200.178	Sent: 7/18/2024 8:29:59 AM Viewed: 7/19/2024 4:41:01 PM Signed: 7/19/2024 4:41:11 PM
Stanley Wilson Stanley.Wilson@fultoncountyga.gov Director Stanley Wilson Security Level: Email, Account Authentication (None)	DocuSigned by: Stanley Wilson 5E4D76DFB4A0450... Signature Adoption: Pre-selected Style Using IP Address: 76.209.103.30	Sent: 7/19/2024 4:41:13 PM Viewed: 7/20/2024 12:15:05 PM Signed: 7/20/2024 12:15:11 PM

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: 24.99.91.51	Sent: 7/20/2024 12:15:13 PM Viewed: 7/23/2024 3:43:04 PM Signed: 7/23/2024 3:52:55 PM
Electronic Record and Signature Disclosure: Accepted: 7/23/2024 3:43:04 PM ID: cf0822dc-75b2-41b5-b413-d7bbbf80461a		
David Lowman David.Lowman@fultoncountyga.gov Security Level: Email, Account Authentication (None)	DocuSigned by: David Lowman 0EC92EDADEFB4B8... Signature Adoption: Pre-selected Style Using IP Address: 73.43.218.125	Sent: 7/23/2024 3:52:58 PM Viewed: 7/23/2024 4:12:30 PM Signed: 7/23/2024 4:15:09 PM
Electronic Record and Signature Disclosure: Accepted: 7/23/2024 4:12:30 PM ID: 1e85be0b-63fa-448d-bd47-25e3f0e2a979		
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: 7/23/2024 4:15:12 PM Viewed: 7/24/2024 10:12:12 AM Signed: 7/24/2024 10:13:16 AM
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: 7/24/2024 10:13:19 AM Viewed: 7/24/2024 12:42:16 PM Signed: 7/24/2024 12:42:26 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: 7/24/2024 12:42:29 PM Viewed: 7/25/2024 7:36:04 AM Signed: 7/25/2024 7:36:09 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 Complliance Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	**Completed** Using IP Address: 45.20.200.178	Sent: 7/25/2024 7:36:13 AM Viewed: 7/25/2024 8:10:48 AM Signed: 7/25/2024 8:10:55 AM

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Atif Henderson Atif.Henderson@fultoncountyga.gov Fulton County Government Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 7/3/2024 5:50:32 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: 7/3/2024 5:50:32 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: 7/3/2024 5:50:33 PM
Dian DeVaughn dian.devaughn@fultoncountyga.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 7/25/2024 8:10:58 AM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	7/3/2024 5:50:33 PM
Certified Delivered	Security Checked	7/25/2024 8:10:48 AM

Envelope Summary Events	Status	Timestamps
Signing Complete	Security Checked	7/25/2024 8:10:55 AM
Completed	Security Checked	7/25/2024 8:10:58 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

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

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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.

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

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.

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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.
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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.

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FULTON COUNTY

CONTRACT DOCUMENTS

FOR

REQUEST FOR PROPOSAL 24RFP013124C-MH

2024 CONSOLIDATED COMMUNITY SERVICES PROGRAM

FOR

DEPARTMENT OF COMMUNITY DEVELOPMENT

OF

FULTON COUNTY, GEORGIA

Docusign Envelope ID: BEB82B7B-3C2E-4DD6-BC85-56BC2B2DEBB3

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 **The Drake House, 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:

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ARTICLE 16. GOVERNING LAW

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ARTICLE I - PARTIES AND TERM:

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

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

(c) Nothing contained in this Agreement shall be 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: Homelessness

CCSP Funding Priority(ies):

Children and Youth: Not Applicable

Disabilities: Not Applicable

Economic Stability: Not Applicable

Health and Wellness: Not Applicable

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Homelessness: Emergency Financial Assistance supported by case management and other supportive services...,Rapid Re-Housing These activities are designed to move homeless people quickly to permanent housing...,Transitional housing bridge housing options for homeless population affected by mental health...

Senior Services: Not Applicable

Veterans Services: Not Applicable

The Drake House, Inc., 2024 CSP The Drake House 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
The Drake House	10500 Clara Dr.	Roswell	GA	30075	2	1,2,3

Approach and Design:

The Drake House, Inc., 2024 CSP The Drake House will provide services to **85** clients that reside in Fulton County, with CCSP funding.

The Drake House, Inc., will provide the following activities and services in Fulton County with CCSP funding:

The Drake House will address "Health & Human Services" in the area of Homelessness. The primary service category of Homelessness will address three funding priorities, rapid rehousing, transitional housing, and emergency financial assistance.

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The Drake House programs will provide qualified families with a rent-free, furnished one or two-bedroom apartment for 90 days, up to 180 days, and comprehensive support services designed to assist the family in working towards self-sufficiency and stable housing. The Drake Village will provide Drake House graduates with up to two years at below-market rate rent with an annual lease.

Support services include our four key components (empowerment planning, case management, career services, and life skills) and youth program enrichment activities. A host of services complement the key components, including a food market (staples and fresh produce, milk, and meat), laundry facility, transportation assistance, mental health counseling, legal and medical assistance, and housing partnerships.

The Drake House builds its programs based on best practices in emergency housing and program support for families experiencing homelessness. We are the only program in North Fulton that provides private emergency residential housing and supportive services for single mothers and their minor children experiencing homelessness. The trauma-informed, client-centered programs offer the opportunity for families to reach long-term financial and housing stability.

We have many significant groups of partners and collaborating agencies that support our program in various ways: intake partners, client service partners, life skills and employment readiness partners, and housing transition partners.

Intake partners assist with the referral process for eligible families by identifying homeless families and providing our application for admission. The Drake House partners with Coordinated Entry, Fulton Country Schools (60 separate schools), North Fulton Community Charities (Roswell), Community Assistance Center (Sandy Springs), Family Haven (North Fulton Domestic Violence), and Family Promise to refer families to our program. They provide our third-party verification of homelessness. Other agencies working with us to offer services to our families include Homestretch, Child Development Association (CDA), Northside Mental Health, and Comprehensive Family Services.

Our client service partners complement our services to meet our residents' basic needs for childcare, clothing, transportation, medical and vision care, and mental health care. These partners provide paid facilitators for weekly Life Skills classes for mothers and teens, employment readiness seminars for the mothers in collaboration with our Career Coach, and volunteer speakers with subject area expertise in personal finance skills, health and wellness, organizational skills, parenting, stress management, child sexual abuse prevention, and employment readiness topics.

The Drake House has over 50 employment partners, including Kimberly Clark, Lexus Nexis, Ryder, WellCare, Marta, Grand Hyatt, State Farm, Synovus Bank, and Verizon. The Drake House works with educational partners to offer certificates and further training to our families to increase income and career opportunities. Our academic partners include The Mauldin Group, Georgia North Fulton Chamber, North Fulton Improvement Network, Gwinnett Technical College, Kennesaw State University, and Mercer University.

The Drake House has established in-kind partnerships, including Fred's Beds, which provides mattresses to the apartments, Heirborn Servants gift automobiles to our families, and Box of Ballons, which provides birthday boxes to our resident children.

Additionally, we continue to partner with 'Neighbor to Neighbor Partners' for apartments, including local businesses and faith-based organizations (Roswell UMC, Rotary Club of Alpharetta, St. David’s Episcopal Church, The Gainey Family, First Financial Security, Northbrook UMC, Kehillat Chain, Roswell Rotary Club, Dunwoody UMC, Lexis Nexis, Roswell Woman’s Club, Mount Pisgah UMC, Christ Fellowship North, Abel Solutions, Pleasant Hill Baptist Church, Roswell Presbyterian Church, World Harvest Church, Kimberly Clark, Northpoint Community Church, Zion Missionary

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Baptist Church, First Baptist Church Roswell, St. James UMC, Northbrook UMC, Alpharetta UMC, Alpharetta Presbyterian Church, Eagles Nest Church, and St. Thomas Aquinas Catholic Church) to serve as advocates for the family and take ownership of an apartment by painting and furnishing it. Volunteers from the organizations work one-on-one with the mother and the children to support and encourage the family during their stay. These volunteers are screened and participate in an advocate training session conducted by Drake House staff.

The Drake House is a member of the Fulton County Continuum of Care, the Continuum of Affordable Housing in North Fulton, the North Fulton Improvement Network. The Drake House will continue to work closely with community partners and municipal leaders to address homelessness issues and provide early intervention to help prevent homelessness.

Designation of CSP Funds:

Based on the awarded amount of **$35,000.00,** 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.

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Cost Category	Designation of CCSP Funding Award
Administrative (5% Admin max of funds awarded.)	$1,750.00
Operational	$0.00
Direct Services	$33,250.00
Total	$35,000.00

Explanation of Funding Details:

The Drake House respectfully requests $35,000 from Fulton County's CSP Grant. The funding will support salaries at $33,250 for Program Management and Delivery (direct services) and $1,750 for grant management (Administration). Program Management salaries include the Director of the Program, Family Services Manager, and Program Coordinators (2).

The Grant Allocation would include:

$ 16,625.00 Family Program Director

$ 16,625.00 Family Services Manager

$1,750.00 Grant Management

Program Performance Measures:

The Drake House, Inc. agrees to track and report program performance to the Fulton County Department of Community Development.

County Defined Performance Measure(s):

Children and Youth: Not Applicable

Disabilities: Not Applicable

Economic Stability: Not Applicable

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Health and Wellness: Not Applicable

Homelessness: Number of community engagements to increase community awareness/prevention,Number of individuals assisted through rapid re-housing,Number of individuals placed in Transitional Housing,Number of individuals whose barriers to self-sufficiency are eliminated/ reduced; paths to self-sufficiency created...

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:

We will collect data on 105 Clients (35 mothers, 70 children) and enter it into the Client Track program and our Salesforce database. Data elements include demographic and economic information, such as a previous address, income and income sources upon entry to the program, during and at exit; employment upon entry to the program, during and at the exit, age, gender, race, ethnicity, number and ages of children, completion of the empowerment plan worksheet, attendance at Life Skills workshops, savings, days in the program, type of housing obtained after leaving program and address. The Drake House has expanded the data collected for all clients in The Drake House Program. This data will enable us to measure progress against our performance objectives.

The following Key Performance Indicators will allow The Drake House to track and adjust comprehensive programming.

The number of individuals whose barriers to self-sufficiency are eliminated/ reduced; paths to self-sufficiency created (Increase in income, access to case or noncash mainstream benefits).

- The Drake House will provide an enrichment program and case coaching to remove barriers for (105) 100% of clients during the short-term crisis housing program
- By the end of the program, 100% of our moms will have attended at least ten Life Skills classes covering personal finances, decision-making, boundary setting, health and wellness, and parenting.

The number of potential instances of homelessness prevented

- If vacancies are not available and families are financially vulnerable, and at risk of homelessness, The Drake House will offer Homeless prevention support by providing or collaborating with community partners to provide hotel vouchers until at vacancies Drake House becomes available
- We will provide (105) 100% of our clients with short-term crisis housing through our Drake House program for 90-180 days.

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- We will provide residential housing for at least 6 teenage boys, keeping them with their families instead of separating them and housing them in a men's shelter.

Number of individuals placed in Transitional Housing

The Drake House will transition 5 (14%) families or 15 people from entering The Drake House will be placed in transitional housing upon graduating from the program. The performance measures indicated above will guide families to financial stability and housing self-sufficiency. Families placed in transitional, affordable housing will benefit from reduced market rents. (Including placement in The Drake Village and other transitional, supportive housing programs in the area)

Number of individuals assisted through rapid re-housing

When families have completed the short-term crisis housing program, but there are no vacancies in The Drake Village, the transitional housing program, the Drake House will offer rapid rehousing services, including short- and mid-term rent supplements to families. (5 families, 10 children – 14% of clients) Families will continue to have access to case, career, and budget coaching. Families will participate in Alumni Meetings.

Agency Defined Performance Measure(s):

Our Case Managers and Career Coach meet one-on-one with our mothers to assess their progress toward empowerment, employment, and finance goals. Agency Performance Indicators guide the empowerment plan and goal setting. The Drake House has been successful due to the one-on-one counseling each of our mothers receives from our professionally trained staff. We measure and track our mothers' success within Client Track and our Salesforce system.

The Drake House will track and collect additional information to inform program performance, including:

1. We will validate through documentation in our database that at least 35 (100%) of our mothers write an individual empowerment plan within one week of entering The Drake House Program
2. We will provide the families at The Drake House with a food and necessities market and a free laundry facility for 100% of families to offset their grocery and laundry expenses.
3. We will provide after-school enrichment and care for all (100%) school-aged children in grades K-8th grade.
4. At least 33 (95%) of our moms will meet at least one goal of their empowerment plan related to employment and obtaining benefits.
5. By the end of the program, 33 (95%) of our moms will have secured employment with an average increase in monthly income of 35%.

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6. By the end of the program, at least 28 (80%) of our families who graduate from our program will move into safe and stable housing within 30 days after leaving the program.

7. All school-aged children (100%) are allowed to remain in their original North Fulton School, with bus transportation provided by the Fulton County School System.

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."**

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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).

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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 **$35,000.00.**

(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.

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(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

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To Contractor:

The Drake House, Inc.
10500 Clara Drive
Roswell, Georgia 30075

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.

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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.

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(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 **The Drake House, 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

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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.

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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

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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.

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STATE OF GEORGIA

COUNTY OF FULTON

FORM F: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services[1] under a contract with **[insert name of prime contractor (Agency)]** The Drake House 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.

91273
EEV/Basic Pilot Program* User Identification Number

The Drake House
Name of Contractor (Agency)

Nesha Mason
BY: Authorized Signature of Officer or Agent of Contractor

President
Title of Authorized Officer or Agent of Contractor of Contractor

Nesha Mason
Printed Name of Authorized Officer or Agent of Contractor

Sworn to and subscribed before me this 22 day of February, 2024.

Notary Public: Dianne B. Berry

County: Fulton

Commission Expires: 3/24/2026

DIANNE B BERRY NOTARY PUBLIC STATE OF GEORGIA MY COMM. EXP. 3/24/2026 FULTON COUNTY GEORGIA

[1]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.

[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].

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STATE OF GEORGIA

COUNTY OF FULTON

FORM G: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT

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

91273

EEV/Basic Pilot Program* User Identification Number of Subcontractor

The Drake House

Name of Subcontractor (Individual/Agency)

Nesha Mason

BY: Authorized Signature Officer or Agent of Subcontractor

President

Title of Authorized Officer or Agent of Subcontractor

Nesha Mason

Printed Name of Authorized Officer or Agent of Subcontractor

Sworn to and subscribed before me this 22 day of February, 2024.

Notary Public: Dianne B. Berry

County: Fulton

Commission Expires: 3/24/2026

DIANNE B BERRY NOTARY PUBLIC STATE OF GEORGIA MY COMM. EXP. 3/24/2026 FULTON COUNTY GEORGIA

[3]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.

[4]*[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].

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/18/2024

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
Edgewood Partners Insurance Agency
3780 Mansell Rd
Ste 370
Alpharetta CA 30022

CONTACT NAME: Greyling Certificate Specialist
PHONE (A/C, No, Ext): 770-552-4225 **FAX (A/C, No):**
E-MAIL ADDRESS: greylingcerts@greyling.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Alliance of Nonprofits for Ins, RRG Inc	10023
INSURER B : QBE Insurance Corporation	39217
INSURER C : Wesco Insurance Company	25011
INSURER D :	
INSURER E :	
INSURER F :	

INSURED THEDRAKE
The Drake House
10500 Clara Drive
Roswell GA 30075

COVERAGES **CERTIFICATE NUMBER:** 157650935 **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	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:			202321586	8/4/2023	8/4/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 1,000,000 $ 500,000 $ 20,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			202321586	8/4/2023	8/4/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ $ $ $
A	**UMBRELLA LIAB** X OCCUR X **EXCESS LIAB** CLAIMS-MADE DED RETENTION $			20232158UMB	8/4/2023	8/4/2024	EACH OCCURRENCE AGGREGATE 	$ 5,000,000 $ 5,000,000 $
C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WSS366748	9/1/2023	9/1/2024	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 500,000 $ 500,000 $ 500,000
A B	Directors & Officers Liability Accident			202321586 MHH010307	8/4/2023 8/4/2023	8/4/2024 8/4/2024	Limit Aggregate Accident Deductible	$1,000,000 $1,000,000 $250

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: Consolidated Community Service Program 2024.

CERTIFICATE HOLDER

Fulton County Government
141 Pryor St. SW
Atlanta GA 30303

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Gregg Bodenheimer

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

OWNER:

FULTON COUNTY, GEORGIA

DocuSigned by:
Robert L. Pitts
BA715B1A26544E7...

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST:

DocuSigned by:
Tonya R. Grier
EEC476C4837648D...

Tonya R. Grier
Clerk to the Commission

(Affix County Seal)

DocuSigned by:

CONTRACTOR:

VENDOR NAME **The Drake House, Inc.**

DocuSigned by: Name of Signatory: Nesha Mason
Nesha Mason
AF91D96503094AA... Title of Signatory: President

Authorized Signature

ATTEST:

DocuSigned by: Name of 2nd Signatory: **Dianne Berry**
Dianne Berry
E6BEA43028EF458... Title of 2nd Signatory: **Operations Director**

Second Authorized Signature

(Affix Corporate Seal, if applicable)

DocuSigned by:

APPROVED AS TO FORM:

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

DocuSign

Certificate Of Completion

Envelope Id: BEB82B7B3C2E4DD6BC8556BC2B2DEBB3
Status: Completed
Subject: Please DocuSign: 2024 CCSP Contract-The Drake House Inc.-BOC Agenda#24-0350
Parcel ID:
Employee Name:
Source Envelope:
Document Pages: 24
Signatures: 6
Envelope Originator:
Certificate Pages: 7
Initials: 0
Cherie Williams
AutoNav: Enabled
Stamps: 2
141 Pryor Street
EnvelopeId Stamping: Enabled
Purchasing & Contract Compliance, Suite 1168
Time Zone: (UTC-05:00) Eastern Time (US & Canada)
Atlana, GA 30303
Cherie.Williams@fultoncountyga.gov
IP Address: 136.55.230.223

Record Tracking

Status: Original
6/25/2024 8:38:19 PM
Holder: Cherie Williams
Cherie.Williams@fultoncountyga.gov
Location: DocuSign
Security Appliance Status: Connected
Pool: StateLocal
Storage Appliance Status: Connected
Pool: Fulton County Government
Location: DocuSign

Signer Events	Signature	Timestamp
Nesha Mason nmason@thedrakehouse.org Executive Director The Drake House Security Level: Email, Account Authentication (None)	DocuSigned by: Nesha Mason AF91D96503094AA... Signature Adoption: Pre-selected Style Using IP Address: 96.84.161.153	Sent: 6/25/2024 8:42:22 PM Resent: 6/28/2024 5:03:42 PM Resent: 7/1/2024 3:57:49 PM Resent: 7/2/2024 9:18:31 AM Viewed: 7/2/2024 10:29:42 AM Signed: 7/2/2024 10:31:09 AM
Electronic Record and Signature Disclosure: Accepted: 4/28/2020 2:17:11 PM ID: c143ff26-7715-4abe-81c2-cd816df6eaa6		
Dianne Berry dberry@thedrakehouse.org Security Level: Email, Account Authentication (None)	DocuSigned by: Dianne Berry E6BEA43028EF458... Signature Adoption: Pre-selected Style Using IP Address: 96.84.161.153	Sent: 7/2/2024 10:31:12 AM Resent: 7/8/2024 12:59:15 AM Viewed: 7/8/2024 10:11:24 AM Signed: 7/8/2024 10:15:10 AM
Electronic Record and Signature Disclosure: Accepted: 7/8/2024 10:11:24 AM ID: 6a2fc31e-4b20-40e9-a69d-c27dc9ccfeaa		
Mark Hawks2 mark.hawks@fultoncountyga.gov Chief Assistant Purchasing Agent Purchasing and Contract Complliance Security Level: Email, Account Authentication (None)	**Completed** Using IP Address: 45.20.200.178	Sent: 7/8/2024 10:15:13 AM Viewed: 7/10/2024 10:08:38 AM Signed: 7/10/2024 10:08:48 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Signer Events	Signature	Timestamp
Stanley Wilson Stanley.Wilson@fultoncountyga.gov Director Stanley Wilson Security Level: Email, Account Authentication (None)	DocuSigned by: Stanley Wilson 5E4D76DFB4A0450... Signature Adoption: Pre-selected Style Using IP Address: 76.209.103.30	Sent: 7/10/2024 10:08:52 AM Resent: 7/17/2024 12:35:07 PM Viewed: 7/17/2024 12:49:11 PM Signed: 7/17/2024 12:49:19 PM
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: 74.174.59.4	Sent: 7/17/2024 12:49:22 PM Viewed: 7/17/2024 1:42:05 PM Signed: 7/17/2024 1:43:51 PM
Electronic Record and Signature Disclosure: Accepted: 7/17/2024 1:42:05 PM ID: 578123fa-8c13-4163-b59c-f6ecbc79c09a		
David Lowman David.Lowman@fultoncountyga.gov Security Level: Email, Account Authentication (None)	DocuSigned by: David Lowman 0EC92EDADEFB4B8... Signature Adoption: Pre-selected Style Using IP Address: 74.174.59.4	Sent: 7/17/2024 1:43:54 PM Viewed: 7/17/2024 1:47:54 PM Signed: 7/17/2024 1:50:12 PM
Electronic Record and Signature Disclosure: Accepted: 7/17/2024 1:47:54 PM ID: 73f88480-ce92-4944-b253-0a9d2dcb132a		
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: 7/17/2024 1:50:15 PM Viewed: 7/17/2024 2:23:25 PM Signed: 7/17/2024 2:24:50 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: 136.226.3.94	Sent: 7/17/2024 2:24:53 PM Viewed: 7/17/2024 2:46:16 PM Signed: 7/17/2024 2:46:21 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: 74.174.59.10	Sent: 7/17/2024 2:46:25 PM Viewed: 7/18/2024 10:22:13 AM Signed: 7/18/2024 10:22:19 AM
Electronic Record and Signature Disclosure:		

Signer Events	Signature	Timestamp
Accepted: 3/16/2018 10:54:59 AM ID: f3f241e8-3027-4447-9476-6cf20ae25dd4		
Mark Hawks3 mark.hawks@fultoncountyga.gov Chief Assistant Purchasing Agent Purchasing and Contract Complliance Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	**Completed** Using IP Address: 45.20.200.178	Sent: 7/18/2024 10:22:23 AM Viewed: 7/19/2024 4:42:38 PM Signed: 7/19/2024 4:42:45 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: 6/25/2024 8:42:21 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: 6/25/2024 8:42:21 PM Resent: 7/19/2024 4:42:53 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: 6/25/2024 8:42:22 PM
Dian DeVaughn dian.devaughn@fultoncountyga.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 7/19/2024 4:42:49 PM Viewed: 7/19/2024 5:01:53 PM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/25/2024 8:42:21 PM
Certified Delivered	Security Checked	7/19/2024 4:42:38 PM
Signing Complete	Security Checked	7/19/2024 4:42:45 PM
Completed	Security Checked	7/19/2024 4:42:49 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.

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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.

Docusign Envelope ID: B1801303-9119-4030-BC64-0952E8700A18

FULTON COUNTY

CONTRACT DOCUMENTS

FOR

REQUEST FOR PROPOSAL 24RFP013124C-MH

2024 CONSOLIDATED COMMUNITY SERVICES PROGRAM

FOR

DEPARTMENT OF COMMUNITY DEVELOPMENT

OF

FULTON COUNTY, GEORGIA

Docusign Envelope ID: B1801303-9119-4030-BC64-0952E8700A18

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 **Crossroads Community Ministries, 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:

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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

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ARTICLE 16. GOVERNING LAW

ARTICLE 17. JURISDICTION

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ARTICLE I - PARTIES AND TERM:

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

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

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

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

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

ARTICLE II - SCOPE OF CONTRACTOR'S DUTIES:

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

SCOPE OF WORK:

Consolidated Community Services Program (CCSP)

CCSP Service Category: Economic Stability/Poverty

CCSP Funding Priority(ies):

Children and Youth: Not Applicable

Disabilities: Not Applicable

Economic Stability: Not Applicable

Health and Wellness: Not Applicable

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Homelessness: Emergency Financial Assistance supported by case management and other supportive services...

Senior Services: Not Applicable

Veterans Services: Not Applicable

Crossroads Community Ministries, Inc., Door-To-Door Housing 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
Crossroads Community Ministries, Inc.	420 Courtland Street, NE	Alanta	GA	30308	4	1,2,4,5,6

Approach and Design:

Crossroads Community Ministries, Inc., Door-To-Door Housing Program will provide services to **50** clients that reside in Fulton County, with CCSP funding.

Crossroads Community Ministries, Inc., will provide the following activities and services in Fulton County with CCSP funding:

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Activities and Services Provided: Crossroads' primary purpose has traditionally focused on providing access to programs and resources intended to empower people experiencing homelessness so they may progress on the road toward economic and personal stability. We work with Fulton County residents to equip them with tools and essentials necessary to break the cycle of homelessness in an effort to achieve economic stability through the attainment of personal health and safety, gainful employment, stable housing and overall self-sufficiency. With so many children and adults impacted by the economic challenges in our community, Crossroads remains committed to providing increased resources over the next year and beyond. We will serve up to 50 Fulton County households through our Door-To-Door Housing program. This will include connecting them with our Case Managers to determine their needs, as well as our Housing Specialist assess needs in regards to financial assistance related to secure permanent housing or emergency rent and utility assistance for those who are imminently at-risk of homelessness. We anticipate 70% of households will maintain their existing home and avoid evictions or utilities disconnected, and 100% of households served will be able to successfully move into a permanent home.

How Activities and Services will be Accomplished: Through our Case Managers and Housing Specialists, qualifying candidates will complete orientation and intake at Crossroads and provide proof of continuing income, which may include government benefits. Any documentation needs can be resolved through our existing programs, including the use of our address for applications or to receive mail. Case managers will work with each client to develop an Individual Service Plan (ISP), including a monthly budget, that will increase the likelihood of maintaining their housing.

The Crossroads Housing Specialist will connect participants to landlords within our network of community partnerships (we have established relationships with landlords who are willing to accept tenants who may have lower credit scores or previous evictions). Once the participant has been approved for housing, Crossroads will coordinate payment of initial fees for move-in (security deposit, administrative fees, furniture). After move-in, the housing specialist provides extended support for an additional 90 days through case management, referrals to other needed services, accountability to meet stability plan goals, budgeting training, etc.

Since our inception in 1996, Crossroads has always been there for thousands of homeless men, women and children as they take their first steps toward ending their homelessness and moving along the path toward economic self-sufficiency. Fundamental services we offer include individual counseling and assessment, case management, mailing address and mailbox access, birth certificate and identification services, MARTA passes, healthcare, daily meals, and employment and job training navigation.

Due to the comprehensive nature and diverse offerings of our programs, the length of time an individual or family may spend accessing our programs for help may vary. Some guests only access our food kitchen daily, while others may access all components of programs. It mostly depends on what stage of stability they are when they come to us. Some guests may matriculate through programs and have their needs met more quickly than others. The housing assistance program is about four months, from start to finish. The comprehensive program which may include housing, counseling, case management and other services averages about 9 to 12 months.

Crossroads' core programs align with the "support the vulnerable residents in our social services" as defined by the priority related to the following:

- Number of people who receive permanent supportive housing and support services
- Percentage change in the homeless population year to year

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This program aligns with the Homelessness Service Category. The priorities which the Crossroads Door-To-Door Housing program will address include:

- Emergency Financial Assistance supported by case management and other supportive services (i.e., rent and utility assistance, security/utility deposits, food, transportation)

Through the Door-To-Door Housing program, we will provide permanent supportive housing and support services to individuals and families experiencing or imminently at risk of homelessness in the Fulton County District 4 community. Neighbors will benefit from financial housing assistance, as well as support services provided through our team of Case Managers and Housing Specialist. Their work focuses on helping individuals and families we serve become self-sufficient through use of wrap-around services including mailing address and mailbox access, birth certificate and identification services, MARTA passes for access to healthcare and job interviews, etc.); and access to nutritious meals provided 5 days each week. These services will directly decrease the percentage of people experiencing or at risk of homelessness in the Fulton County District 4 community.

Community Collaborative Partners: Crossroads works with several collaborative community partnerships to help serve those who access our services. Over 3,300 individuals come to us each year in need of personal identification, such as birth certificates, state IDs and social security cards. Identification is crucial for an independent and self-sufficient life, as it is a primary requirement in obtaining employment and housing. Crossroads provides identification services at no cost, by contacting the birth state of participants on their behalf. If a Georgia state-issued ID is needed, Crossroads provides vouchers and assistance completing necessary paperwork.

Several non-profit partners refer Guests to Crossroads for documentation and housing assistance, along with other support services. They include (1) Atlanta Mission, (2) HOPE Atlanta, (3) City of Refuge, (4) Salvation Army, and (5) The Gateway Center. (6) St. Luke's Episcopal Church provides long-term volunteers to staff many of our programs. (7) The Furniture Bank assists Crossroads with furniture for women and children, who are placed in a safe, secure home. (8) Crossroads refers Guests to Mercy Care's facility on Decatur Street for medical treatment. (9) Richmont University counselors provide mental health services on-site one day per week, and financial counselors from Front-line Housing offer two monthly financial literacy classes.

The Gateway Center provides homelessness diversion services on-site at Crossroads one day per week. Crossroads refers guests to the Gateway Center for access to showers; laundry services; clothing services; and referrals to other support services and housing resources as appropriate.

We also partner with PTSGA who provides HIV and STD testing. Additionally, we have partnerships with MercyCare and Fulton County Department of Behavioral Health who offer a variety of physical/behavioral medical supports, both directly onsite here at Crossroads as well as via referrals to their facilities.

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.

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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.)	$0.00
Operational	$0.00
Direct Services	$40,000.00
Total	$40,000.00

Explanation of Funding Details:

Funding will be used to support the Crossroads Door-To-Door Housing program as follows:

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$40,000 will be used to supplement 2 Full-time Case Managers ($26,666.00) and 1 Housing Specialist ($13,333.00) who work directly with clients to connect clients with permanent housing solutions, financial housing assistance, as well as support services including wrap-around services such as mailing address and mailbox access, birth certificate and identification services, MARTA passes for access to healthcare and job interviews, etc.); and access to nutritious meals provided 5 days each week.

Program Performance Measures:

Crossroads Community Ministries, Inc. agrees to track and report program performance to the Fulton County Department of Community Development.

County Defined Performance Measure(s):

Children and Youth: Not Applicable

Disabilities: Not Applicable

Economic Stability: Not Applicable

Health and Wellness: Not Applicable

Homelessness: Number of individuals placed in Permanent Supportive Housing,Number of individuals receiving emergency financial assistance,Number of individuals whose barriers to self-sufficiency are eliminated/ reduced; paths to self-sufficiency created... ,Number of potential instances of homelessness prevented

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:

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Crossroad's goals are to equip participants with tools and essentials necessary to break the cycle of homelessness and achieve economic stability through the attainment of personal health and safety, gainful employment, stable housing and overall self-sufficiency.

When an individual or family arrives at Crossroads, they are immediately Case Managers, who assesses their unique needs and registers them into the ClientTrack case management system. Crossroads case managers are specially trained in trauma-informed care and provide extended case management to those who may need it. Case Managers recommend supportive services that help ensure each person's needs and goals are pursued and achieved.

Twelve-month program goals include:

1. Week 1 of accessing Crossroads: Connect participants with Case Managers, who will work with them to provide services including individual counseling and assessment, registration into the ClientTrack case management database, establishment of a mailing address, assistance acquiring state-issued identification and birth certificates, MARTA cards, and on-site healthcare through our community partnerships.
    a. Expected outcome: 80% of participants will receive access to mail, which is a lifeline for more than 300 of our guests who depend on this to receive benefit checks, medical reports, prescriptions, medical equipment and other vital documents.
2. First 30 days of accessing Crossroads: Provide housing assistance to up to 50 households in Fulton County District 4 by providing assistance with moving costs related to securing permanent housing; and emergency rent and utility assistance to individuals/families currently in their own housing who are imminently at-risk of homelessness.
    a. Expected outcome: 70% of households experiencing a housing crisis will have their homelessness prevented or ended.
3. Monday – Friday of each week: Provide daily nutritional meals through Crossroads Clyde's Kitchen to 175 adults and children six days per week.
    a. Expected outcome: 100% of children and families served will receive meals 5 days per week.

Crossroads uses data and evaluation results to develop our strategic planning, gauge our progress and introduce new programs. We make adjustments as necessary if performance or impact targets are not met. Additionally, we remain in constant communication with our program staff to determine where improvements may be needed. We utilize feedback from program participants to ensure that we are providing beneficial stabilization services, and may adjust as needs change.

Crossroads tracks the number of clients with a housing crisis who receive emergency prevention assistance within 12 months. The Crossroads Case Managers and Housing Specialist maintain ongoing follow up with those who receive housing assistance and serves as a resource to help ensure residents are able to stay in their homes.

Crossroads also tracks the number of participants who access programs for stabilization services. We have a number of guests who only access our programs for daily meals. For that reason, Crossroads tracks the number of meals we provide through our kitchen separately. Upon entry into other programs outside of the kitchen, participants are registered into the ClientTrack case management system. Participant progress is monitored throughout the program to include tracking the number of individuals who receive housing assistance, MARTA passes, and healthcare services. Additionally, Crossroads tracks the number of birth certificates and identifications ordered on behalf of participants in need of documentation, as well as the number of guests who receive regular mail through our mailroom.

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Agency Defined Performance Measure(s):

Through our tracking and evaluation methods, we will measure and report on the following performance measures:

- Number of potential instances of homelessness prevented
- Number of individuals placed in Permanent Supportive Housing
- Number of individuals receiving emergency financial assistance

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.

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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

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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

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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:

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

To Contractor:

Crossroads Community Ministries, Inc.
P.O. Box 55397
Atlanta, Georgia 30308

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

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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

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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 **Crossroads Community Ministries, 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

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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

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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

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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.

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STATE OF GEORGIA

COUNTY OF FULTON

FORM F: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services[1] under a contract with **[insert name of prime contractor (Agency)]** Crossroads Community Ministries 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.

296958
EEV/Basic Pilot Program* User Identification Number

Crossroads Community Ministries
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

Tony Johns
Printed Name of Authorized Officer or Agent of Contractor

Sworn to and subscribed before me this 23rd day of February 2024.

Notary Public:

County: Douglas

Commission Expires: 12/13/2027

WHITNEY JOHNS NOTARY PUBLIC DOUGLAS COUNTY, GEORGIA

[1]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.

[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].

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STATE OF GEORGIA

COUNTY OF FULTON

FORM G: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT

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

296958
EEV/Basic Pilot Program* User Identification Number of Subcontractor

Tony Johns / Crossroads Community Ministries
Name of Subcontractor (Individual/Agency)

BY: Authorized Signature Officer or Agent of Subcontractor

Executive Director
Title of Authorized Officer or Agent of Subcontractor

Tony Johns
Printed Name of Authorized Officer or Agent of Subcontractor

Sworn to and subscribed before me this 23rd day of February, 2024.

Notary Public

County: Douglas

Commission Expires: 12/13/2027

WHITNEY JOHNS NOTARY PUBLIC DOUGLAS COUNTY, GEORGIA

[3]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.

[4]*[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].

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/23/2024

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 Crossroads Community Ministries, Inc. PO Box 55397 Atlanta GA 30308	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Berkley Regional Ins. Co. **INSURER B :** National Liability & Fire Ins. **INSURER C :** **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	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y		HHS 8525789-17	01/21/2024	01/21/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 3,000,000 $ 3,000,000
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			HHS 8525789-17	01/21/2024	01/21/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	[X] UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [ ] RETENTION $			HHS 8525789-17	01/21/2024	01/21/2025	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC-2024-81524-00	01/01/2024	01/01/2025	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A	Professional Liability			HHS 8525789-17	01/21/2024	01/21/2025	General Aggregate Each Occurrence Abuse & Molestation	$3,000,000 $1,000,000 $1,000,000

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

Certificate holder is a "Additional Insured" per the Coverage Form attached to policy.

CERTIFICATE HOLDER

Fulton County Government
141 Pryor Street SW
Atlanta GA 30303

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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

OWNER:

FULTON COUNTY, GEORGIA

DocuSigned by:
Robert L. Pitts
BA715B1A26544E7...

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST:

DocuSigned by:
Tonya R. Grier
EEC476C4837648D...

Tonya R. Grier
Clerk to the Commission

DocuSigned by:

(Affix County Seal)

CONTRACTOR:

VENDOR NAME **Crossroads Community Ministries, Inc.**

DocuSigned by: Name of Signatory: Tony Johns
Tony Johns Title of Signatory: Executive Director
80C423342DCF4E4...

Authorized Signature

ATTEST:

DocuSigned by: Name of 2nd Signatory: **Seth Lingenfelter**
Title of 2nd Signatory: **Director of Operations**
6CB1FE12AE3648F...

Second Authorized Signature

(Affix Corporate Seal, if applicable)

APPROVED AS TO FORM:

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

DocuSign

Certificate Of Completion

Envelope Id: B180130391194030BC640952E8700A18
Status: Completed
Subject: Please DocuSign: 2024 CCSP Contract-Crossroads Community Ministries, Inc.-BOC Agenda#24-0350
Parcel ID:
Employee Name:
Source Envelope:

Document Pages: 25
Certificate Pages: 7
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Signatures: 6
Initials: 0
Stamps: 1

Envelope Originator:
Cherie Williams
141 Pryor Street
Purchasing & Contract Compliance, Suite 1168
Atlana, GA 30303
Cherie.Williams@fultoncountyga.gov
IP Address: 136.55.230.223

Record Tracking

Status: Original
6/18/2024 2:39:24 PM
Security Appliance Status: Connected
Storage Appliance Status: Connected

Holder: Cherie Williams
Cherie.Williams@fultoncountyga.gov
Pool: StateLocal
Pool: Fulton County Government

Location: DocuSign
Location: DocuSign

Signer Events	Signature	Timestamp
Tony Johns tony@crossroadsatlanta.org Executive Director Crossroads Community Ministries Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 5/4/2020 7:47:02 PM ID: 84bd7a9a-4e4a-47c5-a87e-154622b4268b	DocuSigned by: Tony Johns 80C423342DCF4E4... Signature Adoption: Pre-selected Style Using IP Address: 50.202.184.2	Sent: 6/18/2024 2:47:06 PM Viewed: 6/18/2024 2:55:08 PM Signed: 6/18/2024 2:55:58 PM
Seth Lingenfelter slingenfelter@crossroadsatlanta.org Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 7/8/2024 8:38:49 AM ID: 8c0fc870-b481-4303-993c-3a8e77652fd3	DocuSigned by: 6CB1FE12AE3648F... Signature Adoption: Drawn on Device Using IP Address: 50.202.184.2	Sent: 6/18/2024 2:56:00 PM Resent: 6/20/2024 1:35:28 PM Resent: 6/28/2024 5:01:35 PM Resent: 7/1/2024 3:58:28 PM Resent: 7/2/2024 9:17:55 AM Resent: 7/8/2024 12:59:34 AM Resent: 7/8/2024 1:00:52 AM Viewed: 7/8/2024 8:38:49 AM Signed: 7/8/2024 8:39:54 AM
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	**Completed** Using IP Address: 45.20.200.178	Sent: 7/8/2024 8:39:56 AM Viewed: 7/10/2024 10:09:04 AM Signed: 7/10/2024 10:09:08 AM

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Stanley Wilson Stanley.Wilson@fultoncountyga.gov Director Stanley Wilson Security Level: Email, Account Authentication (None)	DocuSigned by: Stanley Wilson 5E4D76DFB4A0450... Signature Adoption: Pre-selected Style Using IP Address: 76.209.103.30	Sent: 7/10/2024 10:09:11 AM Resent: 7/17/2024 12:35:10 PM Viewed: 7/17/2024 12:48:10 PM Signed: 7/17/2024 12:48:21 PM
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Lauren Hansford lauren.hansford@fultoncountyga.gov Security Level: Email, Account Authentication (None)	**Completed** Using IP Address: 74.174.59.4	Sent: 7/17/2024 12:48:24 PM Viewed: 7/17/2024 1:45:30 PM Signed: 7/17/2024 1:46:46 PM
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David Lowman David.Lowman@fultoncountyga.gov Security Level: Email, Account Authentication (None)	DocuSigned by: David Lowman 0EC92EDADEFB4B8... Signature Adoption: Pre-selected Style Using IP Address: 74.174.59.4	Sent: 7/17/2024 1:46:49 PM Viewed: 7/17/2024 1:50:56 PM Signed: 7/17/2024 1:52:08 PM
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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: 7/17/2024 1:52:11 PM Viewed: 7/17/2024 2:25:04 PM Signed: 7/17/2024 2:25:52 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: 7/17/2024 2:25:54 PM Viewed: 7/17/2024 2:47:43 PM Signed: 7/17/2024 2:47:48 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: 74.174.59.10	Sent: 7/17/2024 2:47:51 PM Viewed: 7/18/2024 10:21:07 AM Signed: 7/18/2024 10:21:16 AM
Electronic Record and Signature Disclosure:		

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Mark Hawks3 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	**Completed** Using IP Address: 45.20.200.178	Sent: 7/18/2024 10:21:20 AM Viewed: 7/19/2024 4:43:29 PM Signed: 7/19/2024 4:43:35 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: 6/18/2024 2:47:04 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: 6/18/2024 2:47:05 PM Resent: 7/19/2024 4:43:43 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: 6/18/2024 2:47:05 PM
Dian DeVaughn dian.devaughn@fultoncountyga.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 7/19/2024 4:43:39 PM Viewed: 7/19/2024 5:13:02 PM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/18/2024 2:47:05 PM
Certified Delivered	Security Checked	7/19/2024 4:43:29 PM
Signing Complete	Security Checked	7/19/2024 4:43:35 PM
Completed	Security Checked	7/19/2024 4:43:39 PM

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

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FULTON COUNTY

CONTRACT DOCUMENTS

FOR

REQUEST FOR PROPOSAL 24RFP013124C-MH

2024 CONSOLIDATED COMMUNITY SERVICES PROGRAM

FOR

DEPARTMENT OF COMMUNITY DEVELOPMENT

OF

FULTON COUNTY, GEORGIA

Docusign Envelope ID: 4603F69F-E865-4E83-A0D9-0DC705286391

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 **Making A Way Housing, 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:

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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

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ARTICLE I - PARTIES AND TERM:

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

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

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

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

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

ARTICLE II - SCOPE OF CONTRACTOR'S DUTIES:

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

SCOPE OF WORK:

Consolidated Community Services Program (CCSP)

CCSP Service Category: Economic Stability/Poverty

CCSP Funding Priority(ies):

Children and Youth: Not Applicable

Disabilities: Not Applicable

Economic Stability: Access to digital literacy training for middle skill jobs-earn & learn models allowing job seekers to meet basic needs...,Career Exploration/ re engagement with educational systems by opportunity youth. Access to educational resources...,Emergency Financial Assistance

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inclusive of Rental and Mortgage assistance as well as Utility assistance,Improved access to economic opportunities programs/resources focused on foundational education...,Training Job Development Employment which leads to self sufficiency Ex offender support services...

Health and Wellness: Not Applicable

Homelessness: Not Applicable

Senior Services: Not Applicable

Veterans Services: Not Applicable

Making A Way Housing, Inc, Favored To Win! Employment Services Program (F2W!-ESP) 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
Favored To Win!	377 Westchester Boulevard Northwest	Atlanta	GA	30314	4	4

Approach and Design:

Making A Way Housing, Inc, Favored To Win! Employment Services Program (F2W!-ESP) will provide services to **30** clients that reside in Fulton County, with CCSP funding.

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Making A Way Housing, Inc, will provide the following activities and services in Fulton County with CCSP funding:

1. Identifies specific activities and services that will be provided to support one or more CSP funding priorities.

The activities and services provided through F2W!-ESP support CCSP's Economic Stability/Poverty funding priority. The Favored To Win! Employment Services Program (F2W!-ESP) is a job readiness assessment and training program designed to assist the most disadvantaged individuals from underserved homeless populations by tailoring employment services to address their barriers, needs, and strengths. F2W!-ESP combines case management, vocational assessments, skill-building sessions, and a 4-week job readiness training program to help homeless individuals gain the knowledge and skills needed to become employable and self-sufficient.

Although the organization's initial focus was to provide decent, affordable supportive housing, a more inclusive continuum of care program model was adopted to address the multi-faceted nature of problems homeless and chronically homeless individuals face. Today, MAWH offers support services and resident access to a wealth of community resources, including case management, comprehensive referral services, transportation, and onsite support groups and life-skills training. The dedicated program staff assists formerly homeless and chronically homeless individuals with obtaining gainful employment, learning to cope with and manage mental illness, achieving long-lasting substance abuse recovery, and reintegrating back into the community as productive, independent citizens.

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

Making A Way Housing (MAWH) operates a gated housing community situated on 4-acres of land, located in southwest Atlanta's Grove Park neighborhood, which operates 24/7 year-round. MAWH provides emergency shelter, supportive transitional and permanent housing, and a pre-recovery program for single adults facing complex challenges related to chronic homelessness, substance addiction, mental illness, and HIV/AIDS. The facility consists of 66-two bedroom, one-bath apartment units and a 25-bed emergency shelter. Community spaces and supplemental services include a conference room, recreation room, fitness facility, laundry room, a clothes

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closet, and food pantry. Free meals are served daily, and the facility is conveniently located along a MARTA public transportation route.

Participants accepted into MAWH's emergency and transitional housing program participate in monthly workshops and groups designed to address various issues that lead to housing instability. The participants begin to attend seminars within 7 days of their program acceptance. They must attend all MAWH mandatory meetings and at least 2 optional workshops/groups per month until completion of the program. Participants may attend more than the required number of workshops/groups during the month. The available workshop options include:

- Weekly MAWH Community Meeting (mandatory for ALL MAWH residents): Weekly informal resident assemblies to discuss certain residential happenings, issues, problems, and to vote on decisions that affect the entire MAWH community.
- Disease Concepts Group: Weekly groups designed to educate residents on the disease of addiction. The groups highlight the biological, neurological, genetic, and environmental sources of addiction and offer participants a safe, supportive space.
- Healthy Love/ HIV 101: A monthly workshop that provides education and risk reduction strategies to educate those who are at risk for the disease, as well as those who have the disease. Sessions offer an in-depth overview of HIV, its impact on the body, and how the medication works. The importance of adherence to medical care is also discussed.
- Financial Literacy: A series of workshops addresses budgeting, financial planning, and credit. The goal is to provide basic to intermediate financial education.
- Life Skills: Monthly learning sessions that teach the necessary skills every adult needs to manage their life. These include but are not limited to: personal hygiene, clothing care (laundry, ironing, basic sewing); personal finance (checkbook and banking skills); travel training; apartment management (kitchen and bathroom clean up, vacuuming, bed making, etc.)
- Population Specific Peer-Support Groups: Weekly groups covering population-specific (heterosexual women, heterosexual men, MSM, and LGBTQI) topics in behavioral health and coping. Assists participants in obtaining and increasing their social support network.
- Employment Training & Leadership Skills: Designed to assist individuals with acquiring and improving skills to enhance one's ability to obtain and or maintain employment. Discussions around improving leadership skills to increase the likelihood of job stability and promotion.

All participants accepted into MAWH Programs must commit to abide by the MAWH's program policies and procedures with a primary emphasis on compliance with the zero-tolerance, drug-free approach. Participants are also responsible for submitting documentation of group/meeting attendance. Participants are not covered by a 3rd party Payor (e.g. Traveler's Aid, Living Room,

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etc.). According to one's ability to pay; residents are required to contribute to their monthly housing expenses. The amount of the tenant's rental amount or portion contribution is determined at intake and reviewed quarterly. A record of all workshops attended by participants will be maintained in the participant's file and the Case Manager must document the client's monthly progress on their ISP and log notes into the Pathways tracking system.

The initial intake process into the MAWH's program generally occurs through the Damascus Inn Shelter Program. Damascus Inn is a 25-bed emergency shelter that provides homeless men and women with an address to call their own. At the same time, they focus on the initial stages of recovery from substance abuse, mental health afflictions, and HIV/AIDS. One of the initial aspects touched upon includes helping residents obtain vital documents to begin preparing to transition into supportive housing and outpatient treatment programs. Once shelter residents achieve sobriety for 30 days, they have the option to transition into one of our other supportive housing programs, Gilead's Place or Daniel's Place. Eighty-two percent (82%) of Damascus Inn residents usually transition from the shelter into one of these supportive housing programs. These programs provide affordable transitional and permanent supportive housing at discounted rates, averaging two-thirds of the fair market value.

Intensive case management continues as the emphasis is placed on continued recovery and employment. Through case management, clients gain access to health care, life skills training, literacy classes, workforce development training, a computer lab for resumes and job searches, and a food pantry for the individuals waiting for food stamp allocation or meals on wheels, and transportation to medical appointments. After leaving the MAWH Compound, the staff remains in contact with participants for up to 6 months to provide guidance and continued support and collect follow-up data.

Case Managers conduct an intake to MAWH residential programs and facilitate essential linkages for homeless and chronically homeless individuals to health and social services, including primary medical care and mental health counseling. Professional Case Workers are assigned to each client to assist in developing individualized care plans that identify relevant services needed to support the achievement of care plan goals. If a desire to work or receive training is identified, the client is referred to an Employment Specialist for an in-depth vocational assessment and to create an individual vocational career plan.

Clients participate in learning sessions that teach basic skills every adult needs to manage their life. These skills include but are not limited to: personal hygiene, clothing care (laundry, ironing, basic sewing); personal finance (checkbook and banking skills), travel training, and apartment

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management (kitchen and bathroom clean up, vacuuming, bed making, etc.). Clients also attend a series of financial literacy workshops that address budgeting, financial planning, and credit to provide a basic intermediate financial education. Clients also participate in skill-building sessions for employment and leadership training. These sessions are designed to assist individuals with acquiring and improving skills to enhance their ability to obtain or maintain employment. Discussions around improving leadership skills in order to increase the likelihood of job stability and promotion.

The program provides clients with a Job Readiness and Retention Training Program, a 4-week course that meets every Wednesday of the month from 9:00am to 12:30pm. The program includes sessions on: Orientation and Goal Setting; Communication Skills; Workplace Expectations; Interview Techniques; Effective Resume; Dress for Success; Employment Applications; and Job Searching.

The MAWH program provides safe affordable housing with rental fees determined by household income and does not exceed 30% of residents' monthly after-tax income. There are no fees to receive emergency shelter services and all MAWH residents receive case management and supportive services, regardless of whether they are housed in our emergency, transitional or permanent housing program. The program works to increase financial literacy, budgeting skills, and access to gainful employment of the clients increases their potential for economic stability. The program also creates individualized service plans for each resident that identify and address personal and developmental barriers, including literacy, comprehension, and continuing education. Lastly, the program strives to alleviate hunger amongst our residents by providing nutritional meals, emergency food boxes and/or carry-over groceries for all clients, and three meals a day for our emergency shelter residents.

3. Fulton County "Health and Human Services" Key Performance Indicator(s)

- 20 out of 20 program participants (100%) will receive permanent supportive housing and support services.

- Percentage change in the homeless population year to year. Case Managers/Intake staff will collect baseline data at intake, and follow-up at 6 month and 12-month intervals to document program's contribution to reducing homeless population.

4. CCSP funding priorities as identified by the primary service category selected

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F2W!-ESP is a job readiness assessment and training program that combines case management, supportive services, retention assistance, vocational assessments, skill-building sessions, and a 4-week job readiness training program that was designed to help low-income disadvantaged jobseekers from underserved housing-challenged populations gain the knowledge and skills needed to become employable and self-sufficient. Therefore, the program's design and activities address all 5 of CCSP funding priorities under Economic Stability/Poverty.

1. Emergency Financial Assistance inclusive of Rental and Mortgage assistance, as well as Utility assistance.

2. Training/Job Development/Employment which leads to self-sufficiency. Ex-offender support services (employment, housing options and transitional skills training).

3. Career Exploration and re-engagement with educational systems by opportunity youth. Access to and support for educational resources.

4. Access to digital literacy / training for middle skill jobs including "earn and learn" models which allow job seekers to meet basic needs while training to enter living wage jobs.

5. Improved access to economic opportunities, programs and resources focused on foundational

education, career exploration; coaching to re-engage youth up to age 21 and provide job-readiness skills for employment. Wraparound Support to address basic needs during training (rental assistance, transportation).

5. Community collaborative relationships

In addition to working with traditional community-based organizations, MAWH leverages its resources and capacity to serve clients through formal and informal partnerships, work-release programs, social organizations, churches, businesses, and individuals interested in healthy, vibrant communities. MAWH's partners provide clients with affordable access to primary care services, medications, nutrition education, mental health counseling, substance abuse treatment, and employment services. The partnerships also reduce MAWH's operating costs by reducing the need for in-house program staff, thereby increasing our capacity to focus more on health education, testing, affordable housing, supportive services, and case management. These partnerships include: Atlanta Community Food Bank assists MAWH with alleviating hunger by providing affordable bulk food items; Dr. Patricia Benton provides MAWH residents with primary medical care services; HOPE Atlanta Programs of Travelers Aid provides MAWH with federally

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subsidized tenant-based rental assistance for no income clients needing emergency housing; Project Open Hand delivers meals to MAWH program for persons living with HIV/AIDS; Positive Impact provides free mental health and substance abuse counseling and psychological evaluations to MAWH residents; Salvation Army provides supportive emergency housing, refers homeless persons to MAWH program and provides 3rd party verification of homelessness; Walter Young General Dentistry offers oral healthcare services on a sliding scale basis to eligible MAWH program clients; WestCare Georgia offers wrap-around services to MAWH clients with mental health, chemical dependency, and HIV/AIDS-related problems.

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

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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.)	$1,760.00
Operational	$4,550.00
Direct Services	$33,690.00
Total	$40,000.00

Explanation of Funding Details:

Admin: $1,760.00 Prepare and maintain records of database and prepare files for all clients and prepare reports to maintain track of all grant activities.

Operational Expenses:

1. Bookkeeper - $1,800
(For required tracking and recording of program expenses, budgeting, monthly accounting and grant reporting $18,000 x 10%= $1,800 requested.)

2. Audit - $1,300
($6,500 x 20% =$1,300 requested to meet federal compliance requirement is described in the U.S. Office of Management and Budget (OMB) Circular A-133.)

3. Printing - $450
(for training program marketing materials and training manuals for the general operation of the program.)

4. Copying - $400
(Copying handouts, intake forms, and applications for general operations of the program.)

5. Supplies - $600
(Office Supplies for general operations of the program (12 months x $50/mo).)

Direct Services Expenses:
1. Program Director/Employment Specialist - $13,000/Annual
(25% FTE @$52,000)

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2. Case Manager - Case Manager - $12,000
(25% FTE @$48,000)

3. Fringe Benefits for Program Staff - $3,750.00
(15% of $25,000 =$3,750 requested)

4. Food and Beverage - $1,940
(Training Meals and Program Snacks to provide meals to program participants during job training sessions and workshop refreshments.)

5. Workforce Development Trainers and Guest Consultants - $3,000
(To conduct monthly prevocational skills classes on workforce reentry, continuing education, benefits counseling, job fairs, resume writing, interview skills, basic budgeting, financial literacy, and basic computer skills 1 consultant x 2.5 hours @$100/hr x 12 mths.)

Program Performance Measures:

Making A Way Housing, Inc agrees to track and report program performance to the Fulton County Department of Community Development.

County Defined Performance Measure(s):

Children and Youth: Not Applicable

Disabilities: Not Applicable

Economic Stability: Number of individuals placed in Living Wage Employment; receiving training/job development/employment support...,Number of individuals receiving access/support for educational resources...,Number of individuals receiving Emergency Financial Assistance,Number of individuals who complete GED requirements; Attainment of credential in post-secondary training...,Number of individuals with improved access to economic opportunities, programs/resources focused on education...,Number of referrals to WorkSource Fulton / WorkSource Atlanta

Health and Wellness: Not Applicable

Homelessness: Not Applicable

Senior Services: Not Applicable

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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:

1. Provides a clear explanation of the methods to be used and the specific goals to be obtained.

MAWH's programs drive at the heart of its mission by providing the only drug-free housing program that: 1) Operates at the center of an area with high drug traffic 2) Employs staff members, many of whom have overcome similar challenges as those faced by consumers, 3) Uses peer volunteers who have accepted the challenge of helping those most at-risk improve their health and quality of life. MAWH's governance and management underlie these results by maintaining high expectations and exercising forward-thinking to anticipate challenges and plan for future growth.

The programs offered by MAWH are designed to promote improved service delivery through quality assurance measures that ensure increased agency accountability; high quality, relevant, and timely direct client services; and client accessibility through effective, and seamless coordination among professionals and partnering agencies in service delivery. Considering the complexities of promoting health and wellness among individuals affected by comorbidities, MAWH efficiently addresses the mental, physical, emotional, and economic health of those who are most vulnerable. Ninety percent of organizational resources are devoted to programming.

MAWH measures the effectiveness of its programs by tracking the number of homeless and chronically homeless individuals who:
Experience clean, affordable and stable housing.
Have their basic survival and immediate safety needs met.
Exhibit behavioral change, sustained sobriety, improved personal functioning, and activated self-sufficiency.
Experience mental and physical health and well-being.
Learn how to prevent the transmission of HIV/AIDS.

2. Major milestones and supporting schedule.

Major program milestones

In 2023, MAWH F2W!-ESP served an annual total of 37 unduplicated clients. F2W!-ESP 2023 indicators and results include:

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100% of participants served were unduplicated clients; 99% of participants completed a job/educational vocational assessment; 70% of program participants received referrals to WorkSource Fulton / WorkSource Atlanta; 75% of the program participants received employment and now earn a living wage; 51% of program participants are now housed paying their rent independently; 53% of program participants now have checking and/or savings account; 24% of program participants were enrolled and/or received SSI/SSDI benefits;

Program only had a drop-out rate of 5%; MAWH exceeded CCSP proposed enrollment by 54%; 6 Fulton County residents are still in our program receiving services.

Additional program results include: 2 of our Fulton County participants were trained and certified as Flagmen; 2 of our Fulton County participants were enrolled in the WIA program.

In 2024 MAWH F2W!-ESP plans to maintain and exceed our 2023 successes.

All F2W!-ESP clients were given mobile hot spots and access to reliable, stable internet connections and access, job search, resume writing, snap benefits, assistance with applying for SSI/SSDI. Life skills training and financial literacy classes were completed with program assistance.

Data collection tool(s)/ source(s)used

assessments, pay stubs, job verifications and certifications, sign in sheets and surveys along with their ability to now pay rent.

Fulton County defined performance measures

"Health & Human Services" Key Performance Measures

During the FC-CCSP funding period of January 1, 2024- December 31, 2024, MAWH proposes to report on the following Indicators, Goals, and Outcomes that support the vulnerable residents in our social services:

FC INDICATOR 1: The Number of people who receive permanent supportive housing and support services.

GOAL 1: To provide 20 Fulton County residents access to affordable and stable supportive housing, case management and job readiness training.

Outcome 1: January 1, 2024- December 31, 2024, 20 Fulton County Residents will be stably housed in MAWH's supportive housing program and successfully complete the F2W!-ESP job readiness training.

FC INDICATOR 2: Percentage change in the homeless population year to year.

GOAL 2: To monitor percentage change in the homeless population served by MAWH from year to year.

Outcome 2: From January 1, 2024- December 31, 2024, MAWH Intake staff and Case Managers will collect baseline data at intake, and follow-up at 6 month and 12-month intervals to evaluate the program's contribution

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to reducing the homeless population in our service area.

Agency defined performance measures

Additionally, during the FC-CCSP funding period of January 1, 2024- December 31, 2024, MAWH proposes to report on the following Indicators, Goals, and Outcomes.

MAWH INDICATOR 1: The number of *disadvantaged job seekers* whose *employability* increases through vocational assessment and training.

GOAL 1: To *increase disadvantaged job seekers' access to economic opportunities and to promote self-reliance to eradicate the cycle of chronic homelessness.*

Outcome 1: From January 1, 2024- December 31, 2024, A minimum of 13 out of 20 or 65% of Fulton County Residents served will complete a comprehensive vocational assessment and *commit to an Individual Vocational Career Plan.*

MAWH INDICATOR 2: The number of persons *who receive case management, vocational assessments, skill-building sessions, and a 4-week job readiness training program that increases their employability.*

GOAL 2: To *utilizes a variety of resources and methods that connect* 20 Fulton County residents *to employment services*.

Outcom 2: From January 1, 2024- December 31, 2024, A minimum of 13 out of 20 or 65% of program participants will receive employment/education/training.

MAWH INDICATOR 3: The number of Fulton County *residents that are prepared for a productive and healthy lifestyle after homelessness.*

GOAL 3: To promote improved personal functioning and positive behavioral modification to increase self-sufficiency leading to a permanent transition out of homelessness.

Outcome 3: From January 1, 2024- December 31, 2024, A minimum of 11 out of 20 or 55% of Fulton County program participants served will earn a living wage by project end.

3. Identifies the specific data collection tool(s)/ source(s) used to report progress on performance measures.

MAWH collects baseline data and benchmarked successes to evaluate the successful outcomes of its program efforts. The organization also utilizes the federally mandated Homeless Management Information Systems

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(HMIS), known locally as the PATHWAYS Compass, to capture client demographic details, income, program progress, and services provided. The staff and administrators attend annual training to maintain familiarity with the database. Participant data is collected during intake and throughout participation in the program. This information is documented in the Pathways HMIS database and is also kept in a file maintained at the MAWH administrative office. The file contains intake documents, copies of identification and income verification, waivers, individual service plans, case notes, and referral forms. Electronic files are stored and backed-up on an off-site server system.

Participants are expected to attend regularly scheduled meetings with Case Managers, who use the meeting to gather information regarding individual service plan progress and document updates in both the Pathways system and participants' files. These interactions can take place daily or weekly, depending on the specific needs of each participant. The data is evaluated weekly by the case management team, which is overseen by the Housing Program Director.

After participants leave the program, MAWH staff remains in contact with them for 3, 6 and 12-month intervals to provide guidance and continued support while collecting follow-up data. During intake, all participating individuals are required to sign a release form that gives MAWH permission to contact their landlord and treatment provider to collect data about their progress. The information collected and reported is independently verified, audited, and managed by Pathways, Housing Opportunities for Persons with AIDS (HOPWA), the Community Development Block Grant (CDBG), and an external CPA. Clients and staff use anonymous evaluation tools to determine program quality, effectiveness, staff work ethic, and program efficacy.

4. County defined performance measures

During the contract period MAWH F2W!-ESP will report on the following county defined performance measures:

- 20 out of 20 program participants (100%) will receive permanent supportive housing and support services.

- The percentage change in the homeless population year to year. Case Managers/Intake staff will collect baseline data at intake, and follow-up at 6 month and 12-month intervals to document program’s contribution to reducing homeless population.

5. Agency defined performance measures

During the contract period MAWH F2W!-ESP will report on the following agency defined performance measures:

1. 65% of participating individuals will enter employment/education/training.

2. 55% of participating individuals will earn a living wage.

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3. 65% of participating individuals will complete a comprehensive vocational assessment.

Agency Defined Performance Measure(s):

During the contract period MAWH F2W!-ESP will report on the following agency defined performance measures:

1. 65% of participating individuals will enter employment/education/training.

2. 55% of participating individuals will earn a living wage.

3. 65% of participating individuals will complete a comprehensive vocational assessment.

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).

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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

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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

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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

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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:

Making A Way Housing, Inc
377 Westchester Blvd
Atlanta, Georgia 30314

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

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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

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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 **Making A Way Housing, 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

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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

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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

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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.

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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.

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STATE OF GEORGIA

COUNTY OF FULTON

FORM F: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services[1] under a contract with **[insert name of prime contractor (Agency)]** Making A Way Housing, 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.

93249
EEV/Basic Pilot Program* User Identification Number

Making A Way Housing, Inc
Name of Contractor (Agency)

Elizabeth Thompson
BY: Authorized Signature of Officer or Agent of Contractor

Executive Director
Title of Authorized Officer or Agent of Contractor of Contractor

Elizabeth M. Thompson
Printed Name of Authorized Officer or Agent of Contractor

Sworn to and subscribed before me this 26th day of February, 2024

Notary Public: Margot L. Jordan

County: Cobb

Commission Expires: 9/8/2025

MARGOT L JORDAN NOTARY PUBLIC COBB COUNTY, GEORGIA EXP. SEPT 8, 2025

[1]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.

[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].

Docusign Envelope ID: 4603F69F-E865-4E83-A0D9-0DC705286391

STATE OF GEORGIA

COUNTY OF FULTON

FORM G: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT

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

93249

EEV/Basic Pilot Program* User Identification Number of Subcontractor

Elizabeth Thompson, Making A Way Housing, Inv

Name of Subcontractor (Individual/Agency)

Elizabeth Thompson

BY: Authorized Signature Officer or Agent of Subcontractor

Executive Director

Title of Authorized Officer or Agent of Subcontractor

Elizabeth Thompson

Printed Name of Authorized Officer or Agent of Subcontractor

Sworn to and subscribed before me this 26th day of February, 2024.

Notary Public: Margot L. Jordan

County: Cobb

Commission Expires: 9/8/2025

MARGOT L JORDAN NOTARY PUBLIC COBB COUNTY, GEORGIA EXP. SEPT 8, 2025

[3]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.

[4]*[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].

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/15/2024

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 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	CONTACT NAME: Tim Smith
Timothy Clayton Smith Inc., Jefferson Office 5122 Heartland Trail Hoschton, GA 30548	PHONE (A/C, No, Ext): (678) 227-2404 FAX (A/C, No): (706) 778-3322 E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Haulers Insurnace Company, Inc.	
INSURER B : Philadelphia Indemnity Insurance	18058
INSURER C : AmTrust NA, Inc.	
INSURER D : Scottsdale Insurance Co.	
INSURER E :	
INSURER F :	

INSURED

Making A Way Housing, Inc.
377 Westchester Blvd., NW
1905 Joseph E. Boone Blvd., NW
Atlanta, GA 30314

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	[X] COMMERCIAL GENERAL LIABILITY [X] CLAIMS-MADE [ ] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	X	X	PHPK917975	10/01/2023	10/01/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] ALL OWNED AUTOS [X] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS	X	X	BA2012GA0658	08/09/2023	08/09/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	[X] UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000	X		PHPK917975	10/01/2023	10/01/2024	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	GWVO23568452	02/14/2024	02/14/2025	[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 500,000 $ 500,000 $ 500,000
B	Professional Liability Employee Dishonesty			PHPK917975	10/01/2023	10/01/2024	Occurance Aggregate	1,000,000 2,000,000

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

The Fulton County Government is included as a joint loss payee with respects to General Liability, Auto Liability, Crime coverage and Umbrella Liability policies.

CERTIFICATE HOLDER

Fulton County Government
141 Pryor Street, SW
Atlanta, GA 30303-3408

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Tim Smith

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POLICY NUMBER: PHPK917975

COMMERCIAL GENERAL LIABILITY
CG 20 05 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – CONTROLLING INTEREST

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Person(s) Or Organization(s):
Fulton County Government 141 Pryor Street, SW Atlanta, GA 30303-3408
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to their liability arising out of:

1. Their financial control of you; or

2. Premises they own, maintain or control while you lease or occupy these premises.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LOSS PAYABLE

This endorsement modifies insurance provided under the following:

COMMERCIAL CRIME COVERAGE FORM
COMMERCIAL CRIME POLICY
EMPLOYEE THEFT AND FORGERY POLICY
GOVERNMENT CRIME COVERAGE FORM
GOVERNMENT CRIME POLICY

A. Schedule*

Name And Address Of Loss Payee
Fulton County Government 141 Pryor Street, SW Atlanta, GA 30303-3408

* Information required to complete this Schedule, if not shown on this endorsement, will be shown in the Declarations.

B. Provisions

1. You agree that any loss payable under this insurance shall be paid to the Loss Payee shown in the Schedule as its interests may appear and any such payment shall constitute payment to you. We agree that we will make all such payments to the Loss Payee, and we will not make any payment solely to you unless we receive a request in writing from the Loss Payee to make such payment to you.
2. This insurance is for your benefit only. It provides no rights or benefits to any other person or organization including the Loss Payee, other than payment of loss as set forth in this endorsement.

   Any claim for loss that is covered under this insurance must be presented by you.
3. Our liability under this insurance as extended by this endorsement shall not be cumulative.

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Philadelphia Indemnity Insurance Company

Additional Insured Schedule

Policy Number: PHPK917975

Additional Insured

Fulton County Government
141 Pryor Street, SW
Atlanta, GA 30303-3408

CG 20 05 - Additional Insured – Controlling Interest

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

OWNER:

FULTON COUNTY, GEORGIA

DocuSigned by:
Robert L. Pitts
BA715B1A26544E7...

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST:

DocuSigned by:
Tonya R. Grier
EEC476C4837648D...

Tonya R. Grier
Clerk to the Commission

DocuSigned by:

(Affix County Seal)

CONTRACTOR:

VENDOR NAME **Making a Way Housing, Inc.**

DocuSigned by:
Elizabeth Thompson
DD22367876C141C...

Name of Signatory: Making A Way Housing, Inc
Title of Signatory: Secretary

Authorized Signature

ATTEST:

DocuSigned by:
Juliet Harrison
F22BDD101FE6447...

Name of 2nd Signatory: **Elizabeth Thompson**
Title of 2nd Signatory: **Volunteer/former Administrator Asst**

Second Authorized Signature

(Affix Corporate Seal, if applicable)

APPROVED AS TO FORM:

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

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FULTON COUNTY

CONTRACT DOCUMENTS

FOR

REQUEST FOR PROPOSAL 24RFP013124C-MH

2024 CONSOLIDATED COMMUNITY SERVICES PROGRAM

FOR

DEPARTMENT OF COMMUNITY DEVELOPMENT

OF

FULTON COUNTY, GEORGIA

Docusign Envelope ID: 1F98C1E7-A9DF-4A82-AE7E-A6AFFAD3A79F

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 **Mercy Housing Southeast** (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:

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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

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ARTICLE I - PARTIES AND TERM:

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

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

(c) Nothing contained in this Agreement shall be 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: Health and Wellness

CCSP Funding Priority(ies):

Children and Youth: Not Applicable

Disabilities: Not Applicable

Economic Stability: Not Applicable

Health and Wellness: Number of individuals connected to available resources to help mitigate illness and health disparities,Number of individuals receiving referrals to behavioral health and

Docusign Envelope ID: 1F98C1E7-A9DF-4A82-AE7E-A6AFFAD3A79F

other supportive services,Number of individuals who report or demonstrate improved health-related outcomes or other “quality of life” measures

Homelessness: Not Applicable

Senior Services: Not Applicable

Veterans Services: Not Applicable

Mercy Housing Southeast, Behavioral Health and Nutrition Support for Affordable Housing Residents 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
Adamsville Green Senior Apartments	3537 Martin Luther King, Jr. Dr.	Atlanta	GA	30331	6	6
The Atrium at Collegetown	435 Joseph E. Lowery Blvd. SW	Atlanta	GA	30310	4	4
Renaissance at Park Place	240 Amal Dr.	Atlanta	GA	30315	4	4
Reynoldstown Senior Residences	695 Field St. SE	Atlanta	GA	30316	4	4

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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
Thrive Sweet Auburn	302 Decatur St.	Atlanta	GA	30312	4	4

Approach and Design:

Mercy Housing Southeast, Behavioral Health and Nutrition Support for Affordable Housing Residents will provide services to **150** clients that reside in Fulton County, with CCSP funding.

Mercy Housing Southeast, will provide the following activities and services in Fulton County with CCSP funding:

MHSE's 2024 Consolidated Community Services Program will include the following:

Behavioral Health:

A significant number of Mercy Housing Southeast residents face mental health challenges and have limited access to resources that support their needs. Beginning in 2021, Mercy Housing Southeast contracted with the Atlanta Regional Commission (ARC) to bring behavioral health coaches on-site to address issues residents face that impact their stability. The Behavioral Health Coaching (BHC) program is designed to support low-income individuals with mental health and/or substance abuse challenges who wish to live independently and avoid premature institutionalization or homelessness. MHSE site staff refer residents to ARC whom they identify as at-risk due to behavioral health needs, including lease violations based on behavior that could impact their housing stability. The coaches are trained social workers with experience in mental health and substance abuse counseling and have the ability to engage hard to reach individuals. They provide assessments, case management, and group support, and further assist residents with accessing benefits, referrals to specialized care, crisis management, caregiver support, social engagement, transportation, and other wellness resources. They work in collaboration with ARC's Aging and Disability Resource Center to help participants access much needed services that address social determinants of

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health issues. Without year over year funding, residents with behavioral health challenges would have much more limited options for assistance.

BH coaches work to address the root of individuals' behavioral health issues and help them navigate new systems. The BHC goals are focused on ensuring clients have the resources, services, and skills they need to address their health challenges successfully and continue to live independently when they are no longer in the program. In addition to the above, activities also include:

· Holding weekly clinical team meetings to discuss, review, and revise plans of care for each participant; exchange information; and brainstorm ways to address, resolve problems, and offer support

· Sharing training and resources with MHSE staff across its Atlanta area housing facilities to help build capacity to identify and better support residents with behavioral health issues

· Facilitating rental assistance to hold units while residents undergo in-patient substance abuse treatment

· Cleaning and decluttering units that have fallen into disrepair

There are few programs that address behavioral health and housing stability for older adults, particularly in the aftermath of the COVID-19 pandemic. The BHC program is a proven critical connection between housing stability and behavioral health. Without treatment and access to supportive, person-centered services like the Behavioral Health Coaching (BHC) program, some individuals could end up prematurely moving into higher levels of care (such as personal care homes or nursing homes) while others may become at-risk of homelessness. With affordable housing being a critical component to the health and independence of older adults, appropriately addressing unmet behavioral health needs can both improve quality of life and enable them to age in place without fear of losing their place of residence.

Food security:

Mercy Housing Southeast has provided residents in its housing with an array of options to acquire supplemental foods and household goods, and COVID-19 and economic impacts like inflation have intensified our efforts to meet this great need. Our main food supply partners are Open Hand Atlanta, Meals on Wheels, Atlanta Community Food Bank, Peach State Health Plan, University of Georgia Extension, and several food trucks that visit the properties (including the Fulton Fresh Food Truck).

Market baskets from Open Hand Atlanta contain fresh produce, proteins, grains and healthy beverages for people to prepare meals at home which are higher quality than shelf-stable goods and preferred by residents. The Market Baskets are approved by a Registered Dietitian Nutritionist (RDN) and aim to provide two-thirds of an individual's caloric intake per week. Each bag includes appropriate macronutrient

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distribution and follows recommended limits on calories from saturated and/or trans-fat, sodium, sugar, and fiber. In addition, recipients receive monthly nutrition education materials and simple, practical recipes.

Supported by the CCSP, MHSE has introduced a program in which Meals on Wheels delivers medically-tailored dinners and shelf-stable breakfasts each week to MHSE senior households in Fulton County. As part of the agreement, MHSE provides matching support for additional senior households. Since on-site staff select people for the program, this partnership enables MHSE to focus on those with the highest needs. It also gives us an opportunity to reach more residents, in addition to the food baskets and food pantry offerings we provide. Meals on Wheels recognizes that older adults are one of the most underserved and vulnerable demographics in Atlanta. The meals they serve are prepared by chefs and a dietitian and are tailored for a variety of dietary restrictions, including heart health, low-carbohydrate, vegetarian, kidney friendly, and other needs.

Since MHSE submitted its original application to Fulton County, Meals on Wheels has temporarily paused accepting new individuals to receive food. Current MHSE residents remain in place to receive the service, but any additions would be added to a waiting list. Depending on the status of this offering, CCSP funding may support expansion of this program to a greater number of residents in 2024.

While our food security programs have significantly improved food access, demand has outpaced supply even in years prior to the pandemic. Greater food resources will ensure residents have access to a variety of quality, nutritious ingredients. This programming impacts several populations with resource challenges. It allows senior residents to receive consistent nutritional support, save money for other vital needs, and limit outings that require transportation and physical mobility. The CCSP would enable MHSE to serve up to 3,100 Open Hand Market Baskets and 4,900 meals from Meals on Wheels. In addition to direct food support, residents can receive nutrition education from accompanying healthy recipes and other resources that emphasize healthy eating behaviors.

Conclusion:

The activities in this proposal connect Fulton County residents to comprehensive health and wellness services from qualified providers, including mental wellness, nutritious foods, health education, and other services to improve stability and independence. The programming addresses the following three of Fulton County's Health and Human Services strategic objectives: prevent illness by engaging in healthier behavior, prevent health disparities by educating residents and connecting them to available resources, and support vulnerable residents in our social services. MHSE prioritizes the adoption of healthy behaviors among those we serve, improving access to healthcare services, and creating safe supportive environments, as outlined by Fulton County.

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Designation of CSP Funds:

Based on the awarded amount of **$42,348.00,** 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.)	$0.00
Operational	$0.00
Direct Services	$42,348.00
Total	$42,348.00

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Explanation of Funding Details:

Funding of $42,348 would be used for Direct Services costs. This support would enable us to address heightened needs around behavioral health, food security, and healthy eating by significantly expanding existing programming.

Direct Services – Behavioral Health:

$40,000 of CCSP funding would support behavioral health coaching focusing on social determinants of health needs and mental health treatment so that residents can continue to live independently in affordable housing. Using a program partnership with the Atlanta Regional Commission (ARC), behavioral health coaches treat residents experiencing mental health challenges. Coach training, continuing education, and consultation are provided by Emory University School of Medicine's Fuqua Center for Late-Life Depression. The coaches conduct assessments, connect clients to resources, consult with providers, and assist with crisis management and intervention as needed. Our program partnership with ARC is a unique opportunity to provide much-needed support and services to residents struggling with mental health issues.

Direct Services – Food Support:

Through an array of offerings, Mercy Housing Southeast is able to support food security among households with a variety of needs. These include fresh groceries with complementary healthy recipes and nutrition education from Open Hand Atlanta and delivered meals from Meals on Wheels. CCSP funding would allow MHSE to expand Open Hand Atlanta Market Baskets from its current one property to up to four additional properties. Focusing on older adults, Meals on Wheels Atlanta offerings would be increased to serve a greater number of senior households at four Fulton County properties operated by MHSE. $2,348 from Fulton County would partially underwrite costs for these ongoing programs.

Program Performance Measures:

Mercy Housing Southeast agrees to track and report program performance to the Fulton County Department of Community Development.

County Defined Performance Measure(s):

Children and Youth: Not Applicable

Disabilities: Not Applicable

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Economic Stability: Not Applicable

Health and Wellness: Number of individuals connected to available resources to help mitigate illness and health disparities,Number of individuals receiving referrals to behavioral health and other supportive services,Number of individuals who report or demonstrate improved health-related outcomes or other "quality of life" measures

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:

Mercy Housing Southeast incorporates evidence-based best practices in our program measurement and evaluation. MHSE is committed to measuring the impact of its work and has made significant investments in infrastructure to accomplish that end. We use evaluation data to inform improvements to program design and delivery. To measure program success, we observe and analyze the outcomes that result from service utilization. Mercy Housing uses a standardized process at over 100 properties nationwide to track participation in services and outcome results. Staff input data into our database to track attributes like skills learned, goals achieved, and other outcomes. Our measurement systems allow us to create unique reports to monitor the success of a particular program or activity. This flexibility allows MHSE to evaluate program results at any time in the program year on a regional, county, or property level.

Mercy Housing conducts an annual resident survey that compares Mercy Housing residents across properties, program models, age groups, gender, and among the general population. Once the survey is complete, our National Resident Services team performs a deep analysis and reports on response rate, changes over previous years (with statistical significance), and comparisons to county, state, regional and national data. Data is analyzed using social solutions ETO software and R, with comparisons to analogous question data from previous years' surveys. The results are analyzed by region so MHSE can observe trends and identify needs in our area. Senior residents complete a health and wellness survey annually. The results of both surveys are analyzed and reported on by the end of each year.

Over the years, results from our surveys continue to suggest that service-enriched housing has a positive influence on residents' health outcomes. They also further suggest that the existence of full-time resident

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services at our properties is effective in improving certain outcomes, such as ER visits, food security, and the ability to live independently. Additionally, our evaluations present evidence that resident service interventions are effective in positively influencing behaviors and provide the support needed for families and seniors to live independently.

For its 2024 CCSP proposal, MHSE has identified three County defined performance measures to report on:

To determine the number of individuals connected to available resources to help mitigate illness and health disparities, we will observe engagement in key activities including food support programming, behavioral health assessments, behavioral health coach consultation, and referrals. In its collaboration with ARC, MHSE refers residents to the BHC program. Those who are referred are selected based on demonstrated needs for support, such as high severity of illness that puts their housing and safety at risk, substance abuse, chronic stress, isolation, and other concerns as noted by ARC. Residents are also identified by staff for the Open Hand Market Basket and Meals on Wheels programs, for which residents may otherwise be unqualified or have to apply on their own. Connecting them to these resources enables them to improve access to healthy foods which is an essential social determinant of health and ultimately leads to greater stability. The impacts of this measure will also be determined by health outcomes such as adverse health conditions, hospitalizations, and self-assessed health. Improvements in these areas represent reduced health disparities among a senior population that often faces inequitable resources, discrimination, and other effects resulting from their socioeconomic status.

To determine the number of individuals receiving referrals to behavioral health and other supportive services, Mercy Housing Southeast will work with the ARC to document and report outcomes for participants who receive behavioral health support. The coaches specialize in assessing needs surrounding challenges residents face that could impact their independence and wellbeing. As discussed in question 12, BH coaches address the root of individuals' challenges and ensure residents have the resources and skills needed to live independently when they are no longer in the program. Participants will be counseled individually or in group settings on crisis management, benefit acquisition, caregiver support, social engagement, transportation, and holistic wellness. Note: ARC is able to share updates with site staff if an individual fits the criteria for treatment or not, the dosage of treatment, and if they are experiencing general successes or challenges. However, due to HIPAA regulations, ARC is unable to provide us with specific diagnoses but remains in communication regarding the overall status of participating residents.

Mercy Housing Southeast will gauge the number of individuals who report or demonstrate improved health-related outcomes or other "quality of life" measures by observing resident outcomes on our annual resident survey and senior health and wellness survey. Food security is determined by a combination of questions from the U.S. Department of Agriculture food security module that ask about residents' ability to purchase enough food for their household. Other topics include health provider status, healthcare utilization, insurance status, health related issues (i.e., tobacco use, diet, high blood pressure, etc.),

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hospitalizations, self-reported health, and fall risk. Our survey also measures social isolation through the Lubben Social Network Scale, which involves a series of questions surrounding relationships with family and friends. Using the most recent survey results as a baseline, our goals are for at least 85% of households to be food secure, no more than 15% to report mental health distress, and at least 40% to view their health as excellent, or very good. At the end of the CCSP contract period, we can share survey outcomes with Fulton County when it is compiled.

MHSE's Health and Human Services KPIs include to prevent health disparities by educating and connecting residents to available resources and support the vulnerable residents in our social services. Both our food security and BHC offerings will make valuable resources easily accessible to families, seniors, and individuals in our housing communities. As mentioned above, we aim for at least 85% of households to be food secure. We expect behavioral health coaching will reach a maximum of up to an estimated 25 individuals served. By addressing the needs described in this proposal, we expect our programming to improve the County's standing in the County Health Rankings and Roadmaps report, specifically the Food Environment Index since we will be improving access to healthy foods and combatting food insecurity; Quality of Life through supports that improve physical and mental health; Adult Obesity resulting from healthy eating; Mental Health Providers; Severe Housing Cost Burden, since BHC supports people to remain stably housed; Preventable Hospital Stays; and Premature Death. We will support vulnerable residents with home-based and community-based services by offering these activities on-site, including seniors and people with disabilities.

Major Milestones

Behavioral Health Coaching: MHSE makes behavioral health coaches available to residents in need of mental health supports year-round. The ability to continue funding coaches from the Atlanta Regional Commission would allow MHSE to identify and provide deep levels of support to hard-to-reach individuals faced with challenges related to depression, isolation, addiction, and other concerns. BHC outreach prioritizes resident agency, allowing them to make decisions on their own terms and timeline. Behavioral health coaches will: (1) assess unmet needs, (2) facilitate appropriate service intervention, (3) work with clients and housing providers to create a coordinated plan, and (4) determine eligibility for services such as intake, screening, and assessments for Home and Community Based Services, assistance with Medicaid applications, warm referrals to outside services, and follow-up. Their work will connect residents to programs that maximize public benefits, crisis management, caregiver support, social engagement, and other wellness resources.

Food Security: Open Hand Market Baskets are received and distributed to residents on a weekly basis accompanied by healthy recipes using the foods included in each box. Each month, Open Hand Atlanta makes deliveries to the participating properties, with a projected 160 households receiving support in Fulton County. CCSP funding would allow MHSE to continue a Meals on Wheels program that assists MHSE residents in Fulton with breakfasts and dinners on a weekly basis. Resident Services staff select

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residents for the program enabling us to focus on those with the highest needs. The program also gives us an opportunity to reach more residents, in addition to the food boxes and food pantry offerings we provide. If full CCSP support is awarded, by the end of the year MHSE would be able to serve up to 3,100 Open Hand Market Baskets and 4,900 meals from Meals on Wheels.

MHSE's agency defined performance measures are improving behavioral health access, promoting healthy behaviors, and avoiding hospital readmissions, discussed below.

Agency Defined Performance Measure(s):

Agency defined performance measures that Mercy Housing Southeast will track and report on during the contract period, using our annual resident survey, health and wellness survey, program rosters and other qualitative data, include the following:

1. Behavioral health access: This measure includes such factors as receiving referrals to behavioral health, screenings, and coaching; avoiding social isolation; access to affordable healthcare; and health insurance enrollment. With help from BHCs, participating residents will learn how to access resources and skills to address the challenges they are facing. These considerations will be documented as part of the proposed BHC program, the annual resident survey, and health and wellness survey.

2. Promoting healthy behaviors: This measure includes utilizing nutrition support from Market Baskets, Meals on Wheels, and the resulting impacts on food security among MHSE residents. Complementary nutrition education from sharing healthy recipes and cooking demonstrations will emphasize the importance of practicing a healthy balanced diet. Our health and wellness survey also explores healthy behaviors by asking about specific health concerns like tobacco use, diet, blood pressure, diabetes, stress, substance use, hearing, vision and memory loss. We expect that access to behavioral health coaching and screenings will call attention to the importance of identifying and addressing mental health concerns and available tools. Utilizing care regularly leads to better health, and the BHC program will raise awareness of its benefits, especially among those who experience mental health challenges.

3. Avoiding hospital admissions: Identifying and addressing behavioral health concerns contributes to reduced hospitalizations, and practicing healthy eating helps avoid adverse health conditions like hypertension and diabetes. Our goal is to empower residents to maintain stable health so they can live independently in their housing and thrive.

Please see the attached examples of questions from Mercy Housing's annual resident survey.

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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

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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

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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 **$42,348.00.**

(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.

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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:

Mercy Housing Southeast
260 Peachtree St. Suite 1800
Atlanta, Georgia 30303

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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

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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.

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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 **Mercy Housing Southeast**, 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

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(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.

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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.

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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.

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FORM F: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT AND AGREEMENT

Instructions:

Contractors must attest to compliance with the requirements of O.C.G.A 13-10-91 and the Georgia Department of Labor Rule 300-10-01-.02 by executing the Contractor Affidavit provided.

Applicants are required to complete and upload FORM F and FORM G in two (2) places FORM F: 2024 Georgia Security and Immigration Contractor Affidavit and Agreement, and as applicable FORM G: 2024 Georgia Security and Immigration Subcontractor Affidavit. Must use templates provided in the RFP. Previous year forms will not be accepted.
Form F must include name of agency, EEV number, Signature & Notary.
If applicable, Form G must include name, EEV number, and Signature of subcontractor.

Upload 1-Via Purchasing Bid page - BidNet Direct:
https://www.bidnetdirect.com/georgia/fultoncounty
(Note: You will be required to set up a FREE registration with BidNet Direct to use the upload feature)

Upload 2 -Via WebGrants under 2024 CCSP Eligibility Requirements:
https://fulton.dullestech.net

To Complete Fillable Form - Please enter the all required information,

- ✓ Press "**TAB**" key to navigate easily through the form *once you enter your Agency name, it will repopulate throughout the form.*
- ✓ Save as: "Form F Agency Name" as a .pdf version.
- ✓ Print for Signature and Notary.
- ✓ Scan and upload to WebGrants as directed above in "Upload 1 and Upload 2"

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STATE OF GEORGIA

COUNTY OF FULTON

FORM F: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services[1] under a contract with **[insert name of prime contractor (Agency)]** Mercy Housing Southeast 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.

1230524
EEV/Basic Pilot Program* User Identification Number

Mercy Housing Southeast
Name of Contractor (Agency)

Janice Turner
BY: Authorized Signature of Officer or Agent of Contractor

SVP, Human Resources
Title of Authorized Officer or Agent of Contractor of Contractor

Janice Turner
Printed Name of Authorized Officer or Agent of Contractor

Sworn to and subscribed before me this 20 day of February, 2024.

Notary Public: Cherie E. Harris

County: Denver

Commission Expires: 8.1.2027

CHERIE E HARRIS
NOTARY PUBLIC - STATE OF COLORADO
NOTARY ID 20194029016
MY COMMISSION EXPIRES AUG 1, 2027

[1]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.

[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].

Docusign Envelope ID: 1F98C1E7-A9DF-4A82-AE7E-A6AFFAD3A79F

STATE OF GEORGIA

COUNTY OF FULTON

FORM G: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT

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

393511

EEV/Basic Pilot Program* User Identification Number of Subcontractor

Open Hand Atlanta, Inc.

Name of Subcontractor (Individual/Agency)

Susan Harper

BY: Authorized Signature Officer or Agent of Subcontractor

DIrector of Human Resources

Title of Authorized Officer or Agent of Subcontractor

Susan Harper

Printed Name of Authorized Officer or Agent of Subcontractor

Sworn to and subscribed before me this 21 day of February, 2024.

Notary Public: Donnell Reynolds

County: Dekalb

Commission Expires: 10-27-2025

Donnell Reynolds
NOTARY PUBLIC
DeKalb County, GEORGIA
My Commission Expires 10/27/2025

[3]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.

[4]*[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].

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/04/2024

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 1-303-481-7821 Edgewood Partners Insurance Center (EPIC) [Greenwood Village - Branch ID 15327] DIV# 513 8101 E. Prentice Ave., Suite 410 Greenwood Village, CO 80111 USA	CONTACT NAME: NREPCerts PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: NREPCerts@epicbrokers.com
INSURED Mercy Housing, Inc. 1600 Broadway, Suite 2000 Denver, CO 80202 USA	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : LEXINGTON INS CO — 19437 INSURER B : TRAVELERS PROP CAS CO OF AMER — 25674 INSURER C : AXIS SURPLUS INS CO — 26620 INSURER D : MERCY HOUSING SERVICES, INC. — INSURER E : — INSURER F : —

COVERAGES **CERTIFICATE NUMBER:** 750974787 **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	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR X $10,000 SIR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [ ] PRO-JECT [X] LOC OTHER:			080877850	07/01/23	07/01/24	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ Excluded $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY			TJCAP9F337796TIL23	07/01/23	07/01/24	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [ ] RETENTION $			P00100118541901	07/01/23	07/01/24	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
B B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		UB1N3971392351K UB1N1751862351R	07/01/23 07/01/23	07/01/24 07/01/24	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
D	Social Services E&O			SSEO-2023-1	07/01/23	07/01/24	Aggregate Each Claim	1,000,000 1,000,000

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

RE: 260 Peachtree Street, Suite 1800 Atlanta, GA 30303
Evidence of coverage with respect to contractual agreement between parties.
Additional Named Insured: Mercy Housing Southeast.
Fulton County Government, its officials, officers and employees added as additional insured, as their interest may appear.

CERTIFICATE HOLDER

Fulton County Government

141 Pryor St SW

Atlanta, GA 30303-3408 USA

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Lisa A. Ruddick

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

OWNER:

FULTON COUNTY, GEORGIA

DocuSigned by:
Robert L. Pitts
BA715B1A26544E7...

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST:

DocuSigned by:
Tonya R. Grier
EEC476C4837648D...

Tonya R. Grier
Clerk to the Commission

DocuSigned by:

(Affix County Seal)

CONTRACTOR:

VENDOR NAME **Mercy Housing Southeast**

DocuSigned by: Name of Signatory: James Alexander
James Alexander Title of Signatory: President
D7A90B29FAC24C3...

Authorized Signature

ATTEST:

DocuSigned by: Name of 2nd Signatory: **Elaine Williams**
Elaine Williams Title of 2nd Signatory: **Office Manager/Operations**
4565BD67E90D42E...

Second Authorized Signature

(Affix Corporate Seal, if applicable)

APPROVED AS TO FORM:

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

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FULTON COUNTY

CONTRACT DOCUMENTS

FOR

REQUEST FOR PROPOSAL 24RFP013124C-MH

2024 CONSOLIDATED COMMUNITY SERVICES PROGRAM

FOR

DEPARTMENT OF COMMUNITY DEVELOPMENT

OF

FULTON COUNTY, GEORGIA

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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 **Camp Kudzu 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:

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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

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ARTICLE I - PARTIES AND TERM:

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

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

(c) Nothing contained in this Agreement shall be 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: Health and Wellness

CCSP Funding Priority(ies):

Children and Youth: Not Applicable

Disabilities: Not Applicable

Economic Stability: Not Applicable

Health and Wellness: Number of individuals connected to available resources to help mitigate illness and health disparities,Number of individuals participating in programs focusing on

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financial literacy and wellness,Number of individuals who report or demonstrate improved health-related outcomes or other “quality of life” measures

Homelessness: Not Applicable

Senior Services: Not Applicable

Veterans Services: Not Applicable

Camp Kudzu Inc., Education and Disease Management for Children & Teens with Type 1 Diabetes (T1D) 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
Camp Kudzu Office	8601 Dunwoody Place, Suite 508	Atlanta	GA	30350	1	1,2,3,4,5,6
High Meadows School	1055 Willeo Road	Roswell	GA	30075	2	1,2,3,4,5,6
Camp Twin Lakes	1391 Keencheefoonee Road	Rutledge	GA	30663	NA	1,2,3,4,5,6
Camp Barney Medintz (Marcus Jewish	4165 Highway 129 N.	Cleveland	GA	30528	NA	1,2,3,4,5,6

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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
Community Center of Atlanta Inc)						
Camp Grace (Vision Atlanta Inc.)	2559 Walkers Chapel Road	Roberta	GA	30178	NA	1,2,3,4,5,6

Approach and Design:

Camp Kudzu Inc., Education and Disease Management for Children & Teens with Type 1 Diabetes (T1D) will provide services to **57** clients that reside in Fulton County, with CCSP funding.

Camp Kudzu Inc., will provide the following activities and services in Fulton County with CCSP funding:

Camp Kudzu chooses the following Key Performance Indicators:

#2 "Prevent health disparities by educating residents and connecting them to available resources"

Number of residents with comorbidity

According to the Centers for Disease Control and Prevention (CDC), youth-onset diabetes is "associated with various health complications such as kidney disease, eye disease, and nerve damage, and poses a substantial clinical and public health burden," (https://www.cdc.gov/diabetes/research/reports/children-diabetes-rates-rise-html). Additionally, Children's Healthcare of Atlanta, a leading center providing advanced diabetes care for T1D youth and their families, reports that youth living with T1D are also at elevated risk for "other physical and mental issues, including thyroid disease, celiac disease, high cholesterol/triglycerides, and depression, anxiety and mental illness," (https://www.choa.org/medical-services/diabetes).

Camp Kudzu programs provide diabetes education and management skill development in a fun, medically supervised environment, demonstrating to children, teens, and their families that they can lead "regular lives" while simultaneously controlling this life-long condition. According to a study conducted by the American Camp Association, children who attend camp programs show increased

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confidence, independence, self-esteem, and social skills. Diabetes camp is the ideal setting for children to learn diabetes self-medical management skills and adopt health lifestyle habits, both of which will position campers to have the best health outcomes possible. Through our camp programs, youth with T1D gain the following diabetes management skills: how and when to check blood glucose levels, how to count carbohydrates, how to calculate insulin injection and adjust for carbs and/or correction, how to adjust insulin for impact of physical activity, how to draw up insulin, how to use an insulin pen (if applicable), how to give own injection, how to insert a new pump site, understanding importance of site/injection rotation, understanding how/when/why to check for ketones.

Children with T1D must adhere to a complex regimen of care to ensure that their blood sugar stays within "healthy" range 24 hours a day, 7 days a week, for the rest of their lives. Countless dollars are saved each year on ER visits, hospitalizations, and complications that are avoided due to education and prevention services provided by Camp Kudzu, as reported by parents through our Camp Kudzu Research Report. By providing education and support services to newly diagnosed youth and underserved youth who have had limited access to diabetes education and care, Camp Kudzu will help reduce the potential for comorbidities for at least 33 Fulton County residents aged 5-18 living with type 1 diabetes during 2024.

Number of people who receive behavioral health services

Living with a chronic illness like diabetes is hard. Patients experience daily demands related to checking blood sugar levels and administering insulin, deal with diabetes related emergencies and development of complications/health issues, and even changes in treatment plans add to the emotional burden of diabetes, which can lead to significant distress. According to the World Health Organization, over 350 million people in the world experience depression, and within the diabetes community (type 1 and type 2), depression is estimated to affect 1 in 4 people. Adolescents with T1D experience 5 times the rate of depression than those who do not have diabetes (https://www.jdrf.org/t1d-resources/living-with-t1d/mental-health/depression/). Youth with T1D and depression have increased risk for diabetic ketoacidosis and severe hypoglycemia, and often have more challenges transitioning to adulthood in terms of managing their disease. The American Diabetes Association recommends that individuals with T1D should be screened by their healthcare provider for depression on a regular basis, and finding a mental health provider who is knowledgeable about diabetes is recommended. Recognizing the need for behavioral health services as it relates to managing T1D, Camp Kudzu includes mental health professionals as part of the medical care team at camp programs. During camp, these highly trained individuals evaluate camper's mental health and use therapeutic techniques backed by evidence based best practices. Through attending a 2024 Camp Kudzu program, 33 Fulton County youth living with T1D will receive behavioral health services as part of our diabetes education and support program.

#4 "Support the vulnerable residents in our social services"

Number of residents who have access to home based and community based services for seniors and people with disabilities

The Americans with disabilities Act (ADA) is a federal law that prohibits discrimination against individuals with disabilities, including diabetes. People with diabetes of all types are protected under the ADA, including school aged children, who are afforded diabetes care while at school or during school outings or activities. By law, schools must provide educated and trained staff to monitor a child's blood glucose levels and administer insulin, as well as provide supervised care during school outings or activities (https://diabetes.org/tools-support/know-your-rights/attorney-materials/employment-materials/proving-diabetes-is-a-disability).

Through participation in Camp Kudzu programs, a minimum of 33 Fulton County youth living with T1D will receive diabetes education and disease management tools to increase their knowledge about living a healthy life with diabetes. Over 80% of youth participating in our programs will demonstrate an increase in self-sufficiency and independence, including a willingness to accept ownership of managing their disease. Additionally, these youth also demonstrate an increase in skills gained and/or demonstrated (including checking blood glucose levels, gain familiarity with blood glucose monitor, master insulin administration, calculate carbohydrates, understand proper nutrition, identify warning signs of hypoglycemia/hyperglycemia, etc.).

Camp Kudzu chooses the following CSP funding priorities, as identified by the primary service category selected (Health &

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Wellness)

CSP Funding Priority # 1: Prevent illness and health disparities by educating and connecting individuals to available resources.

Camp Kudzu provides an array of programs addressing the needs – medical, social, developmental, mental, psychological – of youth living with T1D, ensuring they have the best information for the strongest health outcomes possible. All programming is evidence based, revolves around best practices in diabetes care for children, and is delivered in a recreational medical setting as children learn best and adopt new skills when they are relaxed and having fun. Programming is designed to help children learn how to best care for themselves, empower them to take charge of their health, and mentor/support others with the disease. Camp Kudzu is dedicated to the safety of its campers; all disease management programming is overseen by our Medical Leadership Team and Medical Advisory Board, which are led by Dr. Andrew Muir, Division Chief of Endocrinology and Medical Director of the Diabetes Program at Children's Healthcare of Atlanta.

Camp Kudzu's programs are centered on a strong medical base of information and care. Getting participants to check blood glucose levels often and respond appropriately is an important objective of programming. Other objectives are for participants to gain familiarity with the technical aspects of a blood glucose monitor, master insulin administration, calculate carbohydrates and understand proper nutrition, identify the warning signs of hypoglycemia and hyperglycemia, participate in a minimum of three energetic activities per day, connect with medical specialists, and benefit from meeting positive role models and peers facing similar medical challenges.

Camp Kudzu is a community dedicated to the learning and growth of our campers living with T1D, and we offer the following programs, where T1D youth and family members receive diabetes education and support programs: Overnight Summer Camp, Day Camp, Family Camp Weekends, Teen Retreat, Junior Retreat, a Leadership Development Program, and Kudzu One Day outreach program.

CSP Funding Priority #2: Programs addressing mental health, depression, stress, trauma, and anxiety among individuals.

Living with type 1 diabetes can be hard, the daily demands of disease management add an emotional burden to the disease, often leading to significant diabetes distress. According to the Juvenile Diabetes Research Foundation, "diabetes distress" is defined as a "range of emotional responses to living with and managing diabetes" (https://www.jdrf.org/tid-resources/living-with-t1d/mental-health/dealing-with-distress/). Symptoms include fear and worry about complications, feeling overwhelmed, defeated and discouraged. As many as 75% of youth with T1D will experience "diabetes distress" and because of this are at heightened risk for depression, stress, and anxiety. In addition, youth with T1D and depression have increased risk for diabetic ketoacidosis and severe hypoglycemia, and often have more challenges transitioning to adulthood in terms of managing their disease. The American Diabetes Association recommends that individuals with T1D should be screened by their healthcare provider for depression on a regular basis, and finding a mental health provider who is knowledgeable about diabetes is recommended. Recognizing the need for behavioral health services as it relates to managing T1D, Camp Kudzu includes mental health professionals as part of the medical care team at camp programs. During camp, these highly trained individuals evaluate camper's mental health and use therapeutic techniques backed by evidence based best practices. In addition, all of Camp Kudzu's programs include educational sessions related to mental health, including diabetes distress.

CSP Funding Priority # 5: Programs focusing on financial literacy and wellness.

Camp Kudzu believes in providing campers with opportunities to continue developing their diabetes management skills and leadership skills as they transition out of "camper" life and into independent adults. Participants of our Leadership Development Program engage in tasks focused on communication, decision-making, leadership, and youth development. Included in the curriculum for this program are exercises focused on helping these teens prepare for adulthood as it relates to disease management, including the financial aspects of managing life with diabetes. Camp Kudzu's Leadership Development Program is available for teens who have completed 11th grade (Counselors-In-Training) and for teens who have completed high school (Junior Counselors).

Camp Kudzu has built and maintained the following partnerships that support our mission:

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1. Children's Healthcare of Atlanta, refers patients to Camp Kudzu for disease management, education, and supportive services
2. Kennesaw State University, provides nursing students as part of our medical staff team for camp programs
3. Gordon State College, provides nursing students as part of our medical staff team for camp programs
4. Georgia State University, provides dietary nutrition students as part of our medical staff team for camp programs
5. Life University, provides dietary nutrition students as part of our medical staff team for camp programs
6. Mercer University, provides pharmacy students as part of our medical staff team for camp programs
7. Camp Twin Lakes, use of American Camp Association accredited facilities
8. Camp Barney Medintz, use of American Camp Association accredited facilities
9. Camp High Meadows, use of American Camp Association accredited facilities
10. Camp Grace, newest camp host partner, located in Roberta, Georgia

Designation of CSP Funds:

Based on the awarded amount of **$50,000.00,** 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

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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.)	$2,500.00
Operational	$9,500.00
Direct Services	$38,000.00
Total	$50,000.00

Explanation of Funding Details:

Administrative: $2,500 to support 2.5% of the $108,542 salary and benefits of the Vice President of Development for grant management and reporting.
Operational:
-$7,000 to support a portion of annual office rent expense of $95,493
-$1,500 to support a portion of annual insurance costs of $29,500.
-$1,000 to support a portion of annual communications costs of $86,250; this includes expense for telephone, website, e-communications, and IT, helping Camp Kudzu staff connect with and serve Fulton County campers and families.
Direct Services:
-$30,000 to support a portion of annual Program Staff salary/benefits costs of $536,000.
-$1,500 to support a portion of annual costs of $30,200 for Camper Camp Supplies
-$1,500 to support a portion of annual costs of $57,150 for Camper Medical Supplies
-$5,000 to support a portion of annual costs of $533,000 for specialized camp partner sites, to cover a portion of expenses for food, lodging, and traditional camp activities for each camper from Fulton County, provided by camp partner hosts for the 2024 Program Year.

Program Performance Measures:

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Camp Kudzu Inc. agrees to track and report program performance to the Fulton County Department of Community Development.

County Defined Performance Measure(s):

Children and Youth: Not Applicable

Disabilities: Not Applicable

Economic Stability: Not Applicable

Health and Wellness: Number of individuals connected to available resources to help mitigate illness and health disparities,Number of individuals participating in programs focusing on financial literacy and wellness,Number of individuals who report or demonstrate improved health-related outcomes or other "quality of life" measures

Homelessness: Not Applicable

Senior Services: Not Applicable

Veterans Services: Not Applicable

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

The main goal of Camp Kudzu's Education and Disease Management Program for Children & Teens with Type 1 Diabetes (T1D) is to provide specialized diabetes programming focused on learning best practices for diabetes management for T1D youth and family members. Camp Kudzu's mission is to educate, empower, and inspire children and teens living with type 1 diabetes (T1D). As Georgia's largest provider of diabetes self-management education and support services, Camp Kudzu fills an important need for children and teens aged 5 to 18 living with insulin-dependent diabetes.

Through Camp Kudzu's offering of year-round programs, Camp Kudzu will attain the following Fulton County defined performance measures under the Health & Wellness Service Category in 2024:

-Number of individuals connected to available resources to help mitigate illness and health disparities. 30 Fulton County youth living with T1D will achieve this metric.

-Number of individuals who report or demonstrate improved health-related outcomes or other "quality of life" measures. 24 Fulton County youth living with T1D will achieve this metric.

-Number of individuals participating in programs focusing on financial literacy and wellness. 3 Fulton County youth living with T1D will achieve this metric.

Camp Kudzu provides for the protection, safety, and welfare of children in Fulton County, Georgia who are living with type 1

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diabetes (T1D). Since our founding in 1999, the majority of our participants have resided in the Metro Atlanta area, including Fulton County. Children with T1D must adhere to a complex regimen of care to ensure their blood sugar stays within “healthy” range 24 hours per day, for the rest of their lives. Countless dollars are saved each year on ER visits, hospitalizations, and complications that are avoided due to education and prevention services provided by Camp Kudzu. Last year, Camp Kudzu served 66 T1D youth from Fulton County with our best practice services.

Camp Kudzu relies heavily on volunteer support to deliver our mission. Last year, 659 volunteers donated nearly 90,000 people hours to provide organizational and program support. Approximately 30% of our volunteers are medical staff and are a critical component for delivery of medical care to T1D children and teens while attending camp programs. To facilitate camp, an entire spectrum of healthcare professionals is needed, including endocrinologists, medical nurses, clinicians, and dietary staff. Prior to attending camp, each family completes a health history form for their camper, which includes their current diabetes insulin regimen. During camp, monitoring of blood sugar levels happens throughout the day and night, and insulin adjustments are made as needed in reflection of amount of physical activity and/or camper food intake. Volunteers also serve in numerous roles on the Programming Team, with responsibilities such as head staff, cabin counselors, program activity staff, and logistics volunteers.

Camp Kudzu believes that no child should suffer from complications of T1D that could be avoided with support and education. A significant goal in our strategic plan is the expansion of services to underserved youth, which includes those who may not have access to pediatric diabetes education, live in rural areas, are low-income, and/or have other barriers to care. Each year, we conduct outreach efforts to reach families in “high impact areas” (as determined through market analysis conducted in partnership with the Georgia Center for Nonprofits in 2019), which includes South Metro Atlanta and South Fulton County. A significant barrier for many families is the financial cost of attending camp. The true cost greatly exceeds what we charge for camp programs, averaging $3,500 per camper/week. Camp Kudzu fundraises to offset the cost of camp for all families and utilizes a tiered fee structure for camp fees. Last year, 50% of all campers and families received financial assistance in order to attend a camp program. Overall, we hosted 738 campers through our offering of year-round programs. $285,110 in financial stipends were awarded to 369 underserved campers/families to attend a camp program; $19,300 was awarded to 28 underserved Fulton County campers/families living with T1D.

Having a child diagnosed with T1D can be overwhelming, suddenly the entire family must learn how to count carbohydrates, monitor blood sugar, and give insulin injections, not to mention dealing with insurance, managing T1D in school, and figuring out their “new normal.” The pressures of having a child with special medical needs which require constant 24/7 care can be demanding and often parents report feelings of guilt, anxiety, and fear. Camp Kudzu provides support to parents and siblings of youth living with T1D, to help with the many faceted aspects of managing this complex disease. Our Family Camp Weekends (held multiple times per year) are specifically designed to support newly diagnosed families and those who need a boost in dealing with their disease. Diabetes education and disease management lessons are integrated throughout the weekend programming. Kudzu One Day is another Camp Kudzu program designed to meet families where they are at, in their local communities. On average, we host 10 K1D programs throughout the state of Georgia in a given year. All K1D events are free to attend and include disease education and information on diabetes management, as well as traditional camp activities. Last year Camp Kudzu supported 45 Fulton County T1D family members through our Family Camp Weekends and K1D events.

Camp Kudzu utilizes specialized camp management software (UltraCamp) to manage registrations, track and process payments, manage scholarship stipends, communicate with parents, and more. The specialized camp software also provides extensive reporting options, including medication distribution, which is imperative to managing camp for insulin-dependent youth. The system also provides functionality to manage camp volunteers.

Camp Kudzu believes in providing campers with opportunities to continue developing their diabetes management skills and leadership skills as they transition out of “camper” life and into independent adults. Participants of our Leadership Development Program engage in tasks focused on communication, decision-making, leadership, and youth development. Included in the curriculum for this program are exercises focused on helping these teens prepare for adulthood as it relates to disease management,

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including the financial aspects of managing life with diabetes. Camp Kudzu's Leadership Development Program is available for teens who have completed 11th grade (Counselors-In-Training) and for teens who have completed high school (Junior Counselors). Camp Kudzu staff are outcome driven. Through a partnership with Clemson University, we conduct outcomes-based research to measure program success and to fully understand the impact of our programming on the lives of campers. As a result of their children participating in Camp Kudzu programs, parents continue to report statistically significant growth in their children's communication skills, responsibility, competence of disease management, self-confidence, self-awareness, social skills, and normalization of diagnosis. Program success will also be measured internally by Camp Kudzu staff as it relates to the number of campers served, number of camp stipends (scholarships) awarded, and number of outreach programs to underserved communities conducted, as all of these metrics align directly with Camp Kudzu's mission to educate, empower, and inspire children and teens living with type 1 diabetes.

As it relates to blood glucose, time spent "in range" is important data collected each summer, ensuring that protocols are best-practice and specific to the camp setting. Analyzed through extensive chart reviews, this information is shared with diabetes camps across the country as a benchmark for diabetes protocol in the camp setting. Measured youth outcomes gathered in recent years indicate that Camp Kudzu is a setting that facilitates exceptional levels of positive socio-emotional growth and skill development. Camp Kudzu is proud of the ground-breaking outcomes and diabetes research that occurs at camp each year, further highlighting the direct benefit that our camp programs provide to campers and their families. We remain dedicated to data-driven proof of success.

Milestones and a schedule for Performance Measurements identified above are as follows:

Objective	Reporting Period 1 (January – June)	Reporting Period 2 (July – December)
Number of individuals connected to available resources to help mitigate illness and health disparities. 30 Fulton County youth living with T1D will participate in a 2024 Camp Kudzu program where they will receive education and training on how to manage their disease.	30 Fulton County youth living with T1D will achieve this metric.	Measure will be met in reporting period 1. Individuals served during reporting period 1 will continue to be served during reporting period 2.
Number of individuals who report or demonstrate improved health-related outcomes or other "quality of life" measures. 24 Fulton County youth living with T1D who attend a 2024 Camp Kudzu program will demonstrate an increase in skills gained in managing their disease, including willingness to accept ownership of managing their disease, leading to greater independence and self-sufficiency.	24 Fulton County youth living with T1D will achieve this metric.	Measure will be met in reporting period 1. Individuals served during reporting period 1 will continue to be served during reporting period 2.
Number of individuals participating in programs focusing on financial literacy and wellness. 3 Fulton County youth living with T1D will participate in Camp Kudzu's 2024 Leadership Development Program, where they will learn skills related to transitioning into	3 Fulton County youth living with T1D will achieve this metric.	Measure will be met in reporting period 1. Individuals served during reporting period 1 will continue to be served during reporting period 2.

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independent adults, including financial aspects of managing their disease.		
Number of volunteers actively engaged in support of Camp Kudzu's mission and program delivery. 550 volunteers will be engaged in support of Camp Kudzu's mission to educate, empower, and inspire youth living with type 1 diabetes. Camp Kudzu relies heavily on volunteers to facilitate our camp programs, including a volunteer medical team specifically trained in diabetes management.	400 Camp Kudzu volunteers engaged in support of our mission will achieve this metric.	150 Camp Kudzu volunteers engaged in support of our mission will achieve this metric.
Number of parents and siblings of Fulton County youth living with T1D who are educated through Camp Kudzu's outreach and camp programs. 23 Fulton County residents, who are parents or siblings of T1D youth, will be educated on best practices of T1D disease management through Camp Kudzu's outreach and camp programs.	21 Fulton County residents will achieve this metric.	2 Fulton County residents will achieve this metric.
Value of Camp Stipends awarded to underserved Fulton County youth living with T1D to attend a 2024 Camp Kudzu program. $12,000 in camp stipends will be awarded to support underserved Fulton County youth living with T1D to attend a 2024 Camp Kudzu program.	$9,000 awarded in stipends to underserved Fulton County T1D youth in order to attend a 2024 Camp Kudzu program will achieve this metric.	$3,000 awarded in stipends to underserved Fulton County T1D youth in order to attend a 2024 Camp Kudzu program will achieve this metric.

Agency Defined Performance Measure(s):

Through Camp Kudzu's offering of year-round programs, Camp Kudzu will attain the following agency define performance measures under the Health & Wellness Service Category in 2024:

-Number of volunteers actively engaged in support of Camp Kudzu's mission and program delivery. 550 Camp Kudzu volunteers will achieve this metric.

-Number of parents and siblings of Fulton County youth living with T1D who are educated through Camp Kudzu's outreach and camp programs. 23 Fulton County residents will achieve this metric.

-Value of Camp Stipends awarded to underserved Fulton County youth living with T1D to attend a 2024 Camp Kudzu program. $12,000 distributed in stipends for underserved campers to attend a 2024 Camp Kudzu program will achieve this metric.

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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

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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

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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 **$50,000.00.**

(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.

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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:

Camp Kudzu Inc.
8601 Dunwoody Place Suite 508
Atlanta, Georgia 30350

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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

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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.

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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 **Camp Kudzu 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

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(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.

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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.

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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.

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STATE OF GEORGIA

COUNTY OF FULTON

FORM F: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services[1] under a contract with **[insert name of prime contractor (Agency)]** Camp Kudzu, Inc dba Camp Kudzu 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.

#395241
EEV/Basic Pilot Program* User Identification Number

Camp Kudzu, Inc dba Camp Kudzu
Name of Contractor (Agency)

BY: Authorized Signature of Officer or Agent of Contractor

Associate Executive Director
Title of Authorized Officer or Agent of Contractor of Contractor

Kathryn E Shreve
Printed Name of Authorized Officer or Agent of Contractor

Sworn to and subscribed before me this 21 day of Feb, 20 24

Notary Public: Eleazar Avraham

County: Fulton

Commission Expires: 6-15-25

ELEAZAR AVRAHAM NOTARY PUBLIC GEORGIA EXPIRES June 15, 2025 FULTON COUNTY

[1]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.

[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].

Docusign Envelope ID: E4CC87D9-F839-47F8-8760-3B60E24D1F04

STATE OF GEORGIA

COUNTY OF FULTON

FORM G: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT

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

581826782

EEV/Basic Pilot Program* User Identification Number of Subcontractor

Camp Twin Lakes, Inc.

Name of Subcontractor (Individual/Agency)

BY: Authorized Signature Officer or Agent of Subcontractor

Chief Experience Officer

Title of Authorized Officer or Agent of Subcontractor

Dan Mathews

Printed Name of Authorized Officer or Agent of Subcontractor

Sworn to and subscribed before me this 12th day of February, 2024.

Notary Public: Heather Saltamacchio

County: Walton

Commission Expires:

HEATHER SALTAMACCHIO
NOTARY PUBLIC
Walton County
State of Georgia
My Comm. Expires July 26, 2025

HEATHER SALTAMACCHIO NOTARY PUBLIC WALTON COUNTY, GEORGIA

[3]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.

[4]*[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].

Docusign Envelope ID: E4CC87D9-F839-47F8-8760-3B60E24D1F04

STATE OF GEORGIA

COUNTY OF FULTON

FORM G: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT

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

137083

EEV/Basic Pilot Program* User Identification Number of Subcontractor

Marcus Jewish Community Center of Atlanta, Inc.

Name of Subcontractor (Individual/Agency)

BY: Authorized Signature Officer or Agent of Subcontractor

CEO

Title of Authorized Officer or Agent of Subcontractor

Jared Powers

Printed Name of Authorized Officer or Agent of Subcontractor

Sworn to and subscribed before me this 9th day of February, 2024.

Notary Public: Sharon Murphy

County: Cobb

Commission Expires: 10/21/2024

SHARON MURPHY NOTARY PUBLIC COBB COUNTY, GEORGIA MY COMMISSION EXPIRES OCTOBER 21, 2024

[3]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.

[4]*[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].

Docusign Envelope ID: E4CC87D9-F839-47F8-8760-3B60E24D1F04

STATE OF GEORGIA

COUNTY OF FULTON

FORM G: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT

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

424164

EEV/Basic Pilot Program* User Identification Number of Subcontractor

High Meadows School, Inc.

Name of Subcontractor (Individual/Agency)

BY: Authorized Signature Officer or Agent of Subcontractor

Camp Director

Title of Authorized Officer or Agent of Subcontractor

John M. Dovic

Printed Name of Authorized Officer or Agent of Subcontractor

Sworn to and subscribed before me this 12th day of February, 2024.

Notary Public: Jane Murphy

County: Cherokee County

Commission Expires: 10-17-2027

JANE MURPHY NOTARY PUBLIC CHEROKEE COUNTY, GEORGIA MY COMMISSION EXPIRES OCTOBER 17, 2027

[3]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.

[4]*[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].

Docusign Envelope ID: E4CC87D9-F839-47F8-8760-3B60E24D1F04

STATE OF GEORGIA

COUNTY OF FULTON

FORM G: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT

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

02-0652284

EEV/Basic Pilot Program* User Identification Number of Subcontractor

Vision Atlanta, Inc.

Name of Subcontractor (Individual/Agency)

Susan Pridemore

BY: Authorized Signature Officer or Agent of Subcontractor

Treasurer

Title of Authorized Officer or Agent of Subcontractor

Susan Pridemore

Printed Name of Authorized Officer or Agent of Subcontractor

Sworn to and subscribed before me this 21 day of February, 2024.

Notary Public: Kimberly Cordero

County: Gwinnett

Commission Expires: 12/18/2027

KIMBERLY RENEE CORDERO
Notary Public - State of Georgia
Gwinnett County
My Commission Expires Dec 18, 2027

[3]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.

[4]*[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].

Docusign Envelope ID: E4CC87D9-F839-47F8-8760-3B60E24D1F04

CAMPKUD-01 EFARMER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/28/2024

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
Oakbridge Insurance Agency
6310 Bradley Park Drive
Columbus, GA 31904

CONTACT NAME: Stacy Johnson
PHONE (A/C, No, Ext): (706) 221-4593 317 FAX (A/C, No):
E-MAIL ADDRESS: sjohnson@oakbridgeinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Crum & Forster Specialty Insurance Company	44520
INSURER B : Crum and Forster Insurance Goup	44520
INSURER C : North River Insurance Company	21105
INSURER D : United States Fire Insurance Company	21113
INSURER E :	
INSURER F :	

INSURED
CAMP KUDZU, INC.
8601 Dunwoody Place, Suite 508
Sandy Springs, GA 30350

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	X		5069079126	10/1/2023	10/1/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG PROFESSIONAL LI	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 3,000,000 $ 1,000,000 $ 1,000,000
B	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			5069079126	10/1/2023	10/1/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	[ ] UMBRELLA LIAB [X] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			5821222086	10/1/2023	10/1/2024	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		4087458468	10/1/2023	10/1/2024	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A	Abuse Liability			5069079126	10/1/2023	10/1/2024	Each Occurrence	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate holder is an additional insured per the coverage form attached to this policy

CERTIFICATE HOLDER

Fulton County Government
141 Pryor Street SW
Atlanta, GA 30303-3408

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Stacy Johnson

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The ACORD name and logo are registered marks of ACORD

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POLICY NUMBER: 5069052405

COMMERCIAL GENERAL LIABILITY
CG 20 26 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):
ANY PERSON OR ORGANIZATION WHOM YOU ARE REQUIRED TO ADD AS AN ADDITIONAL INSURED TO THIS POLICY BY WRITTEN CONTRACT OR AGREEMENT, UNLESS SUCH CONTRACT OR AGREEMENT IS EXECUTED AFTER THE DATE OF LOSS.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

© Insurance Services Office, Inc., 2012

Docusign Envelope ID: E4CC87D9-F839-47F8-8760-3B60E24D1F04

Policy Number 5069052405

ABUSE LIABILITY COVERAGE
SUPPLEMENTAL DECLARATIONS

Item 1. Limits of Insurance	
Abuse Liability	
Each "Abuse Occurrence" Limit	$ 1,000,000
Abuse Aggregate Limit	$ 2,000,000

Item 2. Premium	
Abuse Liability Coverage Premium	$ 1,330

Docusign Envelope ID: E4CC87D9-F839-47F8-8760-3B60E24D1F04

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

OWNER:

FULTON COUNTY, GEORGIA

DocuSigned by:
Robert L. Pitts
BA715B1A26544E7...

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST:

DocuSigned by:
Tonya R. Grier
EEC476C4837648D...

Tonya R. Grier
Clerk to the Commission

(Affix County Seal)

DocuSigned by:

CONTRACTOR:

VENDOR NAME **Camp Kudzu, Inc.**

DocuSigned by: Name of Signatory: Robert Shaw
Robert Shaw
C476239AF3194D3... Title of Signatory: CEO

Authorized Signature

ATTEST:

DocuSigned by: Name of 2nd Signatory: **Kat Shreve**
Kat Shreve
9677FF1F97A3441... Title of 2nd Signatory: **Associate Executive Director**

Second Authorized Signature

DS

(Affix Corporate Seal, if applicable)

APPROVED AS TO FORM:

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

Docusign Envelope ID: 1CE0C209-A14B-4339-AA7D-6D4CCBD9EF2A

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

OWNER:

FULTON COUNTY, GEORGIA

DocuSigned by:
Robert L. Pitts
BA715B1A26544E7...

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST:

DocuSigned by:
Tonya R. Grier
EEC476C4837648D...

Tonya R. Grier
Clerk to the Commission

DocuSigned by:

(Affix County Seal)

CONTRACTOR:

VENDOR NAME **Auditory Verbal Center, Inc.**

DocuSigned by:
DEBORAH BRILLING
E7A19973C57E40F...

Name of Signatory: Deborah AnneBrilling
Title of Signatory: Executive Director/CEO

Authorized Signature

ATTEST:

DocuSigned by:

Name of 2nd Signatory: **Roger green**
Title of 2nd Signatory: **Ch**
E30CBE5B1479421...

Second Authorized Signature

DS

(Affix Corporate Seal, if applicable)

APPROVED AS TO FORM:

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

Docusign Envelope ID: 1CE0C209-A14B-4339-AA7D-6D4CCBD9EF2A

FULTON COUNTY

CONTRACT DOCUMENTS

FOR

REQUEST FOR PROPOSAL 24RFP013124C-MH

2024 CONSOLIDATED COMMUNITY SERVICES PROGRAM

FOR

DEPARTMENT OF COMMUNITY DEVELOPMENT

OF

FULTON COUNTY, GEORGIA

Docusign Envelope ID: 1CE0C209-A14B-4339-AA7D-6D4CCBD9EF2A

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 **Auditory Verbal Center 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:

Docusign Envelope ID: 1CE0C209-A14B-4339-AA7D-6D4CCBD9EF2A

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

Docusign Envelope ID: 1CE0C209-A14B-4339-AA7D-6D4CCBD9EF2A

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: Disabilities

CCSP Funding Priority(ies):

Children and Youth: Not Applicable

Disabilities: Number of Persons with Disabilities (PWD) included in programs due to increased accessibility...,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...

Docusign Envelope ID: 1CE0C209-A14B-4339-AA7D-6D4CCBD9EF2A

Economic Stability: Not Applicable

Health and Wellness: Not Applicable

Homelessness: Not Applicable

Senior Services: Not Applicable

Veterans Services: Not Applicable

Auditory Verbal Center Inc., Auditory Verbal Therapy/Early Intervention for Deaf and Hard of hearing children 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
Auditory Verbal Center	1875 Century Blvd. Suite 200	Atlanta	GA	30345	NA	1,2,3,4,5,6

Approach and Design:

Auditory Verbal Center Inc., Auditory Verbal Therapy/Early Intervention for Deaf and Hard of hearing children will provide services to **18** clients that reside in Fulton County, with CCSP funding.

Auditory Verbal Center Inc., will provide the following activities and services in Fulton County with CCSP funding:

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The CDC reports the lifetime educational cost of hearing loss to be estimated at $115,600 per Deaf or Hard of Hearing (DHH) child. Add to this an additional $416,400 for healthcare costs and lost wages. Multiply this total of $532,000, times the 9 DHH children to be served by the proposed project ($4,788,000) and this is what the state of Georgia and Fulton County can expect to incur in the delivery of special education services, healthcare, and lost taxable income over the next decade should CSP funding not be awarded. Our Auditory Verbal Therapy (AV therapy) program proposes to reduce these costs for this specific cohort of children by empowering them with listening and spoken language proficiency without the use of sign language and full integration within our hearing culture needing no special accommodations for their hearing disability.

If left untreated, hearing loss can have a significant impact on a child's development, including speech, literacy, and socialization. Without early intervention, children with hearing loss may face lifelong consequences such as developmental disabilities, reduced learning and earning potential, and dependence on others. Without proper intervention, many never learn to read or speak at a level sufficient for full participation in society.

Research shows that 80% of language ability is established by the 18th month of age, and that hearing plays a crucial role in the development of language skills. Children with untreated hearing loss are at a higher risk of developing comorbid disabilities. The statistics show DHH persons are 61% more likely to develop a learning disability; 46.6% more likely to develop ADD/ADHD; 19.7% more likely to develop stuttering; and, 12.1% more likely to develop an intellectual disability.

Studies have found that 52% of DHH children with comorbid developmental disabilities are more likely to have multiple visits to emergency rooms compared to children without disabilities. The AV therapy program, which has 47 years of evidence-based practice, assessments, and results-driven outcome data, aims to prevent the development of these comorbid disabilities by initiating therapy during the infant and early toddler years.

Thanks to modern medical advances, children who are DHH now have access to highly effective hearing aids or cochlear implants, which can provide significant levels of auditory input. Our AV therapy program complements these devices by teaching children how to interpret the input they are receiving, toward the development of proficient listening and spoken language skills without the use of sign language. This combination of technology and therapy equips DHH children to fully understand the hearing environment in which they live; and it prepares them to participate in it safely and proficiently.

AV therapy aims to bridge the gap between a deaf child's hearing ability and their age by creating a path from the ear to the brain for language understanding. Through regular therapy sessions utilizing play-based techniques, Auditory Verbal Therapists guide parents to become their child's primary language educators. Working in conjunction with the child's audiology team, AV therapy ensures that hearing devices are optimized for maximum auditory input, meaning that the child can hear what's going on around him/her. Because parents can't live in our offices 24/7 (smile), our hands-on parent coaching becomes most critical, as it is the family environment that becomes ground zero for the child learning vocabulary and comprehending his/her surroundings. We coach the family to be the Childs primary role model for language. This daily practice, when implemented effectively, makes it so the child learns to pay attention to sound automatically, making hearing and listening an integral part of communication, play, education, and ultimately work. The most effective time frame for developing these skills is between 0-5 years old, further emphasizing the importance of early intervention.

AV therapy services include an initial comprehensive evaluation, weekly in person and virtual therapy sessions, regular progress evaluations every six months, and annual assessments. Treatment plans are customized based on the child's

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evaluation results, age at diagnosis, degree of hearing loss, developmental delays, and parent involvement. Each week, children build on previously learned language, auditory, and cognitive concepts through positive reinforcement and personal connections. Progress is closely monitored to ensure parents are incorporating therapy into the child's daily home environment. Parents receive tailored lesson plans, child development literature, and access to a toy lending library. Treatment plans are adjusted based on clinical outcomes and parent feedback. Testing takes place at six-month intervals to ensure children are applying learned concepts and can communicate effectively. Completion of the program is based on the child's acquisition of age-appropriate communication skills, which typically takes 2-5 years.

The proposed program supports: three of the strategic priority area objectives within the Fulton County Government strategic priority area "Health and Human Services" and three of the CSP Disabilities Funding Priorities, as identified by the Disabilities Service Category.

1. Prevent health disparities by educating residents and connecting them to available resources (# of uninsured adults and children, # of residents with co-morbidity).

Our AV therapy program prevents health disparities by specifically targeting children who are most at-risk for going un-served due to lack of insurance coverage, low household income, and co-morbidity. All, or 100%, of children served by CSP funds will be affected by one or more of these factors.

2. Support the vulnerable residents in our social services (#of residents who have access to home-based and community services for people with disabilities, # of people who receive support services).

The project proposes to serve 9 DHH children and 9 of their parents/caregivers/family members with clinic and home-based intensive Auditory Verbal Therapy.

3. Help residents realize their educational potential through our community services and library programs.

AV therapy helps residents realize their educational potential through the development of auditory skills, comprehension, use of spoken language, and production of speech without the use of sign language. This allows DHH children to achieve cognitive speech and language functioning equal to that of or exceeding normal hearing peers allowing access to mainstream education. In fact, 100% of the children who graduate from AV therapy can transition into traditional hearing classrooms by kindergarten age, school ready, needing no special assistance for their hearing loss for the rest of their lives. They are on target for 3rd grade reading levels by the time they reach 3rd grade.

The three CSP Disabilities Funding Priorities addressed include:

1. Early intervention (0-5) services and training for children with cognitive and physical disabilities; Developing a foundation for youth (0-24) with disabilities in: (a.) Training/Education, (b.) Job readiness/Vocational; internships, and (c.) Sense of belonging; support groups respite care, program support and inclusion.

Affording younger DHH children access to Auditory Verbal Therapy during their early years is proven to put these children on the path to achieving the same educational outcomes as their same-age hearing peers, and directly helps them achieve future financial and social independence. Without early intervention, these children most often struggle in school and have limited job prospects as adults, relying on financial support from their families or government assistance. AV therapy closes this gap by teaching these children to communicate effectively so they can function independently in hearing environments.

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2. After school, weekend, summer programs, and family caregiver supports and services for persons with Intellectual and Developmental Disabilities. Social and cultural programs for persons with Developmental Disabilities to decrease isolation and promote social interaction and development of interpersonal and emotional skills. Programs which promote wellness for the special needs of Persons with Disabilities exclusive of their specific disability.

AV therapy helps DHH children develop the skills they need to communicate, socialize, and succeed academically in mainstream classrooms, without the need for special accommodations. The program equips parents to be their child's language role models, enabling them to replicate the therapy environment within the home and in everyday activities. The result is full inclusion for DHH children, even for those with the most profound hearing loss.

3. Programs that promote educational (youth with disabilities) and/or vocational and Career Readiness skills (adults with disabilities); programs that support teaching work skills, interpersonal communication, customer relations skills, and opportunities which could lead to greater self-sufficiency. Job readiness/training and job opportunities for persons with disabilities, particularly youth finishing high school. Educating/training persons without disabilities how to interact/work with persons with disabilities, in the workplace and in the community. Education and access to health information for Persons with Disabilities (with specific emphasis on health topics like: COVID-19 safety, testing, and vaccines).

Our program, with a completion rate of 80%-90%, enables DHH children to attend mainstream classrooms without the need for special accommodations, and alongside their hearing peers. The success of the program is largely due to the parent/caregiver coaching component which teaches parents how to apply therapy methods in their daily lives, further ensuring that the child's progress continues outside of the therapy sessions. Graduates from the program are school ready to learn by the time they enter kindergarten and achieve 3rd grade reading level by the time they are in 3rd grade. These children are able to graduate from high school and continue on for higher education or work. They are not limited because of their hearing disability.

To help support the family's journey, AVC collaborates with multiple strategic partners. Georgia Pathway to Language and Literacy (Georgia Pathway) is one collaboration. This collaboration is a statewide coalition of 20+ service organizations dedicated to ensuring DHH children can achieve grade level reading proficiency by third grade. Our agency is an essential contributor in that we work with other coalition partners to ensure children with hearing loss diagnoses are directed to appropriate service providers and enter education programs that enable them to achieve their communication goals.

Within the Georgia Pathway system of organizations, children with hearing loss are identified and diagnosed; their parents are supported with information and resources to choose their preferred method of communication and educational program (Auditory Verbal, Auditory-Oral,Sign Language); and home visits, referrals for services, and follow-up are provided. In coordination with the Department of Education, children's progress is tracked from the Georgia Pathway system into the public education system to ensure children are meeting their milestones regardless of the education program chosen. AVC is the third point of contact in this continuum of care, administering language evaluation assessments to children every six months to root out weaknesses in the system.

Other members of the coalition include: Atlanta Area School for the Deaf, Atlanta Speech School, Children's Healthcare of Atlanta, Georgia Department of Community Health/Public Health Division - Universal Newborn Hearing Screening and Intervention (UNHSI), Georgia Department of Education, Georgia Hands & Voices, Georgia PINES, Georgia School for the Deaf (GSD), Georgia State University - Special Education Department/Deaf/HH Program, Nancy Hurd Buice, Consultant, North Georgia Regional Educational Service Agency (RESA), Georgia Learning Resources System (GLRS),

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Professional Preparation in Cochlear Implants (PPCI), and Seaton Consultants. Each of these organizations play a pivotal role in the development of policy, direct service delivery, and efficacy and evaluation of efforts that directly impact Georgia's DHH population.

AVC also collaborates with Lekotek play therapy services, Audiologists, Pediatricians, Ear Nose and Throat (ENT) specialists, and Dr. Paula Harmon (MD Otolaryngology), a Cochlear Implant Surgeon. Lekotek provides assistive devices for families to use in their homes during the therapy process. Additionally, we work alongside each client's pediatrician and/or ENT throughout the therapy process to ensure our treatment plan includes critical primary care objectives. Lastly, Dr. Paula Harmon is one of the surgeons who provides Cochlear Implant surgery for qualifying children diagnosed DHH. Cochlear Implants are surgically implanted hearing devices that permit sound to travel to the brain for interpretation. Most AV therapy program participants have Cochlear Implants. The Auditory Verbal Therapy teaches children to develop the language and vocabulary for the sounds being transmitted.

In 1977, Auditory Verbal Center, Inc. began as a support group helping parents realize the best outcomes for their DHH children. Today, we represent as the leading provider of AV therapy in Georgia. We have pioneered state recognition of Auditory Verbal Therapy and achieved fiscal appropriations to serve the uninsured and underinsured. We achieved and managed a state-funded hearing aid loaner bank program in collaboration with the Georgia Department of Public Health, providing loaner hearing aids to children in need and those who will be getting a Cochlear Implant. We serve on the Executive Committee for Georgia Pathway to Language and Literacy and the Georgia Early Hearing, Detection and Intervention (EHDI) program, two statewide committees charged with ensuring that DHH children can read at grade-level by 3rd grade; as well as, Georgia Pathways Medicaid subcommittee, charged with advocating for greater coverage of AV therapy services and Access to Language.

We have referral relationships with Ear Nose and Throat doctors, Audiologists, the Georgia Department of Education's Mobile Audiology Unit, Children's Medical Services, Georgia's 18 health districts, Babies Can't Wait, and Georgia Pines; all entities working directly with children diagnosed with hearing loss. We also serve as a practicum site for the training of Auditory Verbal Therapists (a highly specialized field with a pool of only 900 professionals worldwide).

For those requiring physical accommodations, the proposed project takes place in a facility that is accessible under the Americans with Disabilities Act. We are located within six miles of downtown Atlanta and conveniently located along the public transportation route. There are clearly marked handicapped parking spaces at the front door of the building that includes a ramp for wheelchairs. The building is located at ground level and has multiple wheelchair accessible bathrooms, hallways, doorways, and height-appropriate watering stations.

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.).

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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.)	$0.00
Operational	$10,000.00
Direct Services	$30,000.00
Total	$40,000.00

Explanation of Funding Details:

Funding will cover the delivery of 315 Auditory Verbal Therapy sessions to 9 disabled children and 9 of their parents/caregivers/family members residing in Fulton County. The cost per session is $430 covering therapist salaries, administrative salaries, clinical and office supplies, occupancy, telecommunications, insurance, postage, printing, marketing, training, travel, etc.. The cost per session $430, for 315 sessions, totals $135,450. We are recieving $40,000

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from Fulton County for Operational and Direct Services expenditures only; and $95,450. will be contributed from other sources.

Program Performance Measures:

Auditory Verbal Center 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 (PWD) included in programs due to increased accessibility...,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 CSP funding, during the funding period 01/01/2024 through 12/31/2024:

The overall goal of the AV therapy program is that each child graduating can demonstrate social, cognitive, speech, language, and auditory competency levels equal to or exceeding those of their same age, normal hearing peers and without the need for special assistance or assistive devices. To determine the treatment plan and measure progress, each child participates in a baseline evaluation at the first appointment and a progress diagnostic evaluation annually there-after.

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Weekly clinical outcomes are collected, recorded, and measured across three indicators by Auditory Verbal Therapists. The following milestones are documented in the clinical notes:

1. Each child wears his/her hearing aid or cochlear implant throughout their waking hours and demonstrates progress in tolerating them;
2. Each child demonstrates progress in the four auditory levels: 1) Attention; 2) Discrimination; 3) Identification; and 4) Comprehension of auditory stimuli; and
3. Each child demonstrates individual growth in auditory, language, and speech skills by accomplishing 80%-90% of identified therapy objectives in all areas of communication.

The individualized treatment plan and assessment/evaluation tools are used to collect weekly progress data and serve as the basis for treatment plan revisions. The progression timeline varies with each child and is based on each's severity of hearing loss, developmental delays, start date, and parent participation.

After participating in the program for an average of 2-5 years and undergoing weekly intensive listening, verbal recognition, and home training, **100% of our graduates are able to mainstream into traditional hearing classrooms needing no additional help for their hearing loss by the time they enter kindergarten**. Each year, **an average of 10-20 children graduate** and can mainstream into kindergarten classrooms **able to learn independently.**

To ensure children are able to function cognitively in the classroom setting, we employ a number of standardized testing measures used by traditional school systems including: Alperi-Boll Developmental Profile 11, Sequenced Inventory of Communication Development (SICD), Peabody Picture Vocabulary Test, 3rd Edition, and Form A and B (PPVT). During the funding period, AVC will report on the following County-defined performance measures:

#1 "Number of persons with disabilities included in programs due to increased accessibility; physical environment, transportation, housing, alternative communications" (data collection via intervention plan documentation and clinical notes)

Each participant of our program represents a person with a disability who would not otherwise access services due to a lack of insurance coverage and financial inability to pay out-of-pocket co-pays and deductibles. Additionally, we are the only AV therapy program with bilingual Auditory Verbal Therapists serving a growing population of Hispanic children with parents who speak Spanish as their primary language. We employ three bilingual staff members and have translated all forms and documents in Spanish in order to accommodate Spanish-speaking families. These families represent 32% of our total client base.

As a direct result of these progressive policies, our program creates opportunities for hearing-disabled persons to participate in a breadth of other social-based activities once they are able to communicate without impediments.

#2 "Number of persons with disabilities who are self-sufficient or able to live independently because they can achieve necessary training or education to be employed or be able to achieve comparable salaries as those without disabilities" (data collection via intervention plan documentation and clinical notes)

Over our 47 year service history, we have proven that 100% of children who achieve the clinical outcomes defined in their individualized intervention plans can perform on par with or exceed the academic performance of their normal-hearing peers. It's the education that makes them, as adults, employable without special accommodation. Without

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Auditory Verbal Therapy, according to the National Institute of Health (2015), hearing disabled persons are twice as likely to be unemployed/underemployed and have family incomes of $20,000 or less.

This will be measured by the number of Fulton County children who graduate from our program and can mainstream into typical hearing classrooms needing no special accommodations or assistance for their hearing disability.

#3 "Number of persons with disabilities who can focus on overall wellness, including better management of their disability" (data collection via intervention plan documentation and clinical notes)

Developing auditory, comprehension, cognitive, and social skills allows persons with hearing disability to avoid further health complications and co-morbid developmental and cognitive disabilities that often result due to undetected and untreated hearing loss. For hearing disabled persons, gaining the ability to listen and speak means greater self-empowerment, self-advocacy, and self-management.

#4 “Number of persons without disabilities educated/trained to interact/work with persons with disabilities in the workplace and in the community” (data collection via intervention plan documentation and clinical notes)

During weekly therapy sessions, parents/caregivers/family members receive coaching and instruction on how to integrate therapy within the home environment and within daily activities. Parents learn developmental milestones and are empowered to become their child’s primary language role model, advocate, and teacher.

Agency Defined Performance Measure(s):

During the funding period, AVC will report on the following agency-defined performance measures (data collection via intervention plan documentation and clinical notes):

1. Each child wears his/her hearing aid or cochlear implant throughout their waking hours and demonstrates progress in tolerating them;

2. Each child demonstrates progress in the four auditory levels: 1) Attention; 2) Discrimination; 3) Identification; and 4) Comprehension of auditory stimuli; and

3. Each child demonstrates individual growth in auditory, language, and speech skills by accomplishing 80%-90% of identified therapy objectives in all areas of communication.

ADDITIONAL REQUIREMENTS

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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.

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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.**

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(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

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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:

Auditory Verbal Center Inc.
1875 Century Blvd. NE suite 200
Atlanta, Georgia 30345

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.

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(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

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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

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(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 **Auditory Verbal Center 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,

Docusign Envelope ID: 1CE0C209-A14B-4339-AA7D-6D4CCBD9EF2A

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.

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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.

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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.

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STATE OF GEORGIA

COUNTY OF FULTON

FORM F: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services[1] under a contract with **[insert name of prime contractor (Agency)]** Auditory Verbal Center, 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.

91750
EEV/Basic Pilot Program* User Identification Number

Auditory Verbal Center, Inc.
Name of Contractor (Agency)

Deborah Anne Brilling
BY: Authorized Signature of Officer or Agent of Contractor

CEO/Executive Director
Title of Authorized Officer or Agent of Contractor of Contractor

Deborah Anne Brilling
Printed Name of Authorized Officer or Agent of Contractor

Sworn to and subscribed before me this 20th day of February 2024

Notary Public: Delphine Spann

County: Fulton

Commission Expires: April 23, 2024

DELPHINE SPANN NOTARY PUBLIC FULTON COUNTY, GEORGIA MY COMMISSION EXPIRES APRIL 23, 2024

[1]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.

[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].

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Not Applicable

STATE OF GEORGIA

COUNTY OF FULTON

FORM G: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT

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

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

_____
Name of Subcontractor (Individual/Agency)

Does not apply to AVC at this time

_____
BY: Authorized Signature Officer or Agent of Subcontractor

2/20/2024

_____
Title of Authorized Officer or Agent of Subcontractor

_____
Printed Name of Authorized Officer or Agent of Subcontractor

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

Notary Public: _____

County: _____

Commission Expires: _____

[3]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.

[4]*[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].

Docusign Envelope ID: 1CE0C209-A14B-4339-AA7D-6D4CCBD9EF2A

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/21/2024

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
Continuity Risk Partners, Inc.
P.O. Box 70065
Marietta GA 30007

CONTACT NAME: Kim Brown
PHONE (A/C, No, Ext): (770) 434-5000 **FAX (A/C, No):** (678) 766-1164
E-MAIL ADDRESS: kimb@criskpartners.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Selective Insurance Co of Southeast	39926
INSURER B : Selective Insurance Co of South Carolina	19259
INSURER C : Hanover Atlantic insurance Company Ltd	22292
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
THE AUDITORY-VERBAL CENTER INC
1875 Century Blvd NE
SUITE 200
Atlanta GA 30345

COVERAGES **CERTIFICATE NUMBER:** Master 23-24 **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	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y		S 2191751	11/01/2023	11/01/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG [ ]	$ 1,000,000 $ 300,000 $ 10,000 $ Included $ 3,000,000 $ 3,000,000 $
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			S 2191751	11/01/2023	11/01/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) [ ]	$ 1,000,000 $ $ $ $
A	[X] UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 0			S 2191751	11/01/2023	11/01/2024	EACH OCCURRENCE AGGREGATE [ ]	$ 2,000,000 $ 2,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC 9012817	11/01/2023	11/01/2024	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 500,000 $ 500,000 $ 500,000
C	Professional Liability			L3A J643236 00	02/06/2024	02/06/2025	Each Claim Aggregate Deductible	1,000,000 3,000,000 1,000

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

** See Atached Forms**

CERTIFICATE HOLDER
Fulton County Government
141 PRYOR ST SW
Atlanta GA 30303

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

AUTHORIZED REPRESENTATIVE
Peter Wilcox Jr

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AGENCY CUSTOMER ID: 00004033

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY Continuity Risk Partners, Inc.	**NAMED INSURED** THE AUDITORY-VERBAL CENTER INC
POLICY NUMBER	
CARRIER / **NAIC CODE**	**EFFECTIVE DATE:**

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance: Notes

Blanket Additional Insured with regards to the General Liability policy, per endorsement BP 72 47 09 19

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ADDITIONAL COVERAGES

Ref #	Description	Coverage Code	Form No.	Edition Date
	Non-owned	NOWND		

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
1,000,000	3,000,000				$86.00

Ref #	Description	Coverage Code	Form No.	Edition Date
	Hired Auto	HRDBB		

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
1,000,000	3,000,000				$44.00

Ref #	Description	Coverage Code	Form No.	Edition Date
	Terrorism Cov	TRSM		

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
					$93.00

Ref #	Description	Coverage Code	Form No.	Edition Date
	Domestic Terrorism	DMTR		

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
					$215.00

Ref #	Description	Coverage Code	Form No.	Edition Date
	Increased employer's liability	INEL		

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
					$75.00

Ref #	Description	Coverage Code	Form No.	Edition Date
	Expense constant	EXCNT		

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
					$160.00

Ref #	Description	Coverage Code	Form No.	Edition Date
	Sched Rating Cr/Debit	SCHD		

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
					$295.00

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

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AGENCY CUSTOMER ID: 00004033

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY Continuity Risk Partners, Inc.	**NAMED INSURED** THE AUDITORY-VERBAL CENTER INC
POLICY NUMBER	
CARRIER / **NAIC CODE**	**EFFECTIVE DATE:**

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance: Notes

Insurer D: Selective Ins Co of America NAIC#12572
Policy #MY1012950
Eff. 11/14/2023-11/14/2024
Directors & Officers Liability - $1,000,000 Limit/$1,000 Retention

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FULTON COUNTY

CONTRACT DOCUMENTS

FOR

REQUEST FOR PROPOSAL 24RFP013124C-MH

2024 CONSOLIDATED COMMUNITY SERVICES PROGRAM

FOR

DEPARTMENT OF COMMUNITY DEVELOPMENT

OF

FULTON COUNTY, GEORGIA

Docusign Envelope ID: 4603F69F-E865-4E83-A0D9-0DC705286391

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 **Making A Way Housing, 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:

Docusign Envelope ID: 4603F69F-E865-4E83-A0D9-0DC705286391

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

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ARTICLE I - PARTIES AND TERM:

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

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

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

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

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

ARTICLE II - SCOPE OF CONTRACTOR'S DUTIES:

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

SCOPE OF WORK:

Consolidated Community Services Program (CCSP)

CCSP Service Category: Economic Stability/Poverty

CCSP Funding Priority(ies):

Children and Youth: Not Applicable

Disabilities: Not Applicable

Economic Stability: Access to digital literacy training for middle skill jobs-earn & learn models allowing job seekers to meet basic needs...,Career Exploration/ re engagement with educational systems by opportunity youth. Access to educational resources...,Emergency Financial Assistance

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inclusive of Rental and Mortgage assistance as well as Utility assistance,Improved access to economic opportunities programs/resources focused on foundational education...,Training Job Development Employment which leads to self sufficiency Ex offender support services...

Health and Wellness: Not Applicable

Homelessness: Not Applicable

Senior Services: Not Applicable

Veterans Services: Not Applicable

Making A Way Housing, Inc, Favored To Win! Employment Services Program (F2W!-ESP) 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
Favored To Win!	377 Westchester Boulevard Northwest	Atlanta	GA	30314	4	4

Approach and Design:

Making A Way Housing, Inc, Favored To Win! Employment Services Program (F2W!-ESP) will provide services to **30** clients that reside in Fulton County, with CCSP funding.

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Making A Way Housing, Inc, will provide the following activities and services in Fulton County with CCSP funding:

1. Identifies specific activities and services that will be provided to support one or more CSP funding priorities.

The activities and services provided through F2W!-ESP support CCSP's Economic Stability/Poverty funding priority. The Favored To Win! Employment Services Program (F2W!-ESP) is a job readiness assessment and training program designed to assist the most disadvantaged individuals from underserved homeless populations by tailoring employment services to address their barriers, needs, and strengths. F2W!-ESP combines case management, vocational assessments, skill-building sessions, and a 4-week job readiness training program to help homeless individuals gain the knowledge and skills needed to become employable and self-sufficient.

Although the organization's initial focus was to provide decent, affordable supportive housing, a more inclusive continuum of care program model was adopted to address the multi-faceted nature of problems homeless and chronically homeless individuals face. Today, MAWH offers support services and resident access to a wealth of community resources, including case management, comprehensive referral services, transportation, and onsite support groups and life-skills training. The dedicated program staff assists formerly homeless and chronically homeless individuals with obtaining gainful employment, learning to cope with and manage mental illness, achieving long-lasting substance abuse recovery, and reintegrating back into the community as productive, independent citizens.

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

Making A Way Housing (MAWH) operates a gated housing community situated on 4-acres of land, located in southwest Atlanta's Grove Park neighborhood, which operates 24/7 year-round. MAWH provides emergency shelter, supportive transitional and permanent housing, and a pre-recovery program for single adults facing complex challenges related to chronic homelessness, substance addiction, mental illness, and HIV/AIDS. The facility consists of 66-two bedroom, one-bath apartment units and a 25-bed emergency shelter. Community spaces and supplemental services include a conference room, recreation room, fitness facility, laundry room, a clothes

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closet, and food pantry. Free meals are served daily, and the facility is conveniently located along a MARTA public transportation route.

Participants accepted into MAWH's emergency and transitional housing program participate in monthly workshops and groups designed to address various issues that lead to housing instability. The participants begin to attend seminars within 7 days of their program acceptance. They must attend all MAWH mandatory meetings and at least 2 optional workshops/groups per month until completion of the program. Participants may attend more than the required number of workshops/groups during the month. The available workshop options include:

- Weekly MAWH Community Meeting (mandatory for ALL MAWH residents): Weekly informal resident assemblies to discuss certain residential happenings, issues, problems, and to vote on decisions that affect the entire MAWH community.
- Disease Concepts Group: Weekly groups designed to educate residents on the disease of addiction. The groups highlight the biological, neurological, genetic, and environmental sources of addiction and offer participants a safe, supportive space.
- Healthy Love/ HIV 101: A monthly workshop that provides education and risk reduction strategies to educate those who are at risk for the disease, as well as those who have the disease. Sessions offer an in-depth overview of HIV, its impact on the body, and how the medication works. The importance of adherence to medical care is also discussed.
- Financial Literacy: A series of workshops addresses budgeting, financial planning, and credit. The goal is to provide basic to intermediate financial education.
- Life Skills: Monthly learning sessions that teach the necessary skills every adult needs to manage their life. These include but are not limited to: personal hygiene, clothing care (laundry, ironing, basic sewing); personal finance (checkbook and banking skills); travel training; apartment management (kitchen and bathroom clean up, vacuuming, bed making, etc.)
- Population Specific Peer-Support Groups: Weekly groups covering population-specific (heterosexual women, heterosexual men, MSM, and LGBTQI) topics in behavioral health and coping. Assists participants in obtaining and increasing their social support network.
- Employment Training & Leadership Skills: Designed to assist individuals with acquiring and improving skills to enhance one's ability to obtain and or maintain employment. Discussions around improving leadership skills to increase the likelihood of job stability and promotion.

All participants accepted into MAWH Programs must commit to abide by the MAWH's program policies and procedures with a primary emphasis on compliance with the zero-tolerance, drug-free approach. Participants are also responsible for submitting documentation of group/meeting attendance. Participants are not covered by a 3rd party Payor (e.g. Traveler's Aid, Living Room,

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etc.). According to one's ability to pay; residents are required to contribute to their monthly housing expenses. The amount of the tenant's rental amount or portion contribution is determined at intake and reviewed quarterly. A record of all workshops attended by participants will be maintained in the participant's file and the Case Manager must document the client's monthly progress on their ISP and log notes into the Pathways tracking system.

The initial intake process into the MAWH's program generally occurs through the Damascus Inn Shelter Program. Damascus Inn is a 25-bed emergency shelter that provides homeless men and women with an address to call their own. At the same time, they focus on the initial stages of recovery from substance abuse, mental health afflictions, and HIV/AIDS. One of the initial aspects touched upon includes helping residents obtain vital documents to begin preparing to transition into supportive housing and outpatient treatment programs. Once shelter residents achieve sobriety for 30 days, they have the option to transition into one of our other supportive housing programs, Gilead's Place or Daniel's Place. Eighty-two percent (82%) of Damascus Inn residents usually transition from the shelter into one of these supportive housing programs. These programs provide affordable transitional and permanent supportive housing at discounted rates, averaging two-thirds of the fair market value.

Intensive case management continues as the emphasis is placed on continued recovery and employment. Through case management, clients gain access to health care, life skills training, literacy classes, workforce development training, a computer lab for resumes and job searches, and a food pantry for the individuals waiting for food stamp allocation or meals on wheels, and transportation to medical appointments. After leaving the MAWH Compound, the staff remains in contact with participants for up to 6 months to provide guidance and continued support and collect follow-up data.

Case Managers conduct an intake to MAWH residential programs and facilitate essential linkages for homeless and chronically homeless individuals to health and social services, including primary medical care and mental health counseling. Professional Case Workers are assigned to each client to assist in developing individualized care plans that identify relevant services needed to support the achievement of care plan goals. If a desire to work or receive training is identified, the client is referred to an Employment Specialist for an in-depth vocational assessment and to create an individual vocational career plan.

Clients participate in learning sessions that teach basic skills every adult needs to manage their life. These skills include but are not limited to: personal hygiene, clothing care (laundry, ironing, basic sewing); personal finance (checkbook and banking skills), travel training, and apartment

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management (kitchen and bathroom clean up, vacuuming, bed making, etc.). Clients also attend a series of financial literacy workshops that address budgeting, financial planning, and credit to provide a basic intermediate financial education. Clients also participate in skill-building sessions for employment and leadership training. These sessions are designed to assist individuals with acquiring and improving skills to enhance their ability to obtain or maintain employment. Discussions around improving leadership skills in order to increase the likelihood of job stability and promotion.

The program provides clients with a Job Readiness and Retention Training Program, a 4-week course that meets every Wednesday of the month from 9:00am to 12:30pm. The program includes sessions on: Orientation and Goal Setting; Communication Skills; Workplace Expectations; Interview Techniques; Effective Resume; Dress for Success; Employment Applications; and Job Searching.

The MAWH program provides safe affordable housing with rental fees determined by household income and does not exceed 30% of residents' monthly after-tax income. There are no fees to receive emergency shelter services and all MAWH residents receive case management and supportive services, regardless of whether they are housed in our emergency, transitional or permanent housing program. The program works to increase financial literacy, budgeting skills, and access to gainful employment of the clients increases their potential for economic stability. The program also creates individualized service plans for each resident that identify and address personal and developmental barriers, including literacy, comprehension, and continuing education. Lastly, the program strives to alleviate hunger amongst our residents by providing nutritional meals, emergency food boxes and/or carry-over groceries for all clients, and three meals a day for our emergency shelter residents.

3. Fulton County "Health and Human Services" Key Performance Indicator(s)

- 20 out of 20 program participants (100%) will receive permanent supportive housing and support services.

- Percentage change in the homeless population year to year. Case Managers/Intake staff will collect baseline data at intake, and follow-up at 6 month and 12-month intervals to document program's contribution to reducing homeless population.

4. CCSP funding priorities as identified by the primary service category selected

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F2W!-ESP is a job readiness assessment and training program that combines case management, supportive services, retention assistance, vocational assessments, skill-building sessions, and a 4-week job readiness training program that was designed to help low-income disadvantaged jobseekers from underserved housing-challenged populations gain the knowledge and skills needed to become employable and self-sufficient. Therefore, the program's design and activities address all 5 of CCSP funding priorities under Economic Stability/Poverty.

1. Emergency Financial Assistance inclusive of Rental and Mortgage assistance, as well as Utility assistance.

2. Training/Job Development/Employment which leads to self-sufficiency. Ex-offender support services (employment, housing options and transitional skills training).

3. Career Exploration and re-engagement with educational systems by opportunity youth. Access to and support for educational resources.

4. Access to digital literacy / training for middle skill jobs including "earn and learn" models which allow job seekers to meet basic needs while training to enter living wage jobs.

5. Improved access to economic opportunities, programs and resources focused on foundational

education, career exploration; coaching to re-engage youth up to age 21 and provide job-readiness skills for employment. Wraparound Support to address basic needs during training (rental assistance, transportation).

5. Community collaborative relationships

In addition to working with traditional community-based organizations, MAWH leverages its resources and capacity to serve clients through formal and informal partnerships, work-release programs, social organizations, churches, businesses, and individuals interested in healthy, vibrant communities. MAWH's partners provide clients with affordable access to primary care services, medications, nutrition education, mental health counseling, substance abuse treatment, and employment services. The partnerships also reduce MAWH's operating costs by reducing the need for in-house program staff, thereby increasing our capacity to focus more on health education, testing, affordable housing, supportive services, and case management. These partnerships include: Atlanta Community Food Bank assists MAWH with alleviating hunger by providing affordable bulk food items; Dr. Patricia Benton provides MAWH residents with primary medical care services; HOPE Atlanta Programs of Travelers Aid provides MAWH with federally

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subsidized tenant-based rental assistance for no income clients needing emergency housing; Project Open Hand delivers meals to MAWH program for persons living with HIV/AIDS; Positive Impact provides free mental health and substance abuse counseling and psychological evaluations to MAWH residents; Salvation Army provides supportive emergency housing, refers homeless persons to MAWH program and provides 3rd party verification of homelessness; Walter Young General Dentistry offers oral healthcare services on a sliding scale basis to eligible MAWH program clients; WestCare Georgia offers wrap-around services to MAWH clients with mental health, chemical dependency, and HIV/AIDS-related problems.

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

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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.)	$1,760.00
Operational	$4,550.00
Direct Services	$33,690.00
Total	$40,000.00

Explanation of Funding Details:

Admin: $1,760.00 Prepare and maintain records of database and prepare files for all clients and prepare reports to maintain track of all grant activities.

Operational Expenses:

1. Bookkeeper - $1,800
(For required tracking and recording of program expenses, budgeting, monthly accounting and grant reporting $18,000 x 10%= $1,800 requested.)

2. Audit - $1,300
($6,500 x 20% =$1,300 requested to meet federal compliance requirement is described in the U.S. Office of Management and Budget (OMB) Circular A-133.)

3. Printing - $450
(for training program marketing materials and training manuals for the general operation of the program.)

4. Copying - $400
(Copying handouts, intake forms, and applications for general operations of the program.)

5. Supplies - $600
(Office Supplies for general operations of the program (12 months x $50/mo).)

Direct Services Expenses:
1. Program Director/Employment Specialist - $13,000/Annual
(25% FTE @$52,000)

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2. Case Manager - Case Manager - $12,000
(25% FTE @$48,000)

3. Fringe Benefits for Program Staff - $3,750.00
(15% of $25,000 =$3,750 requested)

4. Food and Beverage - $1,940
(Training Meals and Program Snacks to provide meals to program participants during job training sessions and workshop refreshments.)

5. Workforce Development Trainers and Guest Consultants - $3,000
(To conduct monthly prevocational skills classes on workforce reentry, continuing education, benefits counseling, job fairs, resume writing, interview skills, basic budgeting, financial literacy, and basic computer skills 1 consultant x 2.5 hours @$100/hr x 12 mths.)

Program Performance Measures:

Making A Way Housing, Inc agrees to track and report program performance to the Fulton County Department of Community Development.

County Defined Performance Measure(s):

Children and Youth: Not Applicable

Disabilities: Not Applicable

Economic Stability: Number of individuals placed in Living Wage Employment; receiving training/job development/employment support...,Number of individuals receiving access/support for educational resources...,Number of individuals receiving Emergency Financial Assistance,Number of individuals who complete GED requirements; Attainment of credential in post-secondary training...,Number of individuals with improved access to economic opportunities, programs/resources focused on education...,Number of referrals to WorkSource Fulton / WorkSource Atlanta

Health and Wellness: Not Applicable

Homelessness: Not Applicable

Senior Services: Not Applicable

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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:

1. Provides a clear explanation of the methods to be used and the specific goals to be obtained.

MAWH's programs drive at the heart of its mission by providing the only drug-free housing program that: 1) Operates at the center of an area with high drug traffic 2) Employs staff members, many of whom have overcome similar challenges as those faced by consumers, 3) Uses peer volunteers who have accepted the challenge of helping those most at-risk improve their health and quality of life. MAWH's governance and management underlie these results by maintaining high expectations and exercising forward-thinking to anticipate challenges and plan for future growth.

The programs offered by MAWH are designed to promote improved service delivery through quality assurance measures that ensure increased agency accountability; high quality, relevant, and timely direct client services; and client accessibility through effective, and seamless coordination among professionals and partnering agencies in service delivery. Considering the complexities of promoting health and wellness among individuals affected by comorbidities, MAWH efficiently addresses the mental, physical, emotional, and economic health of those who are most vulnerable. Ninety percent of organizational resources are devoted to programming.

MAWH measures the effectiveness of its programs by tracking the number of homeless and chronically homeless individuals who:
Experience clean, affordable and stable housing.
Have their basic survival and immediate safety needs met.
Exhibit behavioral change, sustained sobriety, improved personal functioning, and activated self-sufficiency.
Experience mental and physical health and well-being.
Learn how to prevent the transmission of HIV/AIDS.

2. Major milestones and supporting schedule.

Major program milestones

In 2023, MAWH F2W!-ESP served an annual total of 37 unduplicated clients. F2W!-ESP 2023 indicators and results include:

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100% of participants served were unduplicated clients; 99% of participants completed a job/educational vocational assessment; 70% of program participants received referrals to WorkSource Fulton / WorkSource Atlanta; 75% of the program participants received employment and now earn a living wage; 51% of program participants are now housed paying their rent independently; 53% of program participants now have checking and/or savings account; 24% of program participants were enrolled and/or received SSI/SSDI benefits;

Program only had a drop-out rate of 5%; MAWH exceeded CCSP proposed enrollment by 54%; 6 Fulton County residents are still in our program receiving services.

Additional program results include: 2 of our Fulton County participants were trained and certified as Flagmen; 2 of our Fulton County participants were enrolled in the WIA program.

In 2024 MAWH F2W!-ESP plans to maintain and exceed our 2023 successes.

All F2W!-ESP clients were given mobile hot spots and access to reliable, stable internet connections and access, job search, resume writing, snap benefits, assistance with applying for SSI/SSDI. Life skills training and financial literacy classes were completed with program assistance.

Data collection tool(s)/ source(s)used

assessments, pay stubs, job verifications and certifications, sign in sheets and surveys along with their ability to now pay rent.

Fulton County defined performance measures

"Health & Human Services" Key Performance Measures

During the FC-CCSP funding period of January 1, 2024- December 31, 2024, MAWH proposes to report on the following Indicators, Goals, and Outcomes that support the vulnerable residents in our social services:

FC INDICATOR 1: The Number of people who receive permanent supportive housing and support services.

GOAL 1: To provide 20 Fulton County residents access to affordable and stable supportive housing, case management and job readiness training.

Outcome 1: January 1, 2024- December 31, 2024, 20 Fulton County Residents will be stably housed in MAWH's supportive housing program and successfully complete the F2W!-ESP job readiness training.

FC INDICATOR 2: Percentage change in the homeless population year to year.

GOAL 2: To monitor percentage change in the homeless population served by MAWH from year to year.

Outcome 2: From January 1, 2024- December 31, 2024, MAWH Intake staff and Case Managers will collect baseline data at intake, and follow-up at 6 month and 12-month intervals to evaluate the program's contribution

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to reducing the homeless population in our service area.

Agency defined performance measures

Additionally, during the FC-CCSP funding period of January 1, 2024- December 31, 2024, MAWH proposes to report on the following Indicators, Goals, and Outcomes.

MAWH INDICATOR 1: The number of *disadvantaged job seekers* whose *employability* increases through vocational assessment and training.

GOAL 1: To *increase disadvantaged job seekers' access to economic opportunities and to promote self-reliance to eradicate the cycle of chronic homelessness.*

Outcome 1: From January 1, 2024- December 31, 2024, A minimum of 13 out of 20 or 65% of Fulton County Residents served will complete a comprehensive vocational assessment and *commit to an Individual Vocational Career Plan.*

MAWH INDICATOR 2: The number of persons *who receive case management, vocational assessments, skill-building sessions, and a 4-week job readiness training program that increases their employability.*

GOAL 2: To *utilizes a variety of resources and methods that connect* 20 Fulton County residents *to employment services*.

Outcom 2: From January 1, 2024- December 31, 2024, A minimum of 13 out of 20 or 65% of program participants will receive employment/education/training.

MAWH INDICATOR 3: The number of Fulton County *residents that are prepared for a productive and healthy lifestyle after homelessness.*

GOAL 3: To promote improved personal functioning and positive behavioral modification to increase self-sufficiency leading to a permanent transition out of homelessness.

Outcome 3: From January 1, 2024- December 31, 2024, A minimum of 11 out of 20 or 55% of Fulton County program participants served will earn a living wage by project end.

3. Identifies the specific data collection tool(s)/ source(s) used to report progress on performance measures.

MAWH collects baseline data and benchmarked successes to evaluate the successful outcomes of its program efforts. The organization also utilizes the federally mandated Homeless Management Information Systems

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(HMIS), known locally as the PATHWAYS Compass, to capture client demographic details, income, program progress, and services provided. The staff and administrators attend annual training to maintain familiarity with the database. Participant data is collected during intake and throughout participation in the program. This information is documented in the Pathways HMIS database and is also kept in a file maintained at the MAWH administrative office. The file contains intake documents, copies of identification and income verification, waivers, individual service plans, case notes, and referral forms. Electronic files are stored and backed-up on an off-site server system.

Participants are expected to attend regularly scheduled meetings with Case Managers, who use the meeting to gather information regarding individual service plan progress and document updates in both the Pathways system and participants' files. These interactions can take place daily or weekly, depending on the specific needs of each participant. The data is evaluated weekly by the case management team, which is overseen by the Housing Program Director.

After participants leave the program, MAWH staff remains in contact with them for 3, 6 and 12-month intervals to provide guidance and continued support while collecting follow-up data. During intake, all participating individuals are required to sign a release form that gives MAWH permission to contact their landlord and treatment provider to collect data about their progress. The information collected and reported is independently verified, audited, and managed by Pathways, Housing Opportunities for Persons with AIDS (HOPWA), the Community Development Block Grant (CDBG), and an external CPA. Clients and staff use anonymous evaluation tools to determine program quality, effectiveness, staff work ethic, and program efficacy.

4. County defined performance measures

During the contract period MAWH F2W!-ESP will report on the following county defined performance measures:

- 20 out of 20 program participants (100%) will receive permanent supportive housing and support services.

- The percentage change in the homeless population year to year. Case Managers/Intake staff will collect baseline data at intake, and follow-up at 6 month and 12-month intervals to document program’s contribution to reducing homeless population.

5. Agency defined performance measures

During the contract period MAWH F2W!-ESP will report on the following agency defined performance measures:

1. 65% of participating individuals will enter employment/education/training.

2. 55% of participating individuals will earn a living wage.

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3. 65% of participating individuals will complete a comprehensive vocational assessment.

Agency Defined Performance Measure(s):

During the contract period MAWH F2W!-ESP will report on the following agency defined performance measures:

1. 65% of participating individuals will enter employment/education/training.

2. 55% of participating individuals will earn a living wage.

3. 65% of participating individuals will complete a comprehensive vocational assessment.

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).

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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

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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

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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

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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:

Making A Way Housing, Inc
377 Westchester Blvd
Atlanta, Georgia 30314

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

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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

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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 **Making A Way Housing, 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

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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

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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

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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.

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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.

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STATE OF GEORGIA

COUNTY OF FULTON

FORM F: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services[1] under a contract with **[insert name of prime contractor (Agency)]** Making A Way Housing, 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.

93249
EEV/Basic Pilot Program* User Identification Number

Making A Way Housing, Inc
Name of Contractor (Agency)

Elizabeth Thompson
BY: Authorized Signature of Officer or Agent of Contractor

Executive Director
Title of Authorized Officer or Agent of Contractor of Contractor

Elizabeth M. Thompson
Printed Name of Authorized Officer or Agent of Contractor

Sworn to and subscribed before me this 26th day of February, 2024

Notary Public: Margot L. Jordan

County: Cobb

Commission Expires: 9/8/2025

MARGOT L JORDAN NOTARY PUBLIC COBB COUNTY, GEORGIA EXP. SEPT 8, 2025

[1]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.

[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].

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STATE OF GEORGIA

COUNTY OF FULTON

FORM G: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT

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

93249

EEV/Basic Pilot Program* User Identification Number of Subcontractor

Elizabeth Thompson, Making A Way Housing, Inv

Name of Subcontractor (Individual/Agency)

Elizabeth Thompson

BY: Authorized Signature Officer or Agent of Subcontractor

Executive Director

Title of Authorized Officer or Agent of Subcontractor

Elizabeth Thompson

Printed Name of Authorized Officer or Agent of Subcontractor

Sworn to and subscribed before me this 26th day of February, 2024.

Notary Public: Margot L. Jordan

County: Cobb

Commission Expires: 9/8/2025

MARGOT L JORDAN NOTARY PUBLIC COBB COUNTY, GEORGIA EXP. SEPT 8, 2025

[3]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.

[4]*[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].

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/15/2024

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 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	CONTACT NAME: Tim Smith
Timothy Clayton Smith Inc., Jefferson Office 5122 Heartland Trail Hoschton, GA 30548	PHONE (A/C, No, Ext): (678) 227-2404 FAX (A/C, No): (706) 778-3322 E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Haulers Insurnace Company, Inc.	
INSURER B : Philadelphia Indemnity Insurance	18058
INSURER C : AmTrust NA, Inc.	
INSURER D : Scottsdale Insurance Co.	
INSURER E :	
INSURER F :	

INSURED

Making A Way Housing, Inc.
377 Westchester Blvd., NW
1905 Joseph E. Boone Blvd., NW
Atlanta, GA 30314

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	[X] COMMERCIAL GENERAL LIABILITY [X] CLAIMS-MADE [ ] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	X	X	PHPK917975	10/01/2023	10/01/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] ALL OWNED AUTOS [X] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS	X	X	BA2012GA0658	08/09/2023	08/09/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	[X] UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000	X		PHPK917975	10/01/2023	10/01/2024	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	GWVO23568452	02/14/2024	02/14/2025	[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 500,000 $ 500,000 $ 500,000
B	Professional Liability Employee Dishonesty			PHPK917975	10/01/2023	10/01/2024	Occurance Aggregate	1,000,000 2,000,000

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

The Fulton County Government is included as a joint loss payee with respects to General Liability, Auto Liability, Crime coverage and Umbrella Liability policies.

CERTIFICATE HOLDER

Fulton County Government
141 Pryor Street, SW
Atlanta, GA 30303-3408

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Tim Smith

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POLICY NUMBER: PHPK917975

COMMERCIAL GENERAL LIABILITY
CG 20 05 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – CONTROLLING INTEREST

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Person(s) Or Organization(s):
Fulton County Government 141 Pryor Street, SW Atlanta, GA 30303-3408
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to their liability arising out of:

1. Their financial control of you; or

2. Premises they own, maintain or control while you lease or occupy these premises.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LOSS PAYABLE

This endorsement modifies insurance provided under the following:

COMMERCIAL CRIME COVERAGE FORM
COMMERCIAL CRIME POLICY
EMPLOYEE THEFT AND FORGERY POLICY
GOVERNMENT CRIME COVERAGE FORM
GOVERNMENT CRIME POLICY

A. Schedule*

Name And Address Of Loss Payee
Fulton County Government 141 Pryor Street, SW Atlanta, GA 30303-3408

* Information required to complete this Schedule, if not shown on this endorsement, will be shown in the Declarations.

B. Provisions

1. You agree that any loss payable under this insurance shall be paid to the Loss Payee shown in the Schedule as its interests may appear and any such payment shall constitute payment to you. We agree that we will make all such payments to the Loss Payee, and we will not make any payment solely to you unless we receive a request in writing from the Loss Payee to make such payment to you.
2. This insurance is for your benefit only. It provides no rights or benefits to any other person or organization including the Loss Payee, other than payment of loss as set forth in this endorsement.

   Any claim for loss that is covered under this insurance must be presented by you.
3. Our liability under this insurance as extended by this endorsement shall not be cumulative.

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Philadelphia Indemnity Insurance Company

Additional Insured Schedule

Policy Number: PHPK917975

Additional Insured

Fulton County Government
141 Pryor Street, SW
Atlanta, GA 30303-3408

CG 20 05 - Additional Insured – Controlling Interest

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

OWNER:

FULTON COUNTY, GEORGIA

DocuSigned by:
Robert L. Pitts
BA715B1A26544E7...

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST:

DocuSigned by:
Tonya R. Grier
EEC476C4837648D...

Tonya R. Grier
Clerk to the Commission

DocuSigned by:

(Affix County Seal)

CONTRACTOR:

VENDOR NAME **Making a Way Housing, Inc.**

DocuSigned by:
Elizabeth Thompson
DD22367876C141C...

Name of Signatory: Making A Way Housing, Inc
Title of Signatory: Secretary

Authorized Signature

ATTEST:

DocuSigned by:
Juliet Harrison
F22BDD101FE6447...

Name of 2nd Signatory: **Elizabeth Thompson**
Title of 2nd Signatory: **Volunteer/former Administrator Asst**

Second Authorized Signature

(Affix Corporate Seal, if applicable)

APPROVED AS TO FORM:

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

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FULTON COUNTY

CONTRACT DOCUMENTS

FOR

REQUEST FOR PROPOSAL 24RFP013124C-MH

2024 CONSOLIDATED COMMUNITY SERVICES PROGRAM

FOR

DEPARTMENT OF COMMUNITY DEVELOPMENT

OF

FULTON COUNTY, GEORGIA

Docusign Envelope ID: EBEF98DA-5CB4-4E3A-91A4-DA8B36DAA014

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 **Partnership Against Domestic Violence** (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:

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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

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ARTICLE I - PARTIES AND TERM:

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

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

(c) Nothing contained in this Agreement shall be 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: Homelessness

CCSP Funding Priority(ies):

Children and Youth: Not Applicable

Disabilities: Not Applicable

Economic Stability: Not Applicable

Health and Wellness: Not Applicable

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Homelessness: Permanent supportive housing options for individuals households who are chronically homeless...,Rapid Re-Housing These activities are designed to move homeless people quickly to permanent housing...,Transitional housing bridge housing options for homeless population affected by mental health...

Senior Services: Not Applicable

Veterans Services: Not Applicable

Partnership Against Domestic Violence, PADV Fulton Shelter 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
PADV Fulton Shelter	Confidential Safe House Location	Atlanta	GA	NA	NA	NA

Approach and Design:

Partnership Against Domestic Violence, PADV Fulton Shelter will provide services to **12000** clients that reside in Fulton County, with CCSP funding.

Partnership Against Domestic Violence, will provide the following activities and services in Fulton County with CCSP funding:

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Specific Activities and Services: Partnership Against Domestic Violence (PADV) is committed to providing a comprehensive suite of services tailored to the needs of domestic violence survivors in Fulton County. Our program includes:

· **24-Hour Crisis Line:** Offering immediate support, safety planning, and resources.

· **Emergency Shelter:** Providing up to 90 days of safe housing, along with food, clothing, and emergency financial assistance.

· **Long-Term Housing Assistance:** Offering rental aid and support for homeless or chronically homeless DV survivors and their children.

· **Legal Services:** Assisting with obtaining Temporary Protective Orders and navigating legal challenges related to domestic violence.

· **Outreach and Education:** Engaging the community through events, schools, and partnerships to raise awareness and prevent domestic violence.

· **Trauma-Informed Care:** All services are delivered using this model to ensure sensitive, individualized support for survivors and their children.

· **Coordinated Entry:** Our program seeks to expand our current coordinated entry efforts within the Fulton CoC.

Implementation Strategy: Our approach is grounded in the Trauma-Informed Care model, ensuring that all interactions and services are provided with an understanding of the complexities of domestic violence. Our comprehensive array of services is designed to address both the immediate and long-term needs of survivors, facilitating their journey towards safety, stability, and empowerment. Implementation is guided by operational level trainings, client listening sessions to incorporate persons with lived experience (PLE), and the establishment of a continual feedback loop that is centered around PLE and trauma informed care.

Key Performance Indicators:

Our program addresses the following Fulton County "Health & Human Services" Key Performance Indicators:

· Preventing illness by maintaining high sanitation standards in our shelters and promoting healthy behaviors.

· Reducing health disparities by connecting survivors to health, mental health services, and benefits like SNAP and TANF.

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· Supporting vulnerable residents by providing a safe haven and comprehensive support for DV survivors and their children through our crisis line and coordinated entry efforts.

CCSP Funding Priorities: Our project aligns with the following CCSP funding priorities within the homelessness service category:

· Homeless Prevention: Providing legal services, financial assistance, and support to prevent homelessness among those at risk.

Community Collaborations: PADV leverages an extensive network of community partnerships to enhance our service offerings, including:

· Collaborations with the Fulton County Superior Court and legal organizations to provide comprehensive legal support.

· Partnerships with local hospitals, like Grady Memorial, to identify and assist DV survivors in need of support.

· Engagements with educational institutions and youth organizations to promote awareness and prevention of domestic violence.

· Alliances with other service providers to offer a wide range of social, health, and employment services to our clients.

· Use of the HMIS, coordinated entry, and collaboration with the Fulton CoC.

Designation of CSP Funds:

Based on the awarded amount of **$50,000.00,** 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.

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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.)	$2,500.00
Operational	$0.00
Direct Services	$47,500.00
Total	$50,000.00

Explanation of Funding Details:

Administrative Expenses: PADV is allocating a request of $5,000 towards administrative costs, specifically designated for the essential administrative functions carried out by our CEO, Katha Blackwell. This portion of the funding is dedicated to underpinning the strategic oversight and management activities that are crucial for the optimal delivery of services within Fulton County. Katha Blackwell plays a pivotal role in steering PADV towards fulfilling its mission, encompassing resource mobilization, enhancing staff competencies, and ensuring the safety and adequacy of our facilities to serve our clients effectively.

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Operational Expenses: This year, we have assessed our needs and determined that operational expenses will be strategically managed within the allocations for administrative and direct service costs, ensuring maximum efficiency and application of funds directly towards client services and support.

Direct Services: The substantial portion of our funding request, amounting to $47,500, is earmarked for the direct services provided to our clients in Fulton County. This funding will support the partial salaries of dedicated personnel who are at the forefront of service delivery:

· **Shelter Director:** This role is critical for managing the daily operations of our shelter, ensuring that we maintain high standards of health, safety, and security for all residents.

· **Shelter Advocates:** Our advocates are the first point of contact for many of our clients, managing the crisis line, facilitating emergency admissions, and providing a range of supportive services to shelter residents.

· **Empowerment Advocates and Coordinated Entry Coordinator:** Focused on case management, these advocates collaborate with clients to develop personalized service plans, addressing immediate needs and setting long-term goals. Their work is vital in securing necessary resources and services for both clients and their children.

· **Vice President of Prevention & Outreach:** Overseeing our comprehensive outreach initiatives, this position is key to connecting with both current and potential DV survivors. The role involves disseminating crucial information, safety planning, and linking individuals to vital resources, including shelter and legal assistance. Additionally, this leadership position guides our Legal Advocates in supporting victims through the legal complexities of obtaining Temporary Protection Orders and directs our Community Outreach Advocates in their vital work.

Program Performance Measures:

Partnership Against Domestic Violence 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

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Disabilities: Not Applicable

Economic Stability: Not Applicable

Health and Wellness: Not Applicable

Homelessness: Number of individuals assisted through rapid re-housing,Number of individuals placed in Permanent Supportive Housing,Number of individuals placed in Transitional Housing,Number of potential instances of homelessness prevented

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:

Methods and Specific Goals: Partnership Against Domestic Violence (PADV) is set to implement a multifaceted approach to support domestic violence survivors in Fulton County. Our strategy encompasses:

· **Outreach and Advocacy:** Utilizing a 24-hour crisis line, community education, and legal services to connect with and assist our target population.

· **Shelter and Housing Assistance:** Providing up to 90 days of emergency shelter and offering long-term rental assistance to prevent homelessness and facilitate transitions to stable living conditions. We also seek to expand our current coordinated entry program.

· **Comprehensive Support Services:** Including case management, legal advocacy, and access to counseling and support groups.

In 2024, PADV aims to:

· Serve over 3,500 individuals through our programs.

· Answer approximately 5,000 crisis calls.

· Prevent over 101 potential instances of homelessness.

· Eliminate or reduce barriers to self-sufficiency for a significant number of individuals.

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· 67 individuals will develop safety plans

Major Milestones and Schedule: PADV has outlined the following key milestones, with a bi-annual review to ensure progress:

· By June 30, 2024: Half of the annual goals met, including service provision to 1,500 individuals, 40 safety plans created and answering 2,500 crisis calls.

· By December 31, 2024: Achieving all stated goals, including the full spectrum of housing assistance and support services detailed above.

Data Collection Tools and Sources: To accurately track and report on these performance measures, PADV employs CaseWorthy, a comprehensive client database and reporting solution tailored for domestic violence and sexual assault agencies. This platform facilitates efficient data collection on client demographics, services provided, and outcomes achieved.

County-Defined Performance Measures: Aligned with Fulton County's performance measures, PADV will focus on:

· Preventing potential instances of homelessness.

· Reducing barriers to self-sufficiency and creating paths to independence.

Agency Defined Performance Measure(s):

Agency-Defined Performance Measures: In addition to county metrics, PADV will also track:

· The total number of Fulton County residents receiving our services.

· The number of crisis calls responded to.

· The extent of community engagement and awareness activities conducted to prevent domestic violence and support survivors.

ADDITIONAL REQUIREMENTS

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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.

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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 **$50,000.00.**

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(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

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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:

Partnership Against Domestic Violence
Post Office Box 170225
Decatur, Georgia 30317

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.

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(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

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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

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(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 **Partnership Against Domestic Violence**, 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,

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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.

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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.

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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.

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FORM F: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT AND AGREEMENT

Instructions:

Contractors must attest to compliance with the requirements of O.C.G.A 13-10-91 and the Georgia Department of Labor Rule 300-10-01-.02 by executing the Contractor Affidavit provided.

Applicants are required to complete and upload FORM F and FORM G in two (2) places FORM F: 2024 Georgia Security and Immigration Contractor Affidavit and Agreement, and as applicable FORM G: 2024 Georgia Security and Immigration Subcontractor Affidavit. Must use templates provided in the RFP. Previous year forms will not be accepted.
Form F must include name of agency, EEV number, Signature & Notary.
If applicable, Form G must include name, EEV number, and Signature of subcontractor.

Upload 1-Via Purchasing Bid page - BidNet Direct:
https://www.bidnetdirect.com/georgia/fultoncounty
(Note: You will be required to set up a FREE registration with BidNet Direct to use the upload feature)

Upload 2 -Via WebGrants under 2024 CCSP Eligibility Requirements:
https://fulton.dullestech.net

To Complete Fillable Form - Please enter the all required information,

- ✓ Press "**TAB**" key to navigate easily through the form *once you enter your Agency name, it will repopulate throughout the form.*
- ✓ Save as: "Form F Agency Name" as a .pdf version.
- ✓ Print for Signature and Notary.
- ✓ Scan and upload to WebGrants as directed above in "Upload 1 and Upload 2"

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STATE OF GEORGIA

COUNTY OF FULTON

FORM F: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services[1] under a contract with **[insert name of prime contractor (Agency)]** Partnership Against Domestic Violence 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.

757492

EEV/Basic Pilot Program* User Identification Number

Partnership Against Domestic Violence

Name of Contractor (Agency)

BY: Authorized Signature of Officer or Agent of Contractor

CEO

Title of Authorized Officer or Agent of Contractor of Contractor

Katha Blackwell

Printed Name of Authorized Officer or Agent of Contractor

Sworn to and subscribed before me this 23rd day of February, 2024

Notary Public:

County: Gwinnett

Commission Expires: 07/13/2026

CRISTIE O AVILA
NOTARY PUBLIC
Gwinnett County
State of Georgia
My Comm. Expires July 13, 2026

[1]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.

[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].

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FORM G: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT

Instructions:

In the event that your company is awarded the contract for this project and will be utilizing the services of any subcontractor(s) in connection with the physical performance of services pursuant to this contract, the following affidavit must be completed by such subcontractor(s). Your company must provide a copy of each such affidavit to Fulton County Government, Department of Purchasing & Contract Compliance with the proposal submittal.

All subcontractor affidavit(s) shall become a part of the contract and all subcontractor(s) affidavits shall be maintained by your company and available for inspection by Fulton County Government at any time during the term of the contract. All subcontractor(s) affidavit(s) shall become a part of any contractor/subcontractor agreement(s) entered into by your company.

Applicants are required to complete and upload FORM F and FORM G in two (2) places FORM F: 2024 Georgia Security and Immigration Contractor Affidavit and Agreement, and as applicable FORM G: 2024 Georgia Security and Immigration Subcontractor Affidavit. Must use templates provided in the RFP. Previous year forms will not be accepted.
Form F must include name of agency, EEV number, Signature & Notary.
If applicable, Form G must include name, EEV number, and Signature of subcontractor.

Upload 1-Via Purchasing Bid page - BidNet Direct:
https://www.bidnetdirect.com/georgia/fultoncounty
(Note: You will be required to set up a FREE registration with BidNet Direct to use the upload feature)

Upload 2 -Via WebGrants under 2024 CCSP Eligibility Requirements:
https://fulton.dullestech.net

To Complete Fillable Form - Please enter the all required information,
- ✓ Press "TAB" key to navigate easily through the form *once you enter your Agency name, it will repopulate throughout the form.*
- ✓ Save as: "Form F Agency Name"
- ✓ Print for Signature and Notary.
- ✓ Scan and upload to WebGrants as directed above in "Upload 1 and Upload 2"

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STATE OF GEORGIA

COUNTY OF FULTON

FORM G: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT

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

757492

EEV/Basic Pilot Program* User Identification Number of Subcontractor

Partnership Against Domestic Violence

Name of Subcontractor (Individual/Agency)

BY: Authorized Signature Officer or Agent of Subcontractor

CEO

Title of Authorized Officer or Agent of Subcontractor

Katha Blackwell

Printed Name of Authorized Officer or Agent of Subcontractor

Sworn to and subscribed before me this 23rd day of February, 2024.

Notary Public:

County: Gwinnett

Commission Expires: 07/13/2026

CRISTIE O AVILA
NOTARY PUBLIC
Gwinnett County
State of Georgia
My Comm. Expires July 13, 2026

[3]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.

[4]*[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].

Docusign Envelope ID: EBEF98DA-5CB4-4E3A-91A4-DA8B36DAA014

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/26/2024

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 Sterling Seacrest Pritchard, Inc. 2500 Cumberland Pkwy. Suite 400 Atlanta GA 30339	**CONTACT NAME:** Felicia Samuels **PHONE (A/C, No, Ext):** 404-238-9090 **FAX (A/C, No):** 404-261-5440 **E-MAIL ADDRESS:** fsamuels@sspins.com
INSURED PADVD-1 Partnership Against Domestic Violence DBA PADV PO Box 170225 Atlanta GA 30317	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Technology Insurance Company 42376 **INSURER B :** Great American Insurance 16691 **INSURER C :** Hartford Fire Insurance Co 19682 **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 1886908355 **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	
B	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:	Y		PAC4691132 00	10/31/2023	10/31/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			CAP4691133 00	10/31/2023	10/31/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
B	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED X RETENTION $ 10,000			UMB4691134 00	10/31/2023	10/31/2024	EACH OCCURRENCE AGGREGATE $	$ 2,000,000 $ 2,000,000 $
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		KSS1328041	9/6/2023	9/6/2024	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
C B B	Crime Bond Crime Professional	N	N	20BDDHH9406 PAC4691132 00 PAC4691132 00	1/7/2024 10/31/2023 10/31/2023	1/7/2025 10/31/2024 10/31/2024	Limit Limit Limit	$36,264 250,000 1,000,000

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

Certificate holder is included as additional insured on the General Liability, per the attached form CG8970 11/14.

CERTIFICATE HOLDER

Fulton County Department of Community Development
137 Peachtree Street SW
Atlanta GA 30303

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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b. the loss is covered by any other insurance you have or by any insurance of such person who causes such loss.

These payments will not reduce the Limits of Insurance.

O. Additional Insured - Manager or Lessor of Premises

1. **SECTION II - WHO IS AN INSURED** is amended to include as an additional insured any person or organization from whom you lease or rent property and which requires you to add such person or organization as an additional insured on this Policy under:

(a) a written contract; or

(b) an oral agreement or contract where a Certificate of Insurance showing that person or organization as an additional insured has been issued;

but the written or oral contract or agreement must be an "insured contract," and,

(i) currently in effect or become effective during the term of this Policy; and

(ii) executed prior to the "bodily injury," "property damage," "personal and advertising injury."

2. With respect to the insurance afforded to the Additional Insured identified in paragraph **1.** above, the following additional provisions apply:

(a) This insurance applies only with respect to the liability arising out of the ownership, maintenance or use of that part of the premises leased to you.

(b) The Limits of Insurance applicable to the Additional Insured are the lesser of those specified in the written contract or agreement or in the Declarations for this Policy and subject to all the terms, conditions and exclusions for this Policy. The Limits of Insurance applicable to the Additional Insured are inclusive of and not in addition to the Limits of Insurance shown in the Declarations.

(c) In no event shall the coverages or Limits of Insurance in this Coverage Form be increased by such contract.

(d) Coverage provided herein is excess over any other valid and collectible insurance available to the Additional Insured whether the other insurance is primary, excess, contingent or on any other basis unless a written contractual arrangement specifically requires this insurance to be primary.

(e) This insurance applies only to the extent permitted by law.

3. This insurance does not apply to:

(a) Any "occurrence" or offense which takes place after you cease to be a tenant in that premises.

(b) Structural alterations, new construction or demolition operations performed by or on behalf of the Additional Insured.

P. Additional Insured - Funding Sources

1. **SECTION II - WHO IS AN INSURED** is amended to include as an additional insured any Funding Source which requires you in a written contract to name the Funding Source as an additional insured but only with respect to liability arising out of:

a. your premises; or

b. "your work" for such additional insured; or

c. acts or omissions of such additional insured in connection with the general supervision of "your work"

and only to the extent set forth as follows:

a. The Limits of Insurance applicable to the Additional Insured are the lesser of those specified in the written contract or agreement or in the Declarations for this Policy and subject to all the terms, conditions and exclusions for this Policy. The Limits of Insurance applicable to the Additional Insured are inclusive of and not in addition to the Limits of Insurance shown in the Declarations.

b. The insurance afforded to the Additional Insured only applies to the extent permitted by law

c. If coverage provided to the Additional Insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

d. In no event shall the coverages or Limits of Insurance in this Coverage Form be increased by such contract.

Q. Additional Insureds - By Contract

1. **SECTION II - WHO IS AN INSURED** is amended to include as an insured any person or organization whom you have agreed to add as an additional insured in a written contract, written agreement or permit. Such person or organization is an additional insured but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" arising out of:

a. your acts or omissions, or the acts or omissions of those acting on your behalf, in the performance of your ongoing operations for the Additional Insured that are subject of the written contract or written agreement provided that the "bodily injury" or "property damage occurs, or the "personal and advertising injury" is committed, subsequent to the signing of such written contract or written agreement; or

b. the maintenance, operation or use by you of equipment rented or leased to you by such person or organization; or

c. the Additional Insureds financial control of you; or

d. operations performed by you or on your behalf for which the state or political subdivision has issued a permit

However:

1. the insurance afforded to such additional insured only applies to the extent permitted by law; and

2. if coverage provided to the Additional Insured is required by contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide such additional insured.

With respect to paragraph **1.a.** above, a person's or organization's status as an additional insured under this Endorsement ends when:

(1) all work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed for or on behalf of the Additional Insured(s) at the location of the covered operations has been completed; or

(2) that portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

With respect to paragraph **1.b.** above, this insurance does not apply to any "occurrence" which takes place after the equipment rental or lease agreement has expired or you have returned such equipment to the lessor.

The insurance provided by this Endorsement applies only if the written contract or written agreement is signed prior to the "bodily injury" or "property damage."

We have no duty to defend an additional insured under this Endorsement until we receive written notice of a "suit" by the Additional Insured as required in paragraph **b.** of Condition **2. Duties in the Event of Occurrence**, **Offense**, **Claim or Suit** under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITION**.

2. With respect to the insurance provided by this Endorsement, the following are added to paragraph **2. Exclusions** under **SECTION I - COVERAGE A - Bodily Injury and Property Damage Liability**:

This insurance does not apply to:

a. "Bodily injury" or "property damage" that occurs prior to your commencing operations at the location where such "bodily injury" or "property damage" occurs.

b. "Bodily injury," "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:

(1) the preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(2) supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that Insured, if the "occurrence" which caused the "bodily injury" or "property damage," or the offense which caused the "personal and advertising injury," involved the rendering of, or failure to render, any professional architectural, engineering or surveying services.

c. "Bodily injury" or "property damage" occurring after:

(1) all work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed for or on behalf of the Additional Insured(s) at the location of the covered operations has been completed; or

(2) that portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

d. Any person or organization specifically designated as an additional insured for ongoing operations by a separate additional insured endorsement issued by us and made part of this Policy.

3. With respect to the insurance afforded to these Additional Insureds, the following is added to **SECTION III - LIMITS OF INSURANCE**:

If coverage provided to the Additional Insured is required by a contract or agreement, the most we will pay on behalf of the Additional Insured is the amount of insurance:

a. required by the contract or agreement; or

b. available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This Endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

R. Primary and Non-Contributory Additional Insured Extension

This provision applies to any person or organization who qualifies as an additional insured under any form or endorsement under this Policy.

Condition **4. Other Insurance** of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

a. The following is added to paragraph **a. Primary Insurance**:

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) the Additional Insured is a named insured under such other insurance; and

(2) you have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the Additional Insured.

b. The following is added to paragraph **b. Excess Insurance**:

When a written contract or written agreement, other than a premises lease, facilities rental contract or agreement, an equipment rental or lease contract or agreement or permit issued by a state or political subdivision between you and an additional insured does not require this insurance to be primary or primary and non-contributory, this insurance is excess over any other insurance for which the Additional Insured is designated as a named insured.

Regardless of the written agreement between you and an additional insured, this insurance is excess over any other insurance whether primary, excess, contingent or on any other basis for which the Additional Insured has been added as an additional insured on other policies.

S. Additional Insureds - Protection of Your Limits

This provision applies to any person or organization who qualifies as an additional insured under any form or endorsement under this Policy.

1. The following is added to Condition **2. Duties in the Event of Occurrence**, **Offense**, **Claim or Suit**:

An additional insured under this Endorsement will as soon as practicable:

a. give written notice of an "occurrence" or an offense that may result in a claim or "suit" under this insurance to us;

b. tender the defense and indemnity of any claim or "suit" to all insurers whom also have insurance available to the Additional Insured; and

c. agree to make available any other insurance which the Additional Insured has for a loss we cover under this Coverage Part.

d. we have no duty to defend or indemnify an additional insured under this Endorsement until we receive written notice of a "suit" by the Additional Insured.

2. The Limits of Insurance applicable to the Additional Insured are those specified in a written contract or written agreement or the Limits of Insurance stated in the Declarations of this Policy and defined in **SECTION III - LIMITS OF INSURANCE** of this Policy, whichever are less. These limits are inclusive of and not in addition to the Limits of Insurance available under this Policy.

T. Blanket Waiver of Transfer of Rights of Recovery Against Others to Us (Subrogation)

Under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, the following is added to Condition **8. Transfer of Rights of Recovery Against Others to Us**:

If required by a written contract or written agreement, we waive any right of recovery we may have against a person or organization because of payment we make for injury or damage arising out of your ongoing operations or "your work" done under a contract for that person or organization and included in the "products-completed operations hazard" provided that the injury or damage occurs subsequent to the execution of the written contract or written agreement.

U. Property Damage Extension with Voluntary Payments

1. The following is added to paragraph **1. Insuring Agreement** of **SECTION I - COVERAGE A - Bodily Injury and Property Damage Liability**:

At your request we will pay for "loss" to property of others caused by your business operations for which this Policy provides liability insurance. Such payment will be made without regard to your legal obligation to do so. The "loss" must occur during the policy period and must take place in the "coverage territory."

2. With respect to the coverage afforded under paragraph **1.** above, paragraph **2. Exclusions** of **SECTION I - COVERAGES A - Bodily Injury and Property Damage Liability** is amended as follows:

Exclusions **j.(3)**, **j.(4)**, **j.(5)** and **j.(6)** are deleted.

3. As respects coverage afforded by this coverage, **SECTION III - LIMITS OF INSURANCE** is replaced by the following:

Regardless of the number of insureds, claims made or "suits" brought or persons or organizations making claims or bring "suits":

1. Subject to **2.** Below, the most we will pay for one or more "loss" arising out of any one "occurrence" is **$ 1,000**.

2. The aggregate amount we will pay for the sum of all "loss" in an annual period is **$ 5,000**. This aggregate amount is part of and not in addition to the General Aggregate Limit described in paragraph **2.** of **SECTION III - LIMITS OF INSURANCE**.

V. Who Is an Insured - Fellow Employee Extension - Management Employees

1. The following is added to paragraph **2.a.(1)** of **SECTION II - WHO IS AN INSURED**:

Paragraph **(a)** and **(b)** above do not apply to "bodily injury" or "personal and advertising injury" caused by an "employee" who is acting in a supervisory capacity for you. Supervisory capacity as used herein means the "employee's" job responsibilities assigned by you, including the direct supervision of other "employee" of yours. However, none of these "employees" are insureds for "bodily injury" or "personal and advertising injury" arising out of their willful conduct, which is defined as the purposeful or willful intent to cause "bodily injury" or "personal and advertising injury," caused in whole or in part by their intoxication by liquor or controlled substances.

This coverage is excess over any other valid and collectable insurance available to your "employee."

W. Broadened Personal and Advertising Injury

1. Unless "Personal and Advertising Injury" is excluded from this Policy, the following is added to **SECTION V - DEFINITIONS** Item **14.**:

h. mental injury, mental anguish, humiliation, or shock, if directly resulting from Items **14.a.** through **14.e**.

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

OWNER:

FULTON COUNTY, GEORGIA

DocuSigned by:
Robert L. Pitts
BA715B1A26544E7...

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST:

DocuSigned by:
Tonya R. Grier
EEC476C4837648D...

Tonya R. Grier
Clerk to the Commission

DocuSigned by:

(Affix County Seal)

CONTRACTOR:

VENDOR NAME **Partners Against Domestic Violence**

DocuSigned by: Name of Signatory: Katha Blackwell
Title of Signatory: President and CEO
7C7387B38FB64DD...

Authorized Signature

ATTEST:

DocuSigned by: Name of 2nd Signatory: **Eugene Stanley**
Title of 2nd Signatory: **Grant Specialist**
81C1AAB4762F4F3...

Second Authorized Signature

(Affix Corporate Seal, if applicable)

APPROVED AS TO FORM:

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

Docusign Envelope ID: 62ABC275-D26B-4556-B3F5-C2793AE9BFB5

FULTON COUNTY

CONTRACT DOCUMENTS

FOR

REQUEST FOR PROPOSAL 24RFP013124C-MH

2024 CONSOLIDATED COMMUNITY SERVICES PROGRAM

FOR

DEPARTMENT OF COMMUNITY DEVELOPMENT

OF

FULTON COUNTY, GEORGIA

Docusign Envelope ID: 62ABC275-D26B-4556-B3F5-C2793AE9BFB5

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 **Georgia Justice Project** (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:

Docusign Envelope ID: 62ABC275-D26B-4556-B3F5-C2793AE9BFB5

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

Docusign Envelope ID: 62ABC275-D26B-4556-B3F5-C2793AE9BFB5

ARTICLE I - PARTIES AND TERM:

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

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

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

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

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

ARTICLE II - SCOPE OF CONTRACTOR'S DUTIES:

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

SCOPE OF WORK:

Consolidated Community Services Program (CCSP)

CCSP Service Category: Economic Stability/Poverty

CCSP Funding Priority(ies):

Children and Youth: Not Applicable

Disabilities: Not Applicable

Economic Stability: Improved access to economic opportunities programs/resources focused on foundational education...

Health and Wellness: Not Applicable

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Homelessness: Not Applicable

Senior Services: Not Applicable

Veterans Services: Not Applicable

Georgia Justice Project , Expanding Access to Employment, Housing & Economic Stability for residents of Fulton County with Current or Prior Justice Involvement 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
Georgia Justice Project	438 EDGEWOOD AVE SE	ATLANTA	GA	30312-1838	4	1,2,3,4,5,6

Approach and Design:

Georgia Justice Project , Expanding Access to Employment, Housing & Economic Stability for residents of Fulton County with Current or Prior Justice Involvement will provide services to **45** clients that reside in Fulton County, with CCSP funding.

Georgia Justice Project , will provide the following activities and services in Fulton County with CCSP funding:

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Over the last three years, GJP has experienced an increase in the number of requests for both direct services for individuals and for collaborative partnerships. On the defense side of our practice, we have experienced increased demand because of the wider array of services we offer to individuals who have pending cases, are on probation, are incarcerated, or have a suspended driver's licenses. Additionally, systemic stakeholders and partners refer clients to us because we are the only legal nonprofit that can provide criminal defense services multi-jurisdictionally. For example, the Fulton County Public Defender's office often refers individuals who have warrant issues in another county that need to be resolved before people can leave the Fulton County Jail and enter a treatment or addiction program. Furthermore, applicants with pending cases increasingly tend to have a deep set of needs related to mental health, addiction, and extreme poverty. And on the criminal records side, demand is growing for services because of ongoing inflation, the opportunities created by a booming Georgia labor market, and, in large part, due to GJP's policy success in expanding legal remedies for people with previous justice involvement.

During 2023, GJP provided services to 973 Fulton County residents across all programs and outreach initiatives, a 30% increase from the previous year. This includes individuals who attended trainings, were served through Summits and partnerships, and for whom GJP provided full legal representation or consultations. We understand the need for our services and will continue these efforts in 2024, but we do expect to scale back volume somewhat to invest more time creating self-help materials, and to deepen our partnerships with government stakeholders and service providers to provide holistic support to residents of Fulton. A grant of $45,000 will provide 1.5% of a budget of $3,036,699 and help us deliver a suite of legal interventions and supportive social services that promote economic stability, increase wealth building potential and reduce poverty and mental health challenges for underserved communities in Fulton County. Over the course of the grant, we will work in partnership with system stakeholders and other nonprofits to deliver a diverse set of legal services to 45 residents of Fulton County – and education and materials to many more. Over 12 months, we will undertake the following activities and anticipate the following outcomes for this grant.

ACTIVITIES/PROGRAMS

- Provide in-house criminal record clearing assistance from our main office located in Fulton County at 438 Edgewood Avenue SE, including consultations and full legal representation for restriction and sealing of eligible arrests and convictions, retroactive first offender, criminal record corrections, and pardon applications. As needed, social workers will work to connect clients to social services including employment, housing and training programs.
- Continue to work in partnership with the Fulton County Solicitor to receive referrals for attorney consultations on complicated cases that need the review of a lawyer before applying available legal interventions.
- Provide planning assistance and criminal record assessment for 2-3 Record Clearing Summits/Events/Partnership in collaboration with the Fulton County District Attorney, Fulton County Solicitor and/or Fulton-based community organizations. Summits are one-day sessions where prosecutors, judges and others gather to restrict/seal eligible charges from an individual's criminal history at no cost to the client.
- Provide legal assessment services for men at Metro Reentry Facility (MRF) and employment readiness services as needed. Although, the Metro Reentry Facility is not located in Fulton County (which is why

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we will not county individuals served in this grant) many of the men will be returning to Fulton when they are relased. Operated by the Georgia Department of Corrections, MRF provides reentry preparation (e.g., life skills, work skills & connections, family connections) for up to 350 men during their 24-month stay before returning to their homes in Metro Atlanta. Now in our sixth year, GJP combines employment support with pro bono legal representation for returning citizens facing legal barriers to reentry so that each client is job-ready at the time of release from custody.

- Continue to provide consultation and representation for clients facing driver's license suspension for missed court apparences and non-serious traffic tickets.
- Continue our partnership with Westside Works to pair legal services with employment/career building support. Participate in presentations with other Fulton County-based nonprofits including: Mary Hall Freedom House, SnapCo, and the Atlanta Center for Self-Sufficiency (ACSS).
- Work in partnership with Grady Health System, Atlanta PAD (Policing Alternatives & Diversion) and others to resolve outstanding warrants, bench warrants, failures to appear (FTAs), and probation violations for individuals who are eligible for diversion and currently at the Fulton County Jail.
- Continue to work with Fulton County judges to outline a unified, systemic approach to warrant clearance for stale warrants in Fulton State Court.
- Provide high quality, pro bono criminal defense, probation assistance, and wrap-around social services for low-income clients in Fulton County. Probation assistance will be supported by our partnership with Georgia's Department of Community Supervision. GJP's criminal defense practice is small and focuses on high needs clients with severe mental health or additiction needs. To increase our capacity to adequately provide services for clients with mental health/substance abuse issues, we rely on the support of community partners like DBHDD/ACT Teams and Grady Behavioral Health.
- Continue participation in the monthly Atlanta VA Medical Center, Veterans Justice Outreach legal clinic at Fort McPherson to provide legal services for veterans.

OUTCOMES

- Represent and assist 33 Fulton residents with clearing their criminal history.
- Represent and assist 12 Fulton residents with current justice involvement including: pending criminal charges and social service support, probation termination assistance, and reinstating suspended driver’s licenses.

Designation of CSP Funds:

Based on the awarded amount of **$45,000.00,** 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.).

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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.)	$2,250.00
Operational	$4,500.00
Direct Services	$38,250.00
Total	$45,000.00

Explanation of Funding Details:

Administrative Costs include: Salaries, Fringe and Benefits for Executive Director, Development staff, and Operations & Finance staff.

Operational Expenses include: Insurance, Postage & Delivery, Copying/Printing, Organizational Dues/Subs, Accounting/Banking, Office Supplies, Building Maintenance & Upkeep, Phone/Internet/Security, Utilities,

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Technology/Tech Support.

Direct Services Expenses include: Salaries, Benefits & Fringe for attorneys providing client consultations and legal representation, intake staff to manage and process referrals and applications, and social workers to provide complimentary supportive services. Additional direct services include: Case Preparation, Direct Client Assistance/Support, Supportive Client Events, Legal and Social Service Materials, and Vehicle expenses including maintenance and insurance to travel to court, jail and for family prison visitations.

Program Performance Measures:

Georgia Justice Project agrees to track and report program performance to the Fulton County Department of Community Development.

County Defined Performance Measure(s):

Children and Youth: Not Applicable

Disabilities: Not Applicable

Economic Stability: Number of individuals receiving Emergency Financial Assistance,Number of individuals with improved access to economic opportunities, programs/resources focused on education...

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:

GJP's short-term outcome measures for all programs are part of our long-term overall strategy that help decrease the number of people under correctional control in Georgia and increase opportunities for meaningful employment and successful reentry into the community. To measure our effectiveness and progress, each year we maintain records of all

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clients served, the type of legal intervention each person receives, the success of criminal representation/record clearing services and the number of participants connected with social service support and/or receiving emergency funding. All information is collected during intake, updated throughout the duration of service, and stored in a Salesforce database. For the purposes of this grant, we will report back KPI's on:

- Number of individuals receiving Emergency Financial Assistance
- Number of referrals to WorkSource Fulton / WorkSource Atlanta and
- Number of individuals with improved access to economic opportunities, programs and resources.

Of cases accepted for GJP legal representation:

- 90% of the criminal histories will be improved (record sealed, probation terminated early, driver's license reinstated, letter explaining record to employers/housing, etc.).
- Of those cases resolved, 90% of clients will have increased opportunities for employment, housing, or education/training based on improved public criminal record or removal of barrier.

Agency Defined Performance Measure(s):

Depending on the needs of each client, staff capacity, and limits on Georgia's laws, GJP provides varying levels of legal services, conducts education and outreach, provides self-help materials, and facilitates connections to supportive services including housing, mental health support and access to addiction programs. As such, in addition to the County defined KPIs, GJP will also measure the following:

- Number of clients receiving information during virtual and in-person events.
- If no legal remedy is available due to content of criminal record, we will track the number of clients receiving self-help materials.
- Number of clients going through our intake process and receiving legal consultation.
- Number of clients with an open case that receive referals for housing, mental health support or addiction programs.

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.

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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

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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 **$45,000.00.**

(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,

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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.

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(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:

Georgia Justice Project
438 Edgewood Avenue SE
Atlanta , Georgia 30312

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

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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

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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.

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Contractor acknowledges that **Georgia Justice Project** , 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,

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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:

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(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.

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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.

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STATE OF GEORGIA

COUNTY OF FULTON

FORM F: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services[1] under a contract with **[insert name of prime contractor (Agency)]** GeorgiaJusticeProject 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.

645355
EEV/Basic Pilot Program* User Identification Number

GeorgiaJusticeProject
Name of Contractor (Agency)

BY: Authorized Signature of Officer or Agent of Contractor

ExecutiveDirector
Title of Authorized Officer or Agent of Contractor of Contractor

DouglasAmmar
Printed Name of Authorized Officer or Agent of Contractor

Sworn to and subscribed before me this 21 day of February, 2024.

Notary Public: Rachel Gamblin

County: Fulton

Commission Expires: 12/01/2026

RACHEL GAMBLIN NOTARY PUBLIC FULTON COUNTY, GEORGIA MY COMMISSION EXPIRES DECEMBER 01, 2026

[1]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 value of 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].

Docusign Envelope ID: 62ABC275-D26B-4556-B3F5-C2793AE9BFB5

STATE OF GEORGIA

COUNTY OF FULTON

FORM G: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT

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

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

_____
Name of Subcontractor (Individual/Agency)

_____
BY: Authorized Signature Officer or Agent of Subcontractor

_____
Title of Authorized Officer or Agent of Subcontractor

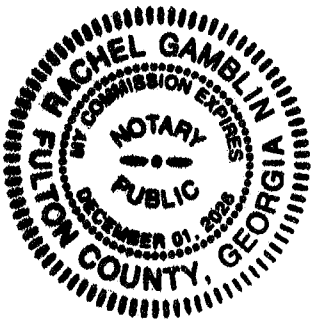
_____
Printed Name of Authorized Officer or Agent of Subcontractor

Sworn to and subscribed before me this 21 day of February, 2024.

Notary Public: Rachel Gamblin

County: Fulton

Commission Expires: 12/01/2026



[3]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.

[4]*[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].

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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	CONTACT NAME: Judith Davis, CISR, CPSR	
Hamby & Aloisio Inc. 53 Perimeter Center East #400 Atlanta GA 30346	PHONE (A/C, No, Ext): (770) 551-3270	FAX (A/C, No): (770) 551-3289
	E-MAIL ADDRESS: judith@hains.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Alliance of Nonprofits for Ins.	10023
INSURER B : Sequoia Insurance Company	22985
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Georgia Justice Project, Inc.
438 Edgewood Ave. SE
Atlanta GA 30312

COVERAGES **CERTIFICATE NUMBER:** 2023-2024 **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	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:	Y		2023-43823	06/30/2023	07/01/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Liquor Liability	$ 1,000,000 $ 500,000 $ 20,000 $ 1,000,000 $ 3,000,000 $ 3,000,000 $ 1,000,000
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			2023-43823	06/30/2023	07/01/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Uninsured motorist	$ 1,000,000 $ $ $ $ 1,000,000
A	☒ UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION $ 0			2023-43823A-UMB	06/30/2023	07/01/2024	EACH OCCURRENCE AGGREGATE	$ 3,000,000 $ 3,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N ☐ If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		QWC1298817	07/01/2023	07/01/2024	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

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

Certificate holder is Additional Insured for General Liability.

CERTIFICATE HOLDER

Fulton County Government
141 Pryor Street SW
Atlanta GA 30303-3408

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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

OWNER:

FULTON COUNTY, GEORGIA

DocuSigned by:
Robert L. Pitts
BA715B1A26544E7...

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST:

DocuSigned by:
Tonya R. Grier
EEC476C4837648D...

Tonya R. Grier
Clerk to the Commission

DocuSigned by:

(Affix County Seal)

CONTRACTOR:

VENDOR NAME **Georgia Justice Project**

DocuSigned by: Name of Signatory: Douglas Ammar
Douglas Ammar
B00E8EBBE2E0405... Title of Signatory: executive Director

Authorized Signature

ATTEST:

DocuSigned by: Name of 2nd Signatory: **Rachel Gamblin**
F0A6C9633B5E4B5... Title of 2nd Signatory: **Notary**

Second Authorized Signature

(Affix Corporate Seal, if applicable)

APPROVED AS TO FORM:

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

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FULTON COUNTY

CONTRACT DOCUMENTS

FOR

REQUEST FOR PROPOSAL 24RFP013124C-MH

2024 CONSOLIDATED COMMUNITY SERVICES PROGRAM

FOR

DEPARTMENT OF COMMUNITY DEVELOPMENT

OF

FULTON COUNTY, GEORGIA

Docusign Envelope ID: EF21AB39-AC7F-4F28-9E3E-7B113144DF0C

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 **Quality Care for Children** (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:

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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

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ARTICLE I - PARTIES AND TERM:

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

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

(c) Nothing contained in this Agreement shall be 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: Programs focusing on kindergarten readiness...

Disabilities: Not Applicable

Economic Stability: Not Applicable

Health and Wellness: Not Applicable

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Homelessness: Not Applicable

Senior Services: Not Applicable

Veterans Services: Not Applicable

Quality Care for Children, Learning When It Matters Most 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
Quality Care for Children	3 Corporate Blvd., NE., Suite 230	Atlanta	GA	30329	NA	1,2,3,4,5,6

Approach and Design:

Quality Care for Children, Learning When It Matters Most will provide services to **10** clients that reside in Fulton County, with CCSP funding.

Quality Care for Children, will provide the following activities and services in Fulton County with CCSP funding:

High quality child care in metro Atlanta costs between ($8,000 – $10,000) per year, putting it beyond the reach of low income families whose family household incomes are 100-200% of the federal poverty level ($31,284 for a family of 2 - $47,638 for a family of 4) in metro Atlanta. Child care is one of the only industries that is still struggling to recover from the effects of the pandemic. Not all child care providers came back online, and for the ones that are open, they are operating at below maximum capacity. In addition, child care providers are dealing with higher costs of operation, a

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competitive job market that is drawing away experienced teachers. Early educators have long worked for low pay and no benefits. With retail businesses offering higher starting salaries and benefits such as health insurance and retirement plans, many veteran teachers have left the industry. In such a landscape, the basic principles of supply and demand will put child care increasingly out of reach for working parents. We are more likely to lose supply in under-resourced communities where child care programs already faced challenges staying afloat before the pandemic. Additionally, only 14% of income eligible children in Georgia receive CAPS subsidy and STABLE grants that were a lifeline for providers have ended.

In keeping with our mission to ensure Georgia's children are nurtured and educated, QCC offers the Emergency ChildCare(ECC) program
that provides short-term financial assistance to families experiencing crises such as homelessness,domestic violence, and instability due to divorce or displacement, loss of job or gap in employment, hospitalization or other unexpected events.Often, women we serve are homeless or on the verge of becoming homeless. Such crises makes it difficult for parents to provide continuity and consistency of child care for their children. Lack of child care further exacerbates their challenges in addressing their crises, including finding and maintaining employment. With funds from Fulton County, QCC proposes to provide 12 weeks of emergency child care to 40 Fulton Countychildren.The actual number of child care scholarships provided will vary depending on the age of the child (infant care is more expensive), cost of child care at the facility chosen by the family, and the needs of the families.

Program Details - The Emergency Child Care (ECC) program pays for up to 12 weeks of child care ($2,185 per child -$175x12 wks. + $85 registration fees). QCC works with families to develop a child care plan and helps them locate care by searching QCC's database to find Quality Rated care that meets the families' needs. QCC provides personalized service by helping parents find care that's close to home or work, on their daily route, or accessible by public transportation. Programs that are recruited to participate in the ECC are specially trained to care for children from families in crisis. Child care
programs that provide care during non-traditional hours (e.g. evenings and weekends) are also included in the pool to meet the needs of families working these hours. We facilitate the relationship between the provider and parent, monitors the placement of the child in early learning, before- and after-school care, and summer camps to guarantee that services are being provided, and connect families to additional resources including long-term financial planning.

Eligible families will be screened when they call the 1800-ALL-GA-KIDS looking for information and financial assistance.These families are directed to the program manager of the Emergency Child Care Program. She will then verify income eligibility, help parents select the child care that meets their family's needs and serve as the liaison between the child care provider and the parent. We establish a MOU between all parties detailing the duration and amount of support - up to 12weeks of child care support ($175/week + $85 registration fees = $2,185). QCC directly reimburses the child care provider after verifying weekly attendance.

Sustainability: QCC has been offering Emergency Child Care Program since 1983 and has an established system to ensure services are being provided effectively and efficiently. Even as we implement programs to meet the immediate needs of families, QCC works to influence policy and legislative changes that would make quality child care affordable for all working families. For example, in 2020, QCC successfully advocated for widening the CAPS eligibility to include college student parents, prior to which, they were not eligible. We are currently working with United Way, Promise All Atlanta Children Thrive (PAACT) a city of Atlanta initiative, Atlanta Public School, and Atlanta Police Foundation to ensure low income families (families whose income are 200% below the poverty level) pay no more than 10% of their

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wages in child care costs. We are also working with Clayton State University to implement a child care support program for their students who are parents.

Designation of CSP Funds:

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

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

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

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

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

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Cost Category	Designation of CCSP Funding Award
Administrative (5% Admin max of funds awarded.)	$1,250.00
Operational	$1,900.00
Direct Services	$21,850.00
Total	$25,000.00

Explanation of Funding Details:

Direct Services: QCC will offer 12 weeks of emergency child care scholarship to 10 Fulton Co.children, including registration costs (approximately, $80). By providing child care scholarships, QCC will ensure a) children have access to high-quality child care and b) parents have the resources they need to stabilize their family life and work towards their career goals.

Administrative: Administrative expenses include a portion of executive and finance support staff associated with this grant.

Operational: QCC is requesting a small operational cost amount for this project. Costs associated with this project will be covered by QCC through other funding sources.

Program Performance Measures:

Quality Care for Children 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 students assessed as ready for kindergarten

Disabilities: Not Applicable

Economic Stability: Not Applicable

Health and Wellness: Not Applicable

Homelessness: Not Applicable

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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:

QCC measures its effectiveness in the availability and accessibility of quality child care for all Georgia children,especially those from low-income and under-resourced families. 90% of the enrolled children will successfully meet their developmental milestones for their age and stage of development and be kindergarten ready: Children enrolled in a Quality Rated program will be evaluated using the Environment Rating Scales (ERS) - Infant/Toddler Environment Rating Scale –Third Edition (ITERS-3), Early ChildhoodEnvironment Rating Scale – Third Edition (ECERS-3), Family Child Care Environment Rating Scale – Revised (FCCERS-R), School-Age Care Environment Rating Scale – Updated (SACERS-U),which gives an accurate picture of developmental stages for every children.

We seek to answer the following questions:
1.Did the program provide the number of scholarships and weeks of care intended, and did the location of the families served meet the geographic intent of the program, i.e. were children from the target zip code served. QCC uses Salesforce to track scholarship data including number and demographics of applicants and scholarship recipients,monetary value and number of weeks of each scholarship, and amount paid and amount encumbered for future payments. QCC tracks child demographic information and child attendance at the child care program. (Child attendance records are submitted by the child care facility and verified by QCC). QCC also tracks information about the child care facility used, e.g., type of care, state license number, Quality Rating, location difference for them and their child?
2. were families satisfied with the assistance they received? Did the assistance make a difference for them and their child? QCC conducts a check-in call with the parents at the time of enrollment and when they roll off the program to assess the impact of the support on their financial and employment situation, their satisfaction with the child care program, how they believe their child is benefiting from participating in a high-quality child-care program, and their overall satisfaction with the QCC program services. QCC will conduct a final evaluation survey with families to ensure their experiences are documented. These documented experiences will be shared with funders and community stakeholders. QCC's Senior Director of Research, Evaluation and Program Impact will ensure data is being properly tracked, develop a parent survey, assist with the analysis and compilation of interview data, and assist in creating a final evaluation and impact report.

Agency Defined Performance Measure(s):

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1. 100% of the children will receive Quality Rated care, leading to kindergarten readiness:
QCC requires that children be enrolled in licensed child care that is Quality Rated or working towards becoming Quality Rated as a part of the support.As a CCR&R, QCC is aware of the QR status of any given child care provider and can easily verify their status.

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."**

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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).

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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 **$25,000.00.**

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

(c) If through any cause, Contractor shall fail to fulfill its obligation under this Agreement in a timely and proper fashion or in the event that any of the provision or stipulations of this Agreement are violated by Contractor, Fulton County shall thereupon have the right to immediately suspend or terminate this Agreement by serving written notice as defined herein upon Contractor of Fulton County's intent to suspend or terminate this Agreement. If the Agreement is terminated pursuant to this paragraph, Contractor shall be exclusively limited to receiving only the compensation for work performed in a manner satisfactory to Fulton County up to and including the date of the written termination notice.

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

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(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

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To Contractor:

Quality Care for Children
3 Corporate Blvd. Suite 230
Atlanta, Georgia 30329

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.

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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.

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(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 **Quality Care for Children**, 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

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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.

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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

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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.

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STATE OF GEORGIA

COUNTY OF FULTON

FORM F: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services[1] under a contract with **[insert name of prime contractor (Agency)]** Quality Care for Children 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.

46499
EEV/Basic Pilot Program* User Identification Number

Quality Care for Children
Name of Contractor (Agency)

BY: Authorized Signature of Officer or Agent of Contractor

President & CEO
Title of Authorized Officer or Agent of Contractor of Contractor

Ellyn Cochran
Printed Name of Authorized Officer or Agent of Contractor

Sworn to and subscribed before me this 22 day of February, 2024.

Notary Public: Ina Lyons

County: Fulton

Commission Expires: 10/12/27

INA LYONS NOTARY PUBLIC FULTON COUNTY, GA MY COMMISSION EXPIRES OCTOBER 12 2027

[1]O.C.G.A.§ 13-10-90(4), as amended by Senate Bill 160, provides that "physical performance of services" includes any performance of labor or services for a public employer (e.g., Fulton County) using a bidding process (e.g., ITB, RFQ, RFP, etc.) of amount whereby 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 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].

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STATE OF GEORGIA

COUNTY OF FULTON

FORM G: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT

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

46499

EEV/Basic Pilot Program* User Identification Number of Subcontractor

Quality Care for Children

Name of Subcontractor (Individual/Agency)

BY: Authorized Signature Officer or Agent of Subcontractor

President & CEO

Title of Authorized Officer or Agent of Subcontractor

Ellyn Cochran

Printed Name of Authorized Officer or Agent of Subcontractor

Sworn to and subscribed before me this 22 day of February, 2024.

Notary Public: Ina Lyons

County: Fulton

Commission Expires: 10/12/27

INA LYONS NOTARY PUBLIC FULTON COUNTY, GA MY COMMISSION EXPIRES OCTOBER 12 2027

[3]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.

[4]*[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].

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/18/2024

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	CONTACT NAME: Cameron Bryan	
Rhodes Risk Advisors 3050 Peachtree Rd NW Suite 200 Atlanta GA 30305	PHONE (A/C, No, Ext): (404) 996-0306	FAX (A/C, No): (404) 806-4335
	E-MAIL ADDRESS: cameron.bryan@rhodesra.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : The Cincinnati Casualty Company	28665
INSURER B : Wesco Insurance Company	25011
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Quality Care For Children Inc.
3 Corporate Blvd. NE
Suite 230
Brookhaven GA 30329-2010

COVERAGES **CERTIFICATE NUMBER:** 23-24 **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	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] SexualAbuse&Molestation Included GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC OTHER:	Y	Y	ETD 055 15 39	10/01/2023	10/01/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 10,000 $ 1,000,000 $ 3,000,000 $ 3,000,000
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			ETD 055 15 39	10/01/2023	10/01/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	[X] UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [X] RETENTION $ 0	Y	Y	ETD 055 15 39	10/01/2023	10/01/2024	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WSS3672292	10/01/2023	10/01/2024	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

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

Fulton County Government, its' Officials, Officers and Employees are listed as an additional insured with the respects to general liability and Umbrella on a primary and non-contributory basis and as required by written contract. Waiver of Subrogation in favor of the additional insureds are included on general liability, and Umbrella. Blanket Endorsement attached

CERTIFICATE HOLDER

Fulton County Government - Purchasing Department
141 Pryor Street SW
Atlanta GA 30303-3408

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SOCIAL SERVICES COMMERCIAL GENERAL LIABILITY BROADENED ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Endorsement - Table of Contents:

Coverage:	Begins on Page:
1. Employee Benefit Liability Coverage	2
2. Unintentional Failure To Disclose Hazards	8
3. Damage To Premises Rented To You	8
4. Supplementary Payments	9
5. Medical Payments	10
6. 180 Day Coverage For Newly Formed Or Acquired Organizations	10
7. Waiver Of Subrogation	10
8. Automatic Additional Insured - Specified Relationships:	10
(a) Managers Or Lessors Of Premises	
(b) Lessor Of Leased Equipment	
(c) Vendors	
(d) State Or Governmental Agency Or Subdivision Or Political Subdivision - Permits Or Authorizations	
(e) Mortgagee, Assignee Or Receiver	
(f) Grantor Of Franchise	
(g) Owners, Lessees Or Contractors	
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15. Former Employees As Insureds	16
16. Broadened Who Is An Insured	16
17. Replacement Of Customers Keys Or Locks	16
18. Limited Employee Criminal Defense Expense Coverage	17
19. Limited Assault Expense Coverage	17
20. Limited Rental Lease Agreement Contractual Liability Coverage	18
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22. Personal And Advertising Injury Redefined	19
23. Voluntary Property Damage Coverage	19
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25. Client Defined	22

B. Limits Of Insurance:

The Commercial General Liability Limits of Insurance apply to the insurance provided by this endorsement, except as provided below:

1. Employee Benefit Liability Coverage

Each Employee Limit:	$1,000,000
Aggregate Limit:	$3,000,000
Deductible Amount:	$ 1,000

3. Damage To Premises Rented To You

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a. The lesser of:
(1) The Each Occurrence Limit shown in the Declarations; or
(2) $1,000,000
b. $30,000 aggregate sublimit for damage caused by your "client"

4. Supplementary Payments

a. Bail Bonds: $5,000
b. Loss Of Earnings: $1,000

9. Property Damage To Borrowed Equipment

Each Occurrence Limit: $10,000
Deductible Amount: $ 250

17. Replacement Of Customers Keys Or Locks

Each Occurrence Limit: $25,000
Deductible Amount: $ 250

18. Limited Employee Criminal Defense Expense Coverage

Each Criminal Proceedings Limit: $10,000
Aggregate Limit: $50,000

19. Limited Assault Expense Coverage

Each Person Limit: $10,000
Aggregate Limit: $25,000

20. Limited Rental Lease Agreement Contractual Liability Coverage

Each Occurrence Limit: $100,000

23. Voluntary Property Damage Coverage

Each Occurrence Limit: $1,000
Aggregate Limit: $5,000
Deductible Amount: $ 250

C. Coverages

1. Employee Benefit Liability Coverage

a. The following is added to **Section I - Coverages:**

EMPLOYEE BENEFIT LIABILITY COVERAGE

(1) Insuring Agreement

(a) We will pay those sums that the insured becomes legally obligated to pay as damages caused by any act, error or omission of the insured, or of any other person for whose acts the insured is legally liable, to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend against any "suit" seeking damages to which this insurance does not apply. We may, at our discretion, investigate any report of an act, error or omission and settle any claim or "suit" that may result. But:

1) The amount we will pay for damages is limited as described in **C.** Coverages, **1.** Employee Benefit Liability Coverage, **c.** Limits Of Insurance of this endorsement; and

2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

(b) This insurance applies to damages only if the act, error or omission is negligent-

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ly committed in the "administration" of your "employee benefit program"; and

1) Occurs during the policy period; or

2) Occurred prior to the "first effective date" of this endorsement provided:

a) You did not have knowledge of a claim or "suit" on or before the "first effective date" of this endorsement.

You will be deemed to have knowledge of a claim or "suit" when any insured listed under **C.** Coverages, **1.** Employee Benefit Liability Coverage, **b.** Who Is An Insured, **(1)** of this endorsement or any "employee" authorized by you to give or receive notice of a claim or "suit":

i) Reports all, or any part, of the act, error or omission to us or any other insurer;

ii) Receives a written or verbal demand or claim for damages because of the act, error or omission; and

b) There is no other applicable insurance.

(2) Exclusions

This insurance does not apply to:

(a) Bodily Injury, Property Damage Or Personal And Advertising Injury

"Bodily injury", "property damage" or "personal and advertising injury".

(b) Dishonest, Fraudulent, Criminal Or Malicious Act

Damages arising out of any intentional, dishonest, fraudulent, criminal or malicious act, error or omission, committed by any insured, including the willful or reckless violation of any statute.

(c) Failure To Perform A Contract

Damages arising out of failure of performance of contract by any insurer.

(d) Insufficiency Of Funds

Damages arising out of an insufficiency of funds to meet any obligations under any plan included in the "employee benefit program".

(e) Inadequacy Of Performance Of Investment/Advice Given With Respect To Participation

Any claim based upon:

1) Failure of any investment to perform;

2) Errors in providing information on past performance of investment vehicles; or

3) Advice given to any person with respect to that person's decision to participate or not to participate in any plan included in the "employee benefit program".

(f) Workers' Compensation And Similar Laws

Any claim arising out of your failure to comply with the mandatory provisions of any workers' compensation, unemployment compensation insurance, social security or disability benefits law or any similar law.

(g) ERISA

Damages for which any insured is liable because of liability imposed on a fiduciary by the Employee Retirement Income Security

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Act of 1974, as now or hereafter amended, or by any similar federal, state or local laws.

(h) Available Benefits

Any claim for benefits to the extent that such benefits are available, with reasonable effort and cooperation of the insured, from the applicable funds accrued or other collectible insurance.

(i) Taxes, Fines Or Penalties

Taxes, fines or penalties, including those imposed under the Internal Revenue Code or any similar state or local law.

(j) Employment-Related Practices

Any liability arising out of any:

1) Refusal to employ;

2) Termination of employment;

3) Coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or other employment-related practices, acts or omissions; or

4) Consequential liability as a result of **1)**, **2)** or **3)** above.

This exclusion applies whether the insured may be held liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

(3) Supplementary Payments

Section **I -** Supplementary Payments - Coverages **A** and **B** also apply to this Coverage, however **1.b.** and **2.** of the Supplementary Payments provision do not apply.

b. Who Is An Insured

As respects Employee Benefit Liability Coverage, **Section II - Who Is An Insured** is replaced by the following:

(1) If you are designated in the Declarations as:

(a) An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.

(b) A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds but only with respect to the conduct of your business.

(c) A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.

(d) An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

(e) A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

(2) Each of the following is also an insured:

(a) Each of your "employees" who is or was authorized to administer your "employee benefit program";

(b) Any persons, organizations or "employees" having proper temporary authorization to administer your "employee benefit program" if you die, but only until your legal representative is appointed; or

(c) Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and du-

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ties under this Coverage Part.

(3) Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if no other similar insurance applies to that organization. However, coverage under this provision:

(a) Is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

(b) Does not apply to any act, error or omission that was committed before you acquired or formed the organization.

c. Limits Of Insurance

As respects Employee Benefit Liability Coverage, **Section III - Limits Of Insurance** is replaced by the following:

(1) The Limits of Insurance shown in Section **B.** Limits Of Insurance, **1.** Employee Benefit Liability Coverage of this endorsement and the rules below fix the most we will pay regardless of the number of:

(a) Insureds;

(b) Claims made or "suits" brought;

(c) Persons or organizations making claims or bringing "suits";

(d) Acts, errors or omissions; or

(e) Benefits included in your "employee benefit program".

(2) The Aggregate Limit shown in Section **B.** Limits Of Insurance, **1.** Employee Benefit Liability Coverage of this endorsement is the most we will pay for all damages because of acts, errors or omissions negligently committed in the "administration" of your "employee benefit program".

(3) Subject to the limit described in **(2)** above, the Each Employee Limit shown in Section **B.** Limits Of Insurance, **1.** Employee Benefit Liability Coverage of this endorsement is the most we will pay for all damages sustained by any one "employee", including damages sustained by such "employee's" dependents and beneficiaries, as a result of:

(a) An act, error or omission; or

(b) A series of related acts, errors or omissions, regardless of the amount of time that lapses between such acts, errors or omissions;

negligently committed in the "administration" of your "employee benefit program".

However, the amount paid under this endorsement shall not exceed, and will be subject to the limits and restrictions that apply to the payment of benefits in any plan included in the "employee benefit program".

(4) Deductible Amount

(a) Our obligation to pay damages on behalf of the insured applies only to the amount of damages in excess of the Deductible Amount shown in Section **B.** Limits Of Insurance, **1.** Employee Benefit Liability Coverage of this endorsement as applicable to Each Employee. The limits of insurance shall not be reduced by the amount of this deductible.

(b) The Deductible Amount shown in Section **B.** Limits Of Insurance, **1.** Employee Benefit Liability Coverage of this endorsement applies to all damages sustained by any one "employee", including such "employee's" dependents and beneficiaries, because of all acts, errors or omissions to which this insurance applies.

(c) The terms of this insurance, including those with respect to:

1) Our right and duty to defend the insured against any "suits" seeking those damages; and

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2) Your duties, and the duties of any other involved insured, in the event of an act, error or omission, or claim;

apply irrespective of the application of the Deductible Amount.

(d) We may pay any part or all of the Deductible Amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the Deductible Amount as we have paid.

d. Additional Conditions

As respects Employee Benefit Liability Coverage, **Section IV - Commercial General Liability Conditions** is amended as follows:

(1) Item **2.** Duties In The Event Of Occurrence, Offense, Claim Or Suit is deleted in its entirety and replaced by the following:

2. Duties In The Event Of An Act, Error, Omission, Claim Or Suit

a. You must see to it that we are notified as soon as practicable of an act, error or omission which may result in a claim. To the extent possible, notice should include:

(1) What the act, error or omission was and when it occurred; and

(2) The names and addresses of anyone who may suffer damages as a result of the act, error or omission.

b. If a claim is made or "suit" is brought against any insured, you must:

(1) Immediately record the specifics of the claim or "suit" and the date received; and

(2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. You and any other involved insured must:

(1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

(2) Authorize us to obtain records and other information;

(3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and

(4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of an act, error or omission to which this insurance may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense without our consent.

(2) Item **4.** Other Insurance is replaced by the following:

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under this Employee Benefit Liability Coverage, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when **c.** below applies. If this in-

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surance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph **b.** below.

b. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

c. No Coverage

This insurance shall not cover any loss for which the insured is entitled to recovery under any other insurance in force previous to the effective date of this Employee Benefit Liability Coverage.

e. Additional Definitions

As respects Employee Benefit Liability Coverage, **Section V - Definitions** is amended as follows:

(1) The following definitions are added:

1. "Administration" means:

a. Providing information to "employees", including their dependents and beneficiaries, with respect to eligibility for or scope of "employee benefit programs";

b. Interpreting the "employee benefit programs";

c. Handling records in connection with the "employee benefit programs"; or

d. Effecting, continuing or terminating any "employee's" participation in any benefit included in the "employee benefit program".

However, "administration" does not include:

a. Handling payroll deductions; or

b. The failure to effect or maintain any insurance or adequate limits of coverage of insurance, including but not limited to unemployment insurance, social security benefits, workers' compensation and disability benefits.

2. "Cafeteria plans" means plans authorized by applicable law to allow "employees" to elect to pay for certain benefits with pre-tax dollars.

3. "Employee benefit programs" means a program providing some or all of the following benefits to "employees", whether provided through a "cafeteria plan" or otherwise:

a. Group life insurance; group accident or health insurance; dental, vision and hearing plans; and flexible spending accounts; provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to those "employees" who satisfy the plan's eligibility requirements;

b. Profit sharing plans, employee savings plans, employee stock ownership plans, pension plans and stock

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subscription plans, provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to all "employees" who are eligible under the plan for such benefits;

c. Unemployment insurance, social security benefits, workers' compensation and disability benefits; and

d. Vacation plans, including buy and sell programs; leave of absence programs, including military, maternity, family, and civil leave; tuition assistance plans; transportation and health club subsidies.

4. "First effective date" means the date upon which coverage was first effected in a series of uninterrupted renewals of insurance coverage.

(2) The following definitions are deleted in their entirety and replaced by the following:

5. "Employee" means a person actively employed, formerly employed, on leave of absence or disabled, or retired. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

18. "Suit" means a civil proceeding in which money damages because of an act, error or omission to which this insurance applies are alleged. "Suit" includes:

a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent;

b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent; or

c. An appeal of a civil proceeding.

2. Unintentional Failure To Disclose Hazards

Section IV - Commercial General Liability Conditions, 6. Representations is amended by the addition of the following:

Based on our dependence upon your representations as to existing hazards, if unintentionally you should fail to disclose all such hazards at the inception date of your policy, we will not reject coverage under this Coverage Part based solely on such failure.

3. Damage To Premises Rented To You

a. The last paragraph of **2. Exclusions** under **Section I - Coverage A - Bodily Injury And Property Damage Liability** is replaced by the following:

Exclusions **c.** through **n.** do not apply to damage by fire, explosion, lightning, smoke or soot to premises while rented to you or temporarily occupied by you with permission of the owner, for which the amount we will pay is limited to the Damage To Premises Rented To You Limit as described in Section **III** - Limits Of Insurance.

b. The insurance provided under Section **I** - Coverage **A** - Bodily Injury And Property Damage Liability applies to "property damage" arising out of water damage to premises that are both rented to and occupied by you.

As respects Water Damage Legal Liability, as provided in Paragraph **3.b.** above:

The exclusions under Section **I** - Coverage **A** - Bodily Injury And Property Damage Liability, **2.** Exclusions, other than **i.** War and the Nuclear Energy Liability Exclusion (Broad Form), are deleted and the following are added:

This insurance does not apply to:

(a) "Property damage":

(i) Assumed in any contract or agreement; or

(ii) Caused by or resulting from any of the following:

1) Wear and tear;

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2) Rust or other corrosion, decay, deterioration, hidden or latent defect or any quality in property that causes it to damage or destroy itself;

3) Smog;

4) Mechanical breakdown including rupture or bursting caused by centrifugal force;

5) Settling, cracking, shrinking or expansion;

6) Nesting or infestation, or discharge or release of waste products or secretions, by insects, birds, rodents or other animals; or

7) Presence, growth, proliferation, spread or any activity of fungus, including mold or mildew, and any mycotoxins, spores, scents or byproducts produced or released by fungi.

(b) "Property damage" caused directly or indirectly by any of the following:

(i) Earthquake, volcanic eruption, landslide or any other earth movement;

(ii) Water that backs up or overflows or is otherwise discharged from a sewer, drain, sump, sump pump or related equipment;

(iii) Water under the ground surface pressing on, or flowing or seeping through:

1) Foundations, walls, floors or paved surfaces;

2) Basements, whether paved or not; or

3) Doors, windows or other openings.

(c) "Property damage" caused by or resulting from water that leaks or flows from plumbing, heating, air conditioning, fire protection systems, or other equipment, caused by or resulting from freezing, unless:

(i) You did your best to maintain heat in the building or structure; or

(ii) You drained the equipment and shut off the water supply if the heat was not maintained.

(d) "Property damage" to:

(i) Plumbing, heating, air conditioning, fire protection systems, or other equipment or appliances; or

(ii) The interior of any building or structure, or to personal property in the building or structure caused by or resulting from rain, snow, sleet or ice, whether driven by wind or not.

c. Limit Of Insurance

With respect to the insurance afforded in Paragraphs **3.a.** and **3.b.** above, the Damage To Premises Rented To You Limit as shown in the Declarations is amended as follows:

(1) Paragraph **6.** of Section **III** - Limits Of Insurance is replaced by the following:

6. Subject to Paragraph **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** - Bodily Injury And Property Damage Liability for damages because of "property damage" to any one premises:

a. While rented to you, or temporarily occupied by you with permission of the owner;

b. In the case of damage by fire, explosion, lightning, smoke or soot, while rented to you; or

c. In the case of damage by water, while rented to and occupied by you.

(2) The most we will pay is limited as described in Section **B.** Limits Of Insurance, **3.** Damage To Premises Rented To You of this endorsement.

4. Supplementary Payments

Under **Section I - Supplementary Payments - Coverages A and B**:

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a. Paragraph **1.b.** is replaced by the following:

Up to the limit shown in Section **B.** Limits Of Insurance, **4.a.** Bail Bonds of this endorsement for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

b. Paragraph **1.d.** is replaced by the following:

All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to the limit shown in Section **B.** Limits Of Insurance, **4.b.** Loss Of Earnings of this endorsement per day because of time off from work.

5. Medical Payments

Section I - Coverage C - Medical Payments, 2. Exclusions, a. Any Insured is replaced by the following:

a. Any Insured

To any insured, except:

(1) A "volunteer worker"; or

(2) A student in training, medical director or administrator who is providing services on your behalf.

6. 180 Day Coverage For Newly Formed Or Acquired Organizations

Section II - Who Is An Insured is amended as follows:

Subparagraph **a.** of Paragraph **3.** is replaced by the following:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

7. Waiver Of Subrogation

Section IV - Commercial General Liability Conditions, 8. Transfer Of Rights Of Recovery Against Others To Us is amended by the addition of the following:

We waive any right of recovery against any additional insured under this endorsement, because of any payment we make under this endorsement, to whom the insured has waived its right of recovery in a written contract, written agreement, written permit or written authorization. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such additional insured prior to loss.

8. Automatic Additional Insured - Specified Relationships

a. The following is added to **Section II - Who Is An Insured**:

(1) Any person(s) or organization(s) described in Paragraph **8.a.(2)** of this endorsement (hereinafter referred to as additional insured) whom you are required to add as an additional insured under this Coverage Part by reason of a written contract, written agreement, written permit or written authorization or, only with respect to Paragraph **8.a.(2)(i)** of this endorsement, an oral agreement or contract.

(2) Only the following persons or organizations are additional insureds under this endorsement, and insurance coverage provided to such additional insureds is limited as provided herein:

(a) Managers Or Lessors Of Premises

The manager or lessor of a premises leased to you you are required per Paragraph **8.a.(1)** of this endorsement to provide insurance, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by you or those acting on your behalf in connection with the ownership, maintenance or use of that part of the premises leased to you, subject to the following additional exclusions:

This insurance does not apply to:

(i) Any "occurrence" which takes place after you cease to be a tenant in that premises;

(ii) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

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(b) Lessor Of Leased Equipment

Any person(s) or organization(s) from whom you lease equipment you are required per Paragraph **8.a.(1)** of this endorsement to provide insurance. Such person(s) or organization(s) are insureds only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s). A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends. However, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

(c) Vendors

Any person or organization (referred to below as vendor) you are required per Paragraph **8.a.(1)** of this endorsement to provide insurance, but only with respect to liability for "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

(i) The insurance afforded the vendor does not apply to:

1) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

2) Any express warranty unauthorized by you;

3) Any physical or chemical change in the product made intentionally by the vendor;

4) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

5) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

7) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

8) "Bodily injury" or "property damage" arising out of the sole negligence of

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the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

a) The exceptions contained in Paragraphs **(c)(i)4)** or **6)** of this endorsement; or

b) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(ii) This insurance does not apply to any insured person or organization:

1) From whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products; or

2) When liability included within the "products-completed operations hazard" has been excluded under this Coverage Part with respect to such products.

(d) State Or Governmental Agency Or Subdivision Or Political Subdivision - Permits Or Authorizations

Any state or governmental agency or subdivision or political subdivision you are required per Paragraph **8.a.(1)** of this endorsement to provide insurance, subject to the following additional provision:

This insurance applies only:

(i) With respect to the following hazards for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:

1) The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures;

2) The construction, erection or removal of elevators; or

3) The ownership, maintenance or use of any elevators covered by this insurance.

(ii) With respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision issued, in writing, a contract, agreement, permit or authorization.

However, with regard to **(d)(ii)** above, this insurance does not apply to:

1) "Bodily injury", "property damage"

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or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or

2) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

(e) Mortgagee, Assignee Or Receiver

Any person or organization you are required per Paragraph **8.a.(1)** of this endorsement to provide insurance, but only with respect to their liability as mortgagee, assignee or receiver and arising out of the ownership, maintenance or use of the premises by you. However, this insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

(f) Grantor Of Franchise

Any person or organization you are required per Paragraph **8.a.(1)** of this endorsement to provide insurance, but only with respect to their liability as the grantor of a franchise to you.

(g) Owners, Lessees Or Contractors

Any person or organization you are required per Paragraph **8.a.(1)** of this endorsement to provide insurance, but only with respect to liability for "bodily injury," "property damage" or " personal and advertising injury" caused, in whole or in part, by:

i) Your acts or omissions; or

ii) The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured when required by a written contract.

With respect to the insurance afforded to these additional insureds, the following exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

(h) Controlling Interest

Any person or organization you are required per Paragraph **8.a.(1)** of this endorsement to provide insurance, but only with respect to their liability arising out of:

(i) Their financial control of you; or

(ii) Premises they own maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

(i) Benefactors Or Grantors

Any person or organization you are required per Para-

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graph **8.a.(1)** above to provide insurance, but only with respect to "bodily injury", "property damage" or "personal and advertising injury" arising out of:

(i) Their providing financing or funding to you; or

(ii) Premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

(3) The insurance afforded to additional insureds described in Paragraph **8.a.(1)** of this endorsement:

(a) Only applies to the extent permitted by law;

(b) Will not be broader than that which you are required by the written contract, written agreement, written permit or written authorization to provide for such additional insured; and

(c) Does not apply to any person, organization, vendor, state, governmental agency or subdivision or political subdivision, specifically named as an additional insured under any other provision of, or endorsement added to, this Coverage Part, provided such other provision or endorsement covers the injury or damage for which this insurance applies.

b. With respect to the insurance afforded to the additional insureds described in Paragraph **8.a.(1)** of this endorsement, the following is added to Section **III** - Limits Of Insurance:

The most we will pay on behalf of the additional insured is the amount of insurance:

(1) Required by the written contract, written agreement, written permit or written authorization described in Paragraph **8.a.(1)** of this endorsement. For the purpose of determining the required amount of insurance only, we will include the minimum amount of any Umbrella liability or Excess Liability coverage required for that additional insured in that written contract, written agreement, written permit or written authorization; or

(2) Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

c. Section IV - Commercial General Liability Conditions is amended to include the following:

Automatic Additional Insured Provision

This insurance applies only if the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed:

(1) During the policy period; and

(2) Subsequent to your execution of the written contract or written agreement, or the issuance of a written permit or written authorization, described in Paragraph **8.a.(1)**.

d. Section IV - Commercial General Liability Conditions is amended as follows:

Condition **4.** Other Insurance is amended to include:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured per Paragraph **8.a.(1)** of this endorsement provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract, agreement, permit or authorization described in **8.a.(2)** of this endorsement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

9. Property Damage To Borrowed Equipment

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

OWNER:

FULTON COUNTY, GEORGIA

DocuSigned by:
Robert L. Pitts
BA715B1A26544E7...

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST:

DocuSigned by:
Tonya R. Grier
EEC476C4837648D...

Tonya R. Grier
Clerk to the Commission

(Affix County Seal)

DocuSigned by:

CONTRACTOR:

VENDOR NAME **Quality Care for Children**

DocuSigned by:
Ellyn Cochran
5D41DC6EF6D5495...

Name of Signatory: Ellyn Cochran
Title of Signatory: President and CEO

Authorized Signature

ATTEST:

DocuSigned by:
Jonathan Tuuri
535C8C21E546417...

Name of 2nd Signatory: **Jonathan Tuuri**
Title of 2nd Signatory: **V.P. Finance & Operations**

Second Authorized Signature

(Affix Corporate Seal, if applicable)

APPROVED AS TO FORM:

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

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FULTON COUNTY

CONTRACT DOCUMENTS

FOR

REQUEST FOR PROPOSAL 24RFP013124C-MH

2024 CONSOLIDATED COMMUNITY SERVICES PROGRAM

FOR

DEPARTMENT OF COMMUNITY DEVELOPMENT

OF

FULTON COUNTY, GEORGIA

Docusign Envelope ID: DE6B5928-3BD1-49E4-A814-A33E569C709F

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

WITNESSETH

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

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

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

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

The Agreement was approved by the Fulton County Board of Commissioners on **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:

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ARTICLE I - PARTIES AND TERM:

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

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

(c) Nothing contained in this Agreement shall be 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: In school Afterschool Out of School Programs to help bring up academic...,Programs addressing mental health depression stress trauma and anxiety among youth and teens,Programs and services focusing on one or more of the six National Milestones of My Brothers Keeper...

Disabilities: Not Applicable

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Economic Stability: Not Applicable

Health and Wellness: Not Applicable

Homelessness: Not Applicable

Senior Services: Not Applicable

Veterans Services: Not Applicable

Hands On Atlanta Inc., Hands On Atlanta Education Programs 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
Love T. Nolan Elementary School	2725 Creel Road	East Point	GA	30319	5	5
Brookview Elementary School	3250 Hammarskjold Drive	East Point	GA	30344	6	6
Asa G. Hilliard Elementary School	3353 Mt Olive Rd	East Point	GA	30344	5	5

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Approach and Design:

Hands On Atlanta Inc., Hands On Atlanta Education Programs will provide services to **1612** clients that reside in Fulton County, with CCSP funding.

Hands On Atlanta Inc., will provide the following activities and services in Fulton County with CCSP funding:

Hands On Atlanta's integrative program approach to youth education and development supports the Children and Youth Services priorities through a wraparound framework that includes academic enrichment, social-emotional learning, mentorship, case management, and food assistance for students across three Title 1 Fulton County School System elementary schools. A $100,000 investment from the Fulton County Community Services Program will enable Hands On Atlanta to deploy four trained AmeriCorps members and 50 community volunteers to provide academic, social-emotional, and basic needs support for students in grades K-5 within each of our three partner schools by the end of the 2024 calendar year. Each of our partner schools will participate in a partner-defined combination of the program components based on the individual needs of their students, which are outlined below:

Discovery Enrichment

Discovery is Hands On Atlanta's longest-running outreach program. It is built on the premise that by connecting community members with underserved local public school students, we can leverage volunteerism to foster improved outcomes for Atlanta's youth. The Discovery Program delivers evidence-based STEAM—Science, Technology, Engineering, Arts, and Math—enrichment programming to under-resourced City of Atlanta public schools and Title 1 public and charter schools in Fulton and Dekalb counties. In addition to enriching students' learning through interactive experiential education outside of the school day, Discovery augments students' social-emotional learning through thoughtfully curated programming delivered by trained volunteers and overseen by our education professionals. Hands On Atlanta's volunteers provide mentoring to participating students, creating a lasting impact for many years to come. The Discovery Program also supports students' health and wellness through an accessible physical activity offering and healthy snacks.

Hands On Atlanta will provide Discovery programming to at least 150 students across all three Fulton County partner schools. Hands On Atlanta will facilitate Discovery for all participants in bi-monthly Saturday morning sessions during the Fall 2024 (September-December) academic session. Discovery will be facilitated by Hands On Atlanta staff, AmeriCorps members, and community volunteers. During the Discovery Program, students participate in hands-on STEAM learning activities, such as making a rain cloud in a jar; literacy activities such as making an affirmation jar; and BOKS, which is a free physical activity program for kids of all ages and abilities that offers fitness energizers such as jump rope bursts and chair aerobics. The Discovery curriculum highlights concepts such as teamwork and problem-solving and gives children interactive experiences to practice these skills in a supportive environment. Hands On Atlanta actively boosts student engagement through a suite of interactive participation strategies and incentives like fun-centric and robust activity packets with supplies and materials.

Student Success Skills Coaching

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Student Success Skills (SSS), Hands On Atlanta's social-emotional learning program, empowers students by providing them with essential tools to foster positive relationships, manage emotions effectively, and navigate conflicts successfully. Our AmeriCorps members serve as dedicated coaches, offering support to at-risk and under-resourced students through the nationally recognized K-12 SSS curriculum, currently implemented district-wide across all Fulton County Schools. Hands On Atlanta's SSS Coaches guide students in establishing a strong foundation for emotional regulation, cultivating healthy relationships, developing empathy and understanding for others, practicing responsibility and safety, and mastering the skills to cope with challenging situations. Through this initiative, we aim to increase students' classroom engagement, reduce disciplinary incidents, and instill lifelong positive habits.

To achieve these objectives, Hands On Atlanta will deploy four AmeriCorps members to serve as SSS Coaches, providing targeted support to a total of 60 students identified as needing additional support. Program implementation activities include:

- Daily check-ins: The SSS Coach checks in with targeted students on the caseload during the first few hours of school to set goals and encourage good decision-making. A daily progress report form is used to guide the discussion.
- One-on-one weekly SSS skill-building sessions: Coaches work individually with students using the Student Success Skills curriculum to develop skills that strengthen their ability to learn, have empathy, manage emotions, and solve problems.
- De-escalation: As needed, teachers can request support from the coach for caseload students and other students in need of de-escalation support. Note that the principal or guidance counselor continues to act as the first responder to crisis intervention calls from teachers.
- Check-outs: Toward the end of the day at least three times per week, the SSS coach speaks with targeted students on his or her caseload. As necessary, the SSS coach completes the daily progress report form with the student, which may be sent home for parental sign-off.
- Documentation and caseload meetings: Time is set aside for the SSS coach to document his or her interactions with students, capture students' progress, make referrals for students, and prepare for caseload meetings with the principal, counselor, or the principal’s designee. During these meetings, the SSS coach discusses progress with caseload students.

The Student Success Skills concepts will be taught throughout the school year in all learning environments (traditional and remote) to ensure all students engage in and master the skills. Daily case management sessions last 15-30 minutes each school day for at least 18 weeks per semester using the SSS evidence-based curricula to teach students critical non-academic skills. There will be approximately 10-15 students assigned to each set of SSS coaches per school (four total AmeriCorps SSS Coaches). Throughout the academic year, AmeriCorps SSS coaches remain attuned to help students process the chronic anxiety, isolation, and uncertainty they experience within the marginalized communities they reside within. Hands On Atlanta will continue to work closely with administrative leadership and teaching staff members at partner schools to support the mental health and safety of the students we serve.

Meals 4 Kids Food Assistance

Hands On Atlanta's Meals 4 Kids food assistance program alleviates the burden on families during extended school breaks, allowing them to redirect their resources toward other essential needs. By ensuring that children have access to nutritious meals, we help prepare them for successful learning experiences upon returning to school. Volunteers from Hands On Atlanta carefully assemble and distribute student meal packs containing a variety of nutritious, nonperishable

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items such as whole-grain granola bars, low-sugar fruit cups, shelf-stable milk, macaroni and cheese cups, chicken salad and crackers, applesauce, and oatmeal.

Throughout the Fall 2024 academic semester, Hands On Atlanta plans to distribute 1,265 meal packs to students at two out of our three partner schools in Fulton County. These meal packs will be available to all families at each designated school. Typically distributed prior to extended school breaks like Thanksgiving and Winter Break, Hands On Atlanta will work closely with school officials to determine the most suitable times and logistics for distributing the food packs. This collaborative effort ensures efficient and effective delivery of essential resources to families in need.

Hands On Atlanta's wrap-around programming in Fulton County partner schools addresses the “Help residents realize their educational potential through our community services and library programs” strategic priority area program objective within Fulton County's strategic plan priority area of "Children and Youth Services." Specifically, Hands On Atlanta measures success by indicators directly aligned with the Fulton County Children and Youth Services.’ indicators, including a) the percentage of third through fifth graders who meet target reading levels; and b) the percentage of students over-achieving each year.

Hands On Atlanta Education Programs foster a deeper love for learning by improving overall academic performance and engagement, creating an environment for long-term student success and achievement. Our interactive, hands-on program model helps students build literacy and math skills, advance social-emotional competencies, and reduce delinquent behaviors (i.e. frequent absences and truancy) among at-risk students. Hands On Atlanta also meets the basic needs of students by significantly reducing the food insecurity within the households of the families we serve, along with creating impactful volunteer experiences that build critical capacity for our partner schools. By supporting elementary students through quality programming in and out of school, Hands On Atlanta empowers children from high-risk communities to focus on learning to reach their full potential, helping them move beyond generational poverty to scholastic achievement and promising careers.

Hands On Atlanta's school-based programs support Fulton County's Children and Youth Services Service Category. Within this category, applicable funding priorities include 1) Afterschool/ Out of School Programs to help bring up academic and social/behavioral levels of school-aged youth; 2) Programs addressing mental health, depression, stress, trauma and anxiety among youth and teens; and 3) Programs and services focusing on one or more of the six National Milestones of My Brother’s Keeper (MBK) Alliance (MBK addresses persistent opportunity gaps faced by boys and young men of color and ensure that all young people can reach their full potential.)

Hands On Atlanta's programs address the whole child so students can focus on learning and improve their academic performance. Hands On Atlanta provides quality out-of-school programming through the Saturday Discovery educational enrichment program. The program addresses academic needs through hands-on activities that complement classroom lessons, specifically in STEAM subject areas. Activities offered through Discovery increase social-emotional competencies for all program participants and reinforce concepts for students who also participate in Student Success Skills. The Student Success Skills’ social-emotional learning program and the Discovery educational enrichment program ensure safety and justice by increasing students' ability to manage their emotions and make good choices. Helping students foster positive self-image and work with peers mitigates risky behavior. This results in increased attendance, improved behaviors, and academic outcomes, fewer behavior referrals and suspensions, and a better school climate. Lastly, the Meals 4 Kids program supports students' basic nutritional needs. In reducing the stress and anxiety around food insecurity, we help students focus on improving their academic outcomes, attendance, and behavior.

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Together, our three educational program components help close the opportunity gap, particularly for boys of color, through individual and group support addressing their academic and non-academic needs.

Collaboration

The partnership between Hands On Atlanta and Fulton County Schools underscores our shared commitment to fostering student success through impactful community collaborations and effective communication with our school partners. At the core of our partnership model is the integration of highly skilled AmeriCorps members into the fabric of school operations, providing crucial support to students while facilitating open communication among school staff, volunteers, and parents. Each year, Hands On Atlanta and Fulton County Schools formalize our collaboration through Memorandums of Understanding (MOUs), which outline the specific needs of each partner school to ensure the effective delivery of educational programming. Working closely with the principals of our partner schools, as well as teachers and counselors who serve as on-site supervisors for AmeriCorps members, we prioritize student success by utilizing academic testing data, attendance records, teacher recommendations, and parental input to identify students who would benefit most from our programs. Our focus is on supporting the most vulnerable students who require individualized interventions to thrive academically.

Additionally, Hands On Atlanta maintains a longstanding partnership with AmeriCorps, having managed the state's largest AmeriCorps program for nearly three decades. Hands On Atlanta’s current AmeriCorps class of 50+ members were selected from more than 1,100 applicants, which speaks to the caliber of our members and the reputation of our program. For example, one of our AmeriCorps members who served last year as an SSS coach was hired as a paraprofessional at Brookview Elementary. AmeriCorps members serving in Fulton County are often recognized as employees of the month and extended jobs after their year of service. A July 2020 study conducted by Inner City Fund found that every $1 that Congress appropriates for AmeriCorps and Senior Corps returns over $17 to society, program members, and the government.

Hands On Atlanta also partners with local colleges and volunteer groups to recruit additional volunteers for the Discovery program. In 2022-2023, 714 volunteers served in Discovery, including student volunteer groups from Georgia Tech, Emory University, Georgia State University, Spelman College, Morehouse College, and Clayton State University. Additionally, volunteer groups from various Atlanta businesses and corporations complete all meal packing and food distribution for Meals 4 Kids.

Volunteer groups and program partners that are scheduled to participate during the 2023-2024 academic year include the Atlanta Rotary, Center for Civic and Community Engagement at Emory University, Spelman's S.K.I.R.T.S. program, Little Einsteins Organization at Georgia Tech, Chick-Fil-A and IBM, Georgia Power, Morris, Manning and Martin Law, US Bank, and Kilpatrick Townsend. Hands On Atlanta's dedicated volunteers are essential to the effective and efficient facilitation of our educational programming and meal distribution efforts, as they serve as mentors and activity task leaders to provide guidance and leadership to our students.

Designation of CSP Funds:

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Based on the awarded amount of **$50,000.00,** 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.)	$2,500.00
Operational	$9,500.00
Direct Services	$38,000.00
Total	$50,000.00

Explanation of Funding Details:

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Hands On Atlanta is seeking a $100,000 grant from the Fulton County CCSP, which constitutes 24.3% of the total program budget. Of this sum, $76,000 will directly fund services, covering AmeriCorps member stipends for four individuals. Additionally, $19,000 will be earmarked for purchasing food for meal pack distribution across three partner schools. Lastly, 5%, equivalent to $5,000, will support administrative needs, including partial salary and fringe benefits for the Hands On Atlanta's Meals 4 Kids program team staff members.

Program Performance Measures:

Hands On Atlanta Inc. agrees to track and report program performance to the Fulton County Department of Community Development.

County Defined Performance Measure(s):

Children and Youth: Number of boys/young men of color benefiting from My Brother's Keeper (MBK) Alliance six National Milestones...,Number of Elementary and middle schools' students meeting target reading level,Number of school-aged youth engaged in/benefiting from In school/ Afterschool/ Out of School Programs...

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:

EVALUATION METHODS AND GOALS:

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Hands On Atlanta will employ a comprehensive evaluation methodology to assess the effectiveness and impact of our CCSP-funded programs. Through a combination of data collection tools and specific goals, we aim to ensure continuous improvement of program implementation and achieving outcomes for children and youth. Below, we outline our program performance measure evaluation methods and goals by each supported area.

AmeriCorps Social-Emotional Learning/SSS Program

Evaluation Methods:

- Measure pre- to post-growth in competencies such as interpersonal skills, attitude, mindset, relationship-building, empathy, and problem-solving.
- Monitor student attendance and engagement.
- Identify emerging patterns to better support students.

Goals:

- Pre- to post-growth in social-emotional competencies for at least 60% of students receiving SSS interventions.
- Biannual improvement in attendance rates for students on caseload.
- Use qualitative and quantitative data to inform individualized case management.

Discovery Educational Enrichment Program

Evaluation Methods:

- Track student attendance.
- Assess student satisfaction and understanding of curriculum concepts.
- Collect feedback on program effectiveness from parents.
- Gather feedback from volunteers.
- Obtain qualitative feedback and input from designated school staff.

Goals:

- Achieve an average attendance of 150 unduplicated students participating in Discovery throughout the academic year.
- Maintain an average score of 85% or higher on post-session learning objective assessments, demonstrating achievement of program targets.
- Attain a 75% increase in student interest in academics as reported by parents on post-program surveys.
- Achieve a 90% satisfaction rate among parents regarding program operation as reported on post-program surveys.

Meals 4 Kids Meal Assistance

Evaluation Methods:

- Track the number of meal packs distributed and pounds/meals distributed at each distribution.
- Assess collaboration with school officials and gather qualitative feedback to ensure program effectiveness.

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Goal:

- Distribute meal packs to the entire student body at two partner elementary schools prior to one extended school break period.

MILESTONES and SCHEDULE:

Throughout the academic year, Hands On Atlanta's programs in Fulton County Schools provide continuous support to enrolled students. Participants in the Student Support Skills and Discovery programs will engage in our enriching activities for the entirety of the Fall 2024 semester. Planning for these programs commences in June or July of each academic year, coinciding with the initial onboarding of AmeriCorps members. In August, members undergo a comprehensive week-long training session at Hands on Atlanta's headquarters, supplemented by school-specific training sessions conducted at their respective partner schools. Concurrently, Hands On Atlanta program staff liaise with partner school staff to finalize program plans, volunteer assignments, and activity schedules. By September of each academic year, student caseloads for the AmeriCorps SSS program are established and maintained.

Additionally, the first Discovery session of the academic year occurs in October, with subsequent sessions taking place bi-monthly through May. In the calendar year 2024, Hands On Atlanta's educational programming operates from January to May and from August to December. One distribution of Meals 4 Kids is tentatively scheduled at two of our three partner schools for Fall 2024, preceding either Thanksgiving or Winter break, subject to partner school preferences.

DATA COLLECTION TOOLS:

AmeriCorps Social-Emotional Learning Program: Hands On Atlanta SSS coaches collect data utilizing various tools to report on student participation and progress throughout the program. Hands On Atlanta students receiving SSS interventions will be evaluated for pre- to post-growth in competencies such as interpersonal skills, attitude, and/or mindset, relationship-building, empathy, and problem-solving via the DESSA-mini nationally standardized assessment tool. Our teams maximizing our use of this 24/7 online system to measure eight student academic and social-emotional competencies at the pre, mid-, and post-testing points, ensuring early student intervention and improvements as needed. Additionally, Hands On Atlanta receives attendance data twice annually from partner schools at the mid-point and end of the academic year for students on caseload. This collective data is compared to the same metrics biannually, if available, to demonstrate student progress. We anticipate students will demonstrate social-emotional skill improvements and increased attendance rates biannually (January to May vs. September to December). Hands On Atlanta SSS coaches complete counseling logs for all student encounters to identify emerging patterns and develop individual case management plans. These notes are also used in weekly case management meetings with the school guidance counselor and principal. This mechanism ensures that our team and our partner schools will be apprised of up-to-date student progress and challenges. We publish a comprehensive report annually.

Discovery educational enrichment program: Hands On Atlanta tracks student attendance through parent registration forms and program attendance sheets. Student satisfaction and understanding of curriculum concepts are evaluated at the end of each Discovery session. A parent survey is administered near the end of the school year to collect parent feedback and demonstrate the program's success. Discovery volunteers complete a satisfaction survey following each volunteer event. Additionally, each school designates a member of their staff as the on-site contact from the school, who completes a feedback survey at the end of the program year.

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Meals 4 Kids meal assistance: Hands On Atlanta tracks the number of packs distributed (always ensuring enough for the entire student body) and the number of pounds/meals at each distribution. Program staff collaborate closely with school officials on program planning and implementation, and we request feedback from the school following each food distribution to ensure that we are meeting the needs and expectations of the school, its students, and their families. Additionally, Meals 4 Kids volunteers complete a satisfaction survey following each volunteer event.

Hands On Atlanta uses Salesforce, a database management system platform, to effectively and efficiently monitor student progress and demonstrate program impact in all three program components described above. We adhere to the applicable data confidentiality standards which are outlined in our executed agreements with partner schools.

COUNTY DEFINED PERFORMANCE MEASURES:

Hands On Atlanta will report on three county-defined performance measures within the Children and Youth Services funding priority, including:

- Number of school-aged youth benefiting from Afterschool/Out of School Programs to help bring up academic and social/behavioral levels. For this measure, our goal is that 150 unduplicated students will participate in Discovery, offered on average every other Saturday morning throughout the academic year.
- Number of Elementary and middle schools' students meeting target reading level. Approximately 75 students who participate in the Hands On Atlanta academic enrichment program will demonstrate increased literacy proficiency throughout the year (MAP assessment data provided by Fulton County Schools).
- Number of boys and young men of color benefiting from My Brother's Keeper programs and services that addresses persistent opportunity gaps (defined by six National Milestones of My Brother's Keeper (MBK) Alliance). Approximately 35 boys of color who are in third grade will participate in the Hands On Atlanta academic enrichment and social-emotional learning programs. Among those students, approximately 60% will demonstrate increased literacy proficiency throughout the year (MAP assessment data provided by Fulton County Schools).

Agency Defined Performance Measure(s):

Hands On Atlanta will report on five agency-defined performance measures during the reporting period, including:

- At least 60% of students receiving SSS interventions will show pre- to post-growth in competencies such as interpersonal skills, attitude, and/or mindset, relationship-building, empathy, and problem-solving via the DESSA-mini nationally validated pre/post student assessments.
- The average score from the Discovery post-session learning objective assessments will be 85% or higher, demonstrating that students met the learning targets from the Discovery program curriculum.
- At least 75% of students participating in Discovery will demonstrate an increased interest in their academics as reported by parents on the post-program survey.

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- Approximately 90% of parents will report being highly satisfied or satisfied with the Discovery program and its operation as reported by parents on the post-program survey.
- Hands On Atlanta will distribute 1,265 meal packs to all students of the entire student body at two of our three partner elementary schools prior to one extended school break period.

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."**

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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).

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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 **$50,000.00.**

(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.

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(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

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To Contractor:

Hands On Atlanta Inc.
600 Means Street NW Suite 100
Atlanta, Georgia 30318

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

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

ARTICLE V - INDEMNIFICATION

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

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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.

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(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 **Hands On Atlanta Inc.**, its directors, officers, employees, agents and assigns shall have no right of redress pursuant to the Personnel Rules and Regulations of Fulton County.

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

ARTICLE VIII - INSURANCE

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

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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.

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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

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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.

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STATE OF GEORGIA

COUNTY OF FULTON

FORM F: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services[1] under a contract with **[insert name of prime contractor (Agency)]** Hands On Atlanta 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.

71840

EEV/Basic Pilot Program* User Identification Number

Hands On Atlanta

Name of Contractor (Agency)

Robert Ballinger (Feb 26, 2024 14:13 EST)

BY: Authorized Signature of Officer or Agent of Contractor

Director of Finance/HR

Title of Authorized Officer or Agent of Contractor of Contractor

Robert Ballinger

Printed Name of Authorized Officer or Agent of Contractor

Sworn to and subscribed before me this 26 day of February, 2024.

Notary Public: LaToya Cutliff

County: Gwinnett

Commission Expires: 03/24/24

[1]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.

[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].

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STATE OF GEORGIA

COUNTY OF FULTON

FORM G: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT

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

N/A
_____
EEV/Basic Pilot Program* User Identification Number of Subcontractor

N/A
_____
Name of Subcontractor (Individual/Agency)

N/A
_____
BY: Authorized Signature Officer or Agent of Subcontractor

N/A
_____
Title of Authorized Officer or Agent of Subcontractor

N/A
_____
Printed Name of Authorized Officer or Agent of Subcontractor

Sworn to and subscribed before me this N/A day of N/A, 20_____.

Notary Public: N/A

County: N/A

Commission Expires: N/A

[3]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.

[4]*[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].

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/29/2023

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	CONTACT NAME: Jean Willson	
Manry & Heston, Inc P.O. Box 49607 Atlanta GA 30359	PHONE (A/C, No, Ext): (770) 939-3231	FAX (A/C, No): (770) 939-8978
	E-MAIL ADDRESS: jwillson@manryheston.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Selective Ins Co of SC	19259
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
HANDS ON ATLANTA, INC.
384 NORTHYARDS BLVD NW
SUITE 190
ATLANTA GA 30313-2440

COVERAGES **CERTIFICATE NUMBER:** 23-24 **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	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			S 2030926	07/01/2023	07/01/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 1,000,000 $ 20,000 $ 1,000,000 $ 3,000,000 $ 3,000,000 $
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [X] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			S 2030926	07/01/2023	07/01/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Uninsured motorist	$ 1,000,000 $ $ $ $ 1,000,000
A	[X] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			S 2030926	07/01/2023	07/01/2024	EACH OCCURRENCE AGGREGATE $	$ 2,000,000 $ 2,000,000 $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC 9073252	09/01/2023	09/01/2024	[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

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

ABUSE OR MOLESTATION OCCURRENCE:
LIMIT OF INSURANCE: $3,000,000 EACH ABUSE OR MOLESTATION LIMIT $ 1,000,000

FULTON COUNTY ADDITIONAL INSURED AS REQUIRED BY WRITTEN CONTRACT.

"THIS CERTIFICATE OF INSURANCE REPRESENTS COVERAGE CURRENTLY IN EFFECT AND MAY OR MAY NOT BE IN COMPLIANCE WITH ANY WRITTEN CONTRACT."

CERTIFICATE HOLDER

Fulton County Government
141 Pryor St. SW
Atlanta GA 30303-3408

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

R. Joe Bradley

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ABUSE OR MOLESTATION LIABILITY COVERAGE PART

PLEASE READ THE ENTIRE FORM CAREFULLY.

Various provisions in this coverage part restrict coverage. Read the entire coverage part carefully to determine your rights, duties and what is and is not covered.

Throughout this coverage part the words "you" and "your" refer to those Named Insured(s) shown in the Declarations of the policy to which this coverage part is attached. The words "we," "us" and "our" refer to the Company providing this insurance.

The word "insured" means any person or organization qualifying as such under **SECTION II — WHO IS AN INSURED.**

Other words and phrases that appear in quotation marks have special meaning. Refer to **SECTION V — DEFINITIONS.**

00000FS 2030926 537

SECTION I — COVERAGE

ABUSE OR MOLESTATION LIABILITY COVERAGE

1. Insuring Agreement

a. We will pay those sums that the insured is legally obligated to pay as "damages" because of "abuse" or "molestation" resulting in "injury" to which this insurance applies, if the insured is obligated to pay such "damages" by reason of:

(1) The insured's:

(a) Hiring;

(b) Training;

(c) Investigation;

(d) Supervision;

(e) Reporting "abuse" or "molestation" to the proper authorities, or failure to so report; or

(f) Retention of any "employee," volunteer, student in training or any other person or persons for whom the insured is or ever was legally responsible; or

(2) The insured's:

(a) Design;

(b) Control;

(c) Maintenance;

(d) Supervision;

(e) Inspection; or

(f) Investigation of prospective tenants of your premises, premises in your control or premises you have leased to another; or

(3) The insured's failure to provide professional services or neglect of therapeutic needs arising from "abuse" or "molestation" for which coverage applies under Item **1.a.(1)** or Item **1.a.(2)** of this insuring agreement; or

(4) The insured's liability for any "employee", volunteer, student in training or any other person or persons acting within the scope of their employment, appointment or authorization by you.

We have the right and duty to defend any "suit" seeking "damages" to which this insurance applies. However, we have no duty to defend the insured against any "suit" seeking "damages" to which this insurance does not apply. We may, at our discretion, investigate any "abuse" or "molestation" and settle any claim or "suit" that may result.

But:

(a) The amount we will pay for "damages" is limited as set forth in **SECTION III — LIMIT OF INSURANCE;** and

(b) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of "damages."

We will pay, with respect to any "suit" we defend, those "defense costs" incurred with our consent. No other obligation or liability to pay sums or perform acts or services is covered by this coverage part.

Our obligation to pay for "damages" applies only to the amount of "damages" in excess of any deductible amount shown in the Declarations. The deductible applies separately to each "abuse" or "molestation." Upon our request you will reimburse us for any amounts that we have paid that are within the applicable deductible.

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b. This insurance applies only if:

(1) The "abuse" or "molestation" takes place in the "coverage territory"; and

(2) The "abuse" or "molestation" first takes place during the policy period of the policy to which this coverage part is attached.

2. Exclusions

This insurance does not apply to:

a. Liability assumed by the insured under any contract or agreement.

b. Any obligation for which an insured, or any insurance carrier of the insured, may be held liable under a workers compensation, disability benefits or unemployment compensation law or any similar law.

c. "Injury" to:

(1) An "employee," volunteer, or student in training of the insured arising out of and in the course of:

(a) Employment by or services provided to the insured; or

(b) Performing duties related to the conduct of the insured's organization; or

(2) The spouse, child, parent, brother or sister of such "employee", volunteer, or student in training as a consequence of Paragraph **(1)** above. This exclusion applies:

(a) Whether the insured may be liable as an employer or in any other capacity; and

(b) To any obligation to share damages with or repay someone else who must pay "damages" because of the "injury", except that this exclusion does not apply in the limited instances when such "employee" is also your client and receiving services falling within the scope of services that you provide and the claim arises out of the provision of those services.

d. Any claim made against an insured by another insured, except that this exclusion will not apply when such insured is an "employee", volunteer, or student in training of yours, who is also your client and receiving services falling within the scope of the services that you provide and the claim arises out of the provision of those services.

e. Any loss, cost or expense because of criminal charges, criminal investigations or criminal proceedings of any kind.

f. Any person who has or who is alleged to have committed or participated in or directed "abuse" or "molestation."

SECTION II — WHO IS AN INSURED

1. You are an insured.

2. Each of the following is also an insured:

a. Your directors, but only for liability arising from their duties as your directors;

b. Your board members, but only for liability arising within the scope of their duties as such;

c. An "affiliate" including the following persons but solely during the period of time the "affiliate", as defined below, is an insured; the "affiliate's" (1) directors, but only for liability arising within the scope of their duties as such; (2) board members, but only for liability arising within the scope of their duties as such; (3) "employees", but only for liability arising within the scope of their employment duties for the "affiliate"; (4) volunteers, but only for liability arising within the scope of their volunteer duties for the "affiliate"; and (5) students in training, but only for liability arising within the scope of their duties for the "affiliate".

d. Your "employees", but only for liability arising within the scope of their employment duties for you.

e. Your volunteers, but only for liability arising within the scope of their volunteer duties related to the conduct of your organization; and

f. Students in training, but only for liability arising within the scope of their duties related to the conduct of your organization.

3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no similar insurance available to that organization.

However:

a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

b. Coverage does not apply to "damages" because of "abuse" or "molestation" before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

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SECTION III — LIMIT OF INSURANCE

1. The Limit of Insurance shown in the Declarations and the rules below fix the most we will pay for "damages" to which this insurance applies regardless of the number of:

a. Insureds;

b. Claims made or "suits" brought; or

c. Persons or organizations making claims or bringing "suits".

2. The **EACH "ABUSE" OR "MOLESTATION" LIMIT** shown in the Declarations is the most we will pay for all "damages" as the result of any claim of "abuse" or "molestation".

Each, every and all actual, threatened or alleged acts of physical or mental abuse, sexual abuse, sexual molestation or sexual misconduct committed, participated in, directed, instigated or knowingly permitted by one person or by two or more persons acting together shall be considered to be one "abuse" or "molestation" regardless of:

a. The number of injured parties;

b. The period of time or policy periods over which the acts took place; and

c. The number of such actual, threatened or alleged acts.

3. The **AGGREGATE LIMIT** shown in the Declarations is, subject to Paragraph **2.** of this Section, the total limit of our liability for all "damages" to which this insurance applies.

The Aggregate limits of this coverage part apply separately to each consecutive annual period; and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations to which this coverage part is attached; unless the policy period of the policy to which this coverage part is attached is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding annual period for purposes of determining the limit of insurance.

SECTION IV — CONDITIONS

1. BANKRUPTCY

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this coverage part.

1. Duties in the Event of an Incident, Claim or Suit

a. You must see to it that we are notified as soon as practicable, but in no event later than 90 days after you become aware of an incident or potential incident of "abuse or molestation". You must also see to it that if a claim is made or "suit" is brought against any insured, we receive written notice of the claim or "suit" as soon as practicable, but in no event later than 90 days after the claim is made or "suit" is brought.

b. You and any other involved insured must:

(1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

(2) Authorize us to obtain records and other information;

(3) Cooperate with us in the investigation, settlement or defense of the claim or "suit" including the release of any personnel records of the person(s) allegedly involved in the "abuse" or "molestation"; and

(4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of "abuse" or "molestation" to which this insurance may also apply.

c. No insureds will, except at their own cost, and without recourse to this coverage part, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

3. Legal Action against Us

No person or organization has a right under this coverage part:

a. To join us as a party or otherwise bring us into a "suit" asking for "damages" from an insured; or

b. To sue us on this coverage part unless all of its terms have been fully complied with.

A person or organization may sue us to recover as a result of an "agreed settlement" or on a final judgment against an insured obtained after an actual trial, but we will not be liable for "damages" that are not payable under the terms of this coverage part or that are in excess of the applicable limit of insurance.

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4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under this coverage part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when Paragraph **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph **c.** below.

b. Excess Insurance

If any insured has other insurance directly or indirectly providing coverage for "damages" also covered by this coverage part, then this insurance shall be excess over and shall not contribute with such other insurance except where such insurance is specifically designated as excess to this coverage part.

When this insurance is excess, we will have no duty to defend any "suit" that any other insurer has a duty to defend. If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of covered loss, if any, that exceeds the sum of:

(1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; plus

(2) The total of all deductible and self-insured amounts under this insurance and all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision.

c. Method of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first. If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limit of insurance of all insurers.

5. Premium and Records

a. We will compute all premiums for this insurance in accordance with our rules and rates.

b. The first named insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this coverage part you agree:

a. The statements in the Declarations and in the application for insurance are accurate and complete.

b. Those statements are based upon representations made by the insureds upon reasonable inquiry; and

c. We have issued this coverage part in reliance upon those representations.

7. Separation of Insureds

Except with respect to the limits of Insurance, and any rights or duties specifically assigned to the first Named Insured, this insurance applies:

a. As if each Named Insured were the only Named Insured; and

b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer of Rights of Recovery against Others to Us

If the insured has rights to recover all or part of any payment we have made under this coverage part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will institute legal proceedings or transfer those rights to us and help us enforce them.

9. Two or More Coverage Parts or Policies Issued By Us

It is our intention that the various coverage parts or policies issued to you by us, or any company affiliated with us, do not provide any duplication or overlap of coverage. We have exercised diligence to draft our coverage parts and policies to reflect this intention, but if the facts and circumstances of any claim or "suit" give rise to actual or claimed duplication or overlap of coverage then, notwithstanding the other insurance provision in this coverage part, if this coverage part and any other coverage part or policy issued to the insured by us, or any company affiliated with us, apply to facts and circumstances that in any way include "abuse" or "molestation", the limit of insurance under all such coverage parts or policies combined shall not exceed the applicable limit of insurance stated in the Declarations of this coverage part.

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This condition does not apply to any Excess or Umbrella policy issued by us specifically to apply as excess insurance over this coverage part or policy to which this coverage part is attached.

10. When We Do Not Renew

If we decide not to renew this coverage part or the policy to which this coverage part is attached, we will mail or deliver to the first named insured shown in the Declarations of the policy to which this coverage part is attached written notice of the nonrenewal not less than 30 days before the expiration date. If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V — DEFINITIONS

1. "Affiliate" means those entities exiting on or prior to the effective date of this Coverage Part of which you are the majority owner on or prior to the effective date of this Coverage Part but solely for so long as you remain the majority owner. After the date of the sale of your majority ownership interest or upon dissolution of any "affiliate", the "affiliate" and all included persons under **SECTION II — WHO IS AN INSURED** shall cease to be "affiliates" and insureds.

2. "Agreed settlement" means a settlement and release of liability signed by the insured and the claimant or the claimant's legal representative and approved by us.

3. "Abuse or molestation" means each, every and all actual, threatened or alleged acts of physical or mental abuse, sexual abuse, sexual molestation or sexual misconduct performed by one person or by two or more persons acting together.

Each, every and all actual, threatened or alleged acts of "abuse" or "molestation" or mental abuse, sexual abuse, sexual molestation or sexual misconduct committed, participated in, directed, instigated or knowingly permitted by one person or by two or more persons acting together shall be considered to be one "abuse" or "molestation" regardless of:

a. The number of injured parties;

b. The period of time or policy periods over which the acts took place; and

c. The number of such actual, threatened, or alleged acts.

"Abuse" or "molestation" comprising more than one act of physical or mental abuse, sexual abuse, sexual molestation or sexual misconduct shall be deemed to take place at the time of the first such incident, act or encounter

4. "Coverage territory" means the United States of America (including its territories and possessions), Puerto Rico and Canada.

5. "Damages" means a monetary:

a. Judgment;

b. Award; or

c. "Agreed settlement" means a settlement and release of liability signed by the insured and the claimant or the claimant's legal representative and approved by us. But it does not include fines, sanctions, penalties, punitive or exemplary damages or the multiple portion of any damage award.

6. "Defense Costs" means reasonable attorney's fees and related litigation costs to defend any "suit" seeking "damages" to which this coverage part applies. "Defense Costs" also includes the following:

a. All expenses we incur.

b. Up to $250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which this coverage part applies. We do not have to furnish these bonds.

c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the "suit", including actual loss of earnings up to $300 a day because of time off from work.

e. All costs taxed against the insured in the "suit".

f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

7. "Employee" includes a "leased worker" or a "temporary worker".

8. "Injury" means physical injury to a person, sickness, disease or emotional distress, mental anguish, or death resulting there from.

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9. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your organization.

10. "Suit" means a civil proceeding in which "damages" are sought for "abuse" or "molestation" to which this insurance applies. "Suit" also includes:

a. An arbitration proceeding in which such "damages" are claimed and to which the insured must submit or does submit with our consent; or

b. Any other alternative dispute resolution proceeding in which such "damages" are claimed and to which the insured submits with our consent.

11. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

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ElitePac®
Commercial Automobile Extension

COMMERCIAL AUTO
CA 78 09 04 23

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Business Auto Coverage Form apply unless modified by the endorsement.

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AMENDMENT TO SECTION I — COVERED AUTOS COVERAGES AND SECTION II — COVERED AUTOS LIABILITY COVERAGE

If this policy provides Auto Liability coverage for Owned Autos, the following extension is applicable:

EMPLOYEE OWNED AUTOS - BUSINESS USE

Solely for purposes of the coverage extended by this endorsement:

A. The following is added to **SECTION I, A. Description of Covered Auto Designation Symbols**:

Coverage symbols 1, 2, 3, 4, 5, 6 and 7 are amended to include the following:

Any "auto" owned by an "employee" specifically described on the Declarations page or on file with us when issued on a non-specified "auto" basis is considered an "auto" you own and not a covered "auto" you hire, borrow or lease; and

B. The following is added to **SECTION II, A.1. Who Is An Insured**:

An "employee" who is the owner of a specifically described "auto" on the Declarations page or on file with us when issued on a non-specified "auto" basis is an "insured".

If the "employee" owned "auto" is used:

1. Without your permission;
2. Outside the scope of any policies and procedures your business has for acceptable vehicle usage;
3. For any purpose other than the conduct of your business; or
4. By anyone other than the "employee" who owns the "auto", except another "employee",

the limits of liability available to the "employee" or anyone other than a named "insured" under all coverages shall be limited to the higher of:

1. $250,000; or
2. The compulsory or financial responsibility law limits where the "auto" is licensed and principally garaged.

AMENDMENTS TO SECTION II — LIABILITY COVERAGE

A. If this policy provides Auto Liability coverage for Owned Autos, the following extensions are applicable accordingly:

NEWLY ACQUIRED OR FORMED ORGANIZATIONS

The following is added to **SECTION II, A.1. — Who Is An Insured:**

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no similar insurance available to that organization. However:

1. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
2. Coverage does not apply to "bodily injury" or "property damage" resulting from an "accident" that occurred before you acquired or formed the organization.

No person or organization is an "insured" with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

EXPENSES FOR BAIL BONDS AND LOSS OF EARNINGS

Paragraphs **(2)** and **(4)** of **SECTION II, A.2.a. — Supplementary Payments** are deleted in their entirety and replaced with the following:

(2) Up to the Limit of Insurance shown on the ElitePac Schedule for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" covered under this policy. We do not have to furnish these bonds.

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(4) All reasonable expenses incurred by the "insured" at our request. This includes actual loss of earnings because of time off from work, which we will pay up to the Limit of Insurance shown on the ElitePac Schedule.

EMPLOYEE INDEMNIFICATION AND EMPLOYER'S LIABILITY AMENDMENT

The following is added to **SECTION II, B.4. — Exclusions:**

This exclusion does not apply to a "volunteer worker" who is not entitled to workers compensation, disability or unemployment compensation benefits.

FELLOW EMPLOYEE COVERAGE

The **Fellow Employee** Exclusion, **SECTION II, B.5. —** is deleted in its entirety.

CARE, CUSTODY OR CONTROL AMENDMENT

The following is added to **SECTION II, B.6. — Exclusions:**

This exclusion does not apply to property owned by anyone other than an "insured", subject to the following:

1. The most we will pay under this exception for any one "accident" is the Limit of Insurance stated in the ElitePac Schedule; and

2. A per "accident" deductible as stated in the ElitePac Schedule applies to this exception.

B. If this policy provides Auto Liability coverage for Owned Autos, Non-Owned Autos or Hired Autos, the following extensions are applicable accordingly:

LIMITED LIABILITY COMPANIES

The following is added to **SECTION II, A.1. — Who Is An Insured:**

If you are a limited liability company, your members and managers are "insureds" while using a covered "auto" you don't own, hire or borrow during the course of their duties for you.

BLANKET ADDITIONAL INSUREDS — As Required By Contract

The following is added to **SECTION II, A.1. — Who Is An Insured:**

Any person or organization whom you have agreed in a written contract, written agreement or written permit that such person or organization be added as an additional "insured" on the Business Auto Coverage Part on your policy is an additional "insured", but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by your ownership, maintenance or use of a covered "auto". This coverage shall be primary and non-contributory with respect to the additional "insured". This provision only applies if:

1. It is required in the written contract, written agreement or written permit identified in this section;

2. It is permitted by law; and

3. The written contract or written agreement has been executed (executed means signed by a named insured) or written permit issued prior to the "bodily injury" or "property damage".

C. If this policy provides Auto Liability coverage for Non-Owned Autos, the following extension is applicable accordingly:

EMPLOYEES AS INSUREDS

If this policy provides Auto Liability coverage for Non-Owned Autos, the following is added to **SECTION II, A.1. — Who Is An Insured:**

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name with your permission, while performing duties related to the conduct of your business.

AMENDMENTS TO SECTION III — PHYSICAL DAMAGE COVERAGE

For those covered "autos" for which Comprehensive, Specified Causes of Loss or Collision coverage shown in the Declaration, the following extensions of coverage are applicable:

TOWING AND LABOR

SECTION III, A.2. — Towing is deleted in its entirety and replaced with the following:

We will pay all reasonable towing and labor costs up to the applicable Limit of Insurance shown on the ElitePac Schedule per tow each time a covered "Private Passenger Auto", "Social Service Van or Bus", "Light Truck" or any commercial "auto" with a gross vehicle weight or gross combination weight greater than 10,000 pounds is disabled.

For labor charges to be eligible for reimbursement the labor must be performed at the place of disablement.

This coverage extension does not apply to Emergency Services Organizations and Governmental Entities.

GLASS BREAKAGE DEDUCTIBLE

The following is added to **SECTION III, A.3. — Glass Breakage — Hitting A Bird Or Animal — Falling Objects or Missiles:**

If damaged glass is repaired rather than replaced, no deductible will apply for such repair. This extension does not apply to Emergency Services Organizations and Governmental Entities.

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ADDITIONAL TRANSPORTATION EXPENSES SECTION III, A.4.a. — Transportation Expenses is deleted in its entirety and replaced with the following:

We will pay up to the Limit of Insurance shown on the ElitePac Schedule for temporary transportation expenses that you incur because of any "loss" to a covered "auto", but only if the covered "auto" carries the coverages and meets the requirements described in Paragraphs **1.** or **2.** below:

1. We will pay temporary transportation expenses for total theft of a covered "auto". We will only pay for such expenses incurred during the period beginning 24 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

2. For "loss" other than total theft of a covered "auto" under Comprehensive or Specified Causes of Loss Coverage, or for any "loss" under Collision Coverage to a covered "auto", we will only pay for those temporary transportation expenses incurred during a period of time reasonably required to repair or replace the covered "auto", even if that time period extends beyond the policy expiration date.

Paragraph **2.** of this extension does not apply while there are spare or reserve "autos" available to you for your operations.

The 24 hour waiting period found on any other form endorsed onto the Auto Coverage part does not apply for any covered Rental Reimbursement "loss".

This coverage extension does not apply to Emergency Services Organizations and Governmental Entities.

HIRED AUTO PHYSICAL DAMAGE COVERAGE

If Comprehensive, Specified Causes of Loss or Collision coverage applies to a covered "auto", the following is added to **SECTION III, A.4. — Coverage Extensions:**

Physical Damage coverage is hereby extended to apply to Physical Damage "loss" to "autos" leased, hired, rented or borrowed without a driver. We will provide coverage equal to the broadest coverage available to any covered "auto" shown on the Declarations; however, the most we will pay for "loss" to each "auto" under this coverage extension is the lesser of:

1. The Limit of Insurance stated in the ElitePac Schedule; or

2. The actual cash value of the damaged or stolen property as of the time of the "loss"; or

3. The actual cost of repairing or replacing the damaged or stolen property with other property of like kind and quality. A part is of like kind and quality when it is of equal or better condition than the pre-accident part. We will use the original equipment from the manufacturer when:

(a) The operational safety of the vehicle might otherwise be impaired;

(b) Reasonable and diligent efforts to locate the appropriate rebuilt, aftermarket or used part have been unsuccessful; or

(c) A new original equipment part of like kind and quality is available and will result in the lowest overall repair cost.

For each leased, hired, rented or borrowed covered "auto" our obligation to pay each applicable "loss" will be reduced by the hired "auto" deductible on this policy. If there is no hired "auto" coverage symbol 8 for physical damage coverage on the policy, our obligation to pay for each "loss" will be reduced by the deductible equal to the highest deductible applicable to any owned "auto" for that coverage. No deductible will be applied to any "loss" caused by fire or lightning.

SECTION IV, B.5. Other Insurance Condition, Paragraph **5.b.** is deleted in its entirety and replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos'" you own:

1. Any covered "auto" you lease, hire, rent, or borrow; and

2. Any covered "auto" hired or rented by your "employee" under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

This coverage extension does not apply to Emergency Services Organizations and Governmental Entities.

HIRED AUTO LOSS OF USE COVERAGE

If Comprehensive, Specified Causes of Loss or Collision coverage applies to a covered "auto", the following is added to **SECTION III, A.4. — Coverage Extensions:**

We will pay expenses for which you are legally responsible to pay for loss of use of a leased, hired, rented or borrowed "auto" if it results from an "accident". The per day limit in the Business Auto Coverage form does not apply and the most we will pay per "accident" is the Limit of Insurance shown on the ElitePac Schedule.

Loss of Use Expense limits afforded by any endorsement added to the commercial auto policy shall apply in excess of the coverage afforded by this ElitePac form.

This coverage extension does not apply to Emergency Services Organizations, Governmental Entities, and Schools.

AUTO LOAN/LEASE GAP COVERAGE (Not Applicable in New York)

If Comprehensive, Specified Causes of Loss or Collision coverage applies to a covered "auto", the following is added to **SECTION III, A.4. — Coverage Extensions:**

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In the event of a total "loss" to a covered "auto" we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

1. The amount paid under the Physical Damage Coverage Section of the policy; and
2. Any:
   a. Overdue lease/loan payments at the time of "loss";
   b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear, high mileage or similar charges;
   c. Security deposits not refunded by the lessor or financial institution;
   d. Costs for extended warranties, credit life, health, accident, or disability insurance purchased with the loan or lease; and
   e. Carry-over balances from previous leases or loans.

You are responsible for the deductible applicable to the "loss" for the covered "auto".

PERSONAL EFFECTS

The following is added to **SECTION III, A.4. — Coverage Extensions:**

If this policy provides Comprehensive Coverage for a covered "auto" you own and that covered "auto" is stolen, we will pay up to the Limit of Insurance shown on the ElitePac Schedule, without application of a deductible, for lost personal effects that were in the covered "auto" at the time of theft. Personal effects do not include jewelry, tools, money, or securities. This coverage is excess over any other collectible insurance.

AIRBAG COVERAGE

The following is added to **SECTION III, B.3.a. — Exclusions:**

Mechanical breakdown does not include the accidental discharge of an airbag.

This coverage extension does not apply to Emergency Services Organizations and Governmental Entities.

EXPANDED AUDIO, VISUAL, AND DATA ELECTRONIC EQUIPMENT COVERAGE

SECTION III, B.4. — Exclusions

This exclusion does not apply to the following:

1. Global positioning systems;
2. "Telematic devices"; or
3. Electronic equipment that reproduces, receives or transmits visual or data signals and accessories used with such equipment, provided such equipment is:
   a. Permanently installed in or upon the covered "auto" at the time of the "loss";
   b. Removable from a housing unit that is permanently installed in the covered "auto" at the time of the "loss";
   c. Designed to be solely operated by use of power from the "auto's" electrical system; or
   d. Designed to be used solely in or upon the covered "auto".

For each covered "loss" to such equipment, a deductible of $50 shall apply, unless the deductible otherwise applicable to such equipment is less than $50, at which point the lower deductible, if any, will apply.

COMPREHENSIVE DEDUCTIBLE — LOCATION TRACKING DEVICE

The following is added to **SECTION III, D. - Deductible:**

Any Comprehensive Coverage Deductible shown in the Declarations will be reduced by 50% for any "loss" caused by theft if the covered "auto" is equipped with a location tracking device and that device was the sole method used to recover the "auto".

PHYSICAL DAMAGE LIMIT OF INSURANCE

SECTION III, C. — Limit Of Insurance is deleted in its entirety and replaced with the following:

The most we will pay for a "loss" in any one "accident" is the lesser of:

1. The actual cash value of the damaged or stolen property as of the time of the "loss"; or
2. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

This coverage extension does not apply to Emergency Services Organizations and Governmental Entities.

GREEN AUTOMOBILE REPLACEMENT COVERAGE

In the event of a total "loss" to an owned "auto" that is a "gasoline powered auto" for which Comprehensive, Specified Causes of Loss, or Collision coverage applies, Physical Damage coverage will be amended as follows:

If the owned "gasoline powered auto" is replaced by you with a "green auto", we will pay an additional 10% of the "gasoline powered auto's" actual cash value up to a maximum of $3,000, provided the "auto" is replaced and a copy of a bill of sale or new lease agreement is received by us within 60 calendar days of the date of the "loss".

Regardless of the number of "autos" deemed a total loss, the most we will pay under this coverage extension for any one "loss" is $10,000.

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AMENDMENTS TO SECTION IV — BUSINESS AUTO CONDITIONS

DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

The following is added to **SECTION IV, A.2.a. — Duties In The Event Of Accident, Claim, Suit Or Loss:**

The notice requirements for reporting "accident" claim, "suit" or "loss" information to us, including provisions related to the subsequent investigation of such "accident", claim, "suit" or "loss" do not apply until the "accident", claim, "suit" or "loss" is known to:

1. You, if you are an individual;
2. A partner, if you are a partnership;
3. An executive officer or insurance manager, if you are a corporation;
4. Your members, managers or insurance manager, if you are a limited liability company;
5. Your elected or appointed officials, trustees, board members or your insurance manager, if you are an organization other than a partnership, joint venture or limited liability company.

However, this section does not amend the provisions relating to notification of police or protection or examination of the property that was subject to the "loss".

WAIVER OF SUBROGATION

SECTION IV, A.5. — Transfer Of Rights Of Recovery Against Others To Us is deleted in its entirety and replaced with the following:

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury" or "property damage" resulting from the ownership, maintenance or use of a covered "auto" but only when you have assumed liability for such "bodily injury" or "property damage" in an "insured con-tract". In all other circumstances, if a person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us.

MULTIPLE DEDUCTIBLES

The following is added to **SECTION IV, A. — Loss Conditions:**

If a "loss" from one event involves two or more covered "autos" and coverage under Comprehensive or Specified Causes of Loss applies, only the highest applicable deductible will be applied.

CONCEALMENT, MISREPRESENTATION OR FRAUD

The following is added to **SECTION IV, B.2. — Concealment, Misrepresentation Or Fraud:**

If you should unintentionally fail to disclose any existing hazards in your representations to us prior to the inception date of the policy or during the policy period in connection with any newly discovered hazards, we will not deny coverage under this Coverage Form based upon such failure.

POLICY PERIOD, COVERAGE TERRITORY

SECTION IV, B.7. — Policy Period, Coverage Territory is deleted in its entirety and replaced with the following:

Under this Coverage Form, we cover "accidents" and "losses" occurring:

a. During the policy period shown in the Declarations; and

b. Within the "Coverage Territory".

We also cover "loss" to or "accidents" involving a covered "auto" while being transported between any of these places.

TWO OR MORE COVERAGE FORMS OR POLICIES ISSUED BY US — DEDUCTIBLES

The following is added to **SECTION IV, B.8. — Two Or More Coverage Forms Or Policies Issued By Us:**

If a "loss" covered under this Coverage Form also involves a "loss" to other property resulting from the same "accident" that is covered under this policy or another policy issued by us or any member company of ours, only the highest applicable deductible will be applied.

AMENDMENTS TO SECTION V — DEFINITIONS

BODILY INJURY INCLUDING MENTAL ANGUISH (Not Applicable in New York)

The definition of bodily injury is deleted in its entirety and replaced by the following:

"Bodily injury" means bodily injury, sickness, or disease sustained by a person, including death resulting from any of these. "Bodily injury" includes mental anguish resulting from bodily injury, sickness or disease sustained by a person.

ADDITIONS TO SECTION V — DEFINITIONS

COVERAGE TERRITORY

"Coverage Territory" means:

1. The United States of America (including its territories and possessions), Canada and Puerto Rico; and
2. Anywhere in the world, except for any country or jurisdiction that is subject to trade or other economic sanction or embargo by the United States of America, if a covered "auto" is leased, hired, rented, or borrowed without a driver for a period of 30 days or less, and the insured's responsibility to pay "damages" is determined in a "suit" on the merits in and under the substantive law of the United States of America (including its territories and possessions), Puerto Rico, or Canada, or in a settlement we agree to.

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If we are prevented by law, or otherwise, from defending the "insured" in a "suit" brought in a location described in Paragraph **2.** above, the insured will conduct a defense of that "suit". We will reimburse the "insured" for the reasonable and necessary expenses incurred for the defense of any such "suit" seeking damages to which this insurance applies, and that we would have paid had we been able to exercise our right and duty to defend.

GASOLINE POWERED AUTO

An "auto" that is designed to be solely powered by petroleum-based fuel.

GREEN AUTO

An "auto" that is designed to be powered by both petroleum-based fuel and electric power; or solely by electricity or any other renewable energy source.

LIGHT TRUCK

"Light Truck" means a truck with a gross vehicle weight rating of 10,000 pounds or less.

PRIVATE PASSENGER AUTO

"Private Passenger Auto" means a four-wheel "auto" of the private passenger or station wagon type. A pickup, panel truck or van not used for business is included within the definition of a "private passenger auto".

SOCIAL SERVICE VAN OR BUS

"Social Service Van or Bus" means a van or bus used by a government entity, civic, charitable or social service organization to provide transportation to clients incidental to the social services sponsored by the organization, including special trips and outings.

TELEMATIC DEVICE

"Telematic Device" includes devices designed for the collection and dissemination of data for the purpose of monitoring vehicle and/or driver performance. This includes Global Positioning System technology, wireless safety communications and automatic driving assistance systems, all integrated with computers and mobile communications technology in automotive navigation systems.

VOLUNTEER WORKER

"Volunteer worker" means a person who performs business duties for you, for no financial or other compensation.

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ElitePac®
General Liability Extension Endorsement

COMMERCIAL GENERAL LIABILITY
CG 73 00 06 22

SUMMARY OF COVERAGES (including index)

This is a summary of the various additional coverages and coverage modifications provided by this endorsement. No coverage is provided by this summary. Refer to the actual endorsement (Pages **3**-through-**9**) for changes affecting your insurance protection.

DESCRIPTION	PAGE FOUND
Additional Insureds — Primary and Non-Contributory Provision	Page 8
Blanket Additional Insureds — As Required By Contract	Page 5
• Owners, Lessees or Contractors (includes Architects, Engineers or Surveyors) • Lessors of Leased Equipment • Managers or Lessors of Premises • Mortgagees, Assignees and Receivers • Any Other person or organization other than a joint venture • Grantors of Permits	
Broad Form Vendors Coverage	Page 7
Damage To Premises Rented To You (Including Fire, Lightning or Explosion)	Page 3
Electronic Data Liability ($100,000)	Page 4
Employee Definition Amended	Page 9
Employees As Insureds Modified	Page 5
Employer's Liability Exclusion Amended (Not applicable in New York)	Page 3
Incidental Malpractice Exclusion modified	Page 8
Knowledge of Occurrence, Claim, Suit or Loss	Page 8
Liberalization Clause	Page 8
Mental Anguish Amendment (Not applicable to New York)	Page 10
Newly Formed or Acquired Organizations	Page 5
Non-Owned Aircraft	Page 3
Non-Owned Watercraft (under 60 feet)	Page 3
Not-for-profit Members — as additional insureds	Page 5
Personal And Advertising Injury — Discrimination Amendment (Not applicable in New York)	Page 9
Products Amendment (Medical Payments)	Page 4
Supplementary Payments Amended — Bail Bonds ($5,000) and Loss of Earnings ($1,000)	Page 4
Two or More Coverage Parts or Policies Issued By Us	Page 9
Unintentional Failure to Disclose Hazards	Page 8
Waiver of Transfer of Rights of Recovery (subrogation)	Page 8
When Two or More Coverage Parts of this Policy Apply to a Loss	Page 3

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ElitePac®
General Liability Extension Endorsement

COMMERCIAL GENERAL LIABILITY
CG 73 00 06 22

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies the insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The **SECTIONS** of the Commercial General Liability Coverage Form identified in this endorsement will be amended as shown below. However, **if (a) two or more Coverage Parts of this policy, or (b) two or more forms or endorsements within the same Coverage Part apply to a loss,** coverage provision(s) with the broadest language will apply, unless specifically stated otherwise within the particular amendment covering that loss.

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

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COVERAGES — Amendments

SECTION I — COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY

EXCLUSIONS

Employer's Liability Amendment

(This provision is not applicable in the State of New York).

The following is added to Exclusion **e. Employer's Liability** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions:**

This exclusion also does not apply to any "temporary worker".

Non-Owned Aircraft, Auto or Watercraft

A. Paragraph **(2)** of Exclusion **g. Aircraft, Auto Or Watercraft** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions** is deleted in its entirety and replaced with the following:

(2) A watercraft you do not own that is:

(a) Less than 26 feet long and not being used to carry persons or property for a charge; or

(b) At least 26 feet, but less than 60 feet long, and not being used to carry persons or property for a charge. Any person is an insured who uses or is responsible for the use of such watercraft with your expressed or implied consent. However, if the insured has any other valid and collectible insurance for "bodily injury" or "property damage" that would be covered under this provision, or on any other basis, this coverage is then excess, and subject to Condition **4. Other Insurance, b. Excess Insurance** under **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS.**

B. The following is added to Exclusion **g. Aircraft, Auto Or Watercraft** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions:**

This exclusion does not apply to:

(6) Any aircraft, not owned or operated by any insured, which is hired, chartered or loaned with a paid crew. However, if the insured has any other valid and collectible insurance for "bodily injury" or "property damage" that would be covered under this provision, or on any other basis, this coverage is then excess, and subject to Condition **4. Other Insurance, b. Excess Insurance** under **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS.**

Damage To Premises Rented to You

A. The last paragraph of Paragraph **2. Exclusions** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE** is deleted in its entirety and replaced with the following:

Exclusions **c. through n.** do not apply to damage by fire, lightning or explosion to premises rented to you or temporarily occupied by you with the permission of the owner. A separate limit of insurance applies to this coverage as described in **SECTION III - LIMITS OF INSURANCE.**

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B. Paragraph **6.** under **SECTION III — LIMITS OF INSURANCE** is deleted in its entirety and replaced with the following:

6. Subject to Paragraph **5.** above, the most we will pay under **COVERAGE A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage caused by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner, for all such damage caused by fire, lightning or explosion proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of the three, is the amount shown in the Declarations for the Damage To Premises Rented To You Limit.

C. Paragraph **a.** of Definition **9.** "Insured contract" under **SECTION V — DEFINITIONS** is deleted in its entirety and replaced with the following:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with the permission of the owner is not an "insured contract";

Electronic Data Liability

A. Exclusion **p. Access or Disclosure Of Confidential Or Personal Information And Data-related Liability** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions** is deleted in its entirety and replaced by the following:

p. Access or Disclosure Of Confidential Or Personal Information And Data-related Liability

Damages arising out of:

(1) Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information or any other type of nonpublic information; or

(2) The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data" that does not result from physical injury to tangible property.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraph **(1)** or **(2)** above.

B. The following paragraph is added to **SECTION III — LIMITS OF INSURANCE:**

Subject to **5.** above, the most we will pay under **COVERAGE A** for "property damage" because of all loss of "electronic data" arising out of any one "occurrence" is a sub-limit of $100,000.

SECTION I — COVERAGE C MEDICAL PAYMENTS

EXCLUSIONS

Any Insured Amendment

Exclusion **a. Any Insured** under **COVERAGE C MEDICAL PAYMENTS, 2. Exclusions** is deleted in its entirety and replaced with the following:

a. Any Insured

To any insured.

This exclusion does not apply to:

(1) "Not-for-profit members";

(2) "Golfing facility" members who are not paid a fee, salary, or other compensation; or

(3) "Volunteer workers".

This exclusion exception does not apply if **COVERAGE C MEDICAL PAYMENTS** is excluded by another endorsement to this Coverage Part.

Product Amendment

Exclusion **f. Products-Completed Operations Hazard** under **COVERAGE C MEDICAL PAYMENTS, 2. Exclusions** is deleted in its entirety and replaced with the following:

f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

This exclusion does not apply to "your products" sold for use or consumption on your premises, while such products are still on your premises.

This exclusion exception, does not apply if **COVERAGE C MEDICAL PAYMENTS** is excluded by another endorsement to this Coverage Part.

SECTION I — SUPPLEMENTARY PAYMENTS — COVERAGES A AND B

Expenses For Bail Bonds And Loss Of Earnings

A. Subparagraph **1.b.** under **SUPPLEMENTARY PAYMENTS — COVERAGES A AND B** is deleted in its entirety and replaced with the following:

b. Up to $5,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

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B. Subparagraph **1.d.** under **SUPPLEMENTARY PAYMENTS — COVERAGES A AND B** is deleted in its entirety and replaced with the following:

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $1,000 a day because of time off from work.

SECTION II — WHO IS AN INSURED — Amendments

Not-for-Profit Organization Members

The following paragraph is added to **SECTION II — WHO IS AN INSURED:**

If you are an organization other than a partnership, joint venture, or a limited liability company, and you are a not-for-profit organization, the following are included as additional insureds:

1. Your officials;

2. Your trustees;

3. Your members;

4. Your board members;

5. Your commission members;

6. Your agency members;

7. Your insurance managers;

8. Your elective or appointed officers; and

9. Your "not-for-profit members".

However only with respect to their liability for your activities or activities they perform on your behalf.

Employees As Insureds Modified

A. Subparagraph **2.a.(1)(a)** under **SECTION II — WHO IS AN INSURED** does not apply to "bodily injury" to a "temporary worker" caused by a co-"employee" who is not a "temporary worker".

B. Subparagraph **2.a.(2)** under **SECTION II — WHO IS AN INSURED** does not apply to "property damage" to the property of a "temporary worker" or "volunteer worker" caused by a co-"employee" who is not a "temporary worker" or "volunteer worker".

C. Subparagraph **2.a.(1)(d)** under **SECTION II — WHO IS AN INSURED** does not apply to "bodily injury" caused by cardio-pulmonary resuscitation or first aid services administered by a co-"employee".

With respect to this provision only, Subparagraph **(1)** of Exclusion **2. e. Employer's Liability** under **SECTION I — COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** does not apply.

Newly Formed Or Acquired Organizations

A. Subparagraph **3.a.** under **SECTION II — WHO IS AN INSURED** is deleted in its entirety and replaced with the following:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier. However, **COVERAGE A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization.

B. The following paragraph is added to **SECTION II — WHO IS AN INSURED,** Paragraph **3:**

If you are engaged in the business of construction of dwellings three stories or less in height, or other buildings three stories or less in height and less than 25,000 square feet in area, you will also be an insured with respect to "your work" only, for the period of time described above, for your liability arising out of the conduct of any partnership or joint venture of which you are or were a member, even if that partnership or joint venture is not shown as a Named Insured. However, this provision only applies if you maintain or maintained an interest of at least fifty percent in that partnership or joint venture for the period of that partnership or joint venture.

This provision does not apply to any partnership or joint venture that has been dissolved or otherwise ceased to function for more than thirty-six months.

With respect to the insurance provided by this provision, **Newly Formed or Acquired Organizations,** the following is added to **SECTION IV — COMMERCIAL GENERAL LIABILITY**, Paragraph **4. Other Insurance,** Subparagraph **b. Excess Insurance:**

The insurance provided by this provision, **Newly Formed or Acquired Organizations,** is excess over any other insurance available to the insured, whether primary, excess, contingent or on any other basis.

(All other provisions of this section remain unchanged)

Blanket Additional Insureds — As Required By Contract

A. Subject to the **Primary and Non-Contributory** provision set forth in this endorsement, **SECTION II — WHO IS AN INSURED** is amended to include as an additional insured:

1. Owners, Lessees or Contractors/Architects, Engineers and Surveyors

a. Any person or organization for whom you are performing operations when you and such person or organization have agreed in a written contract, written agreement or written permit that such person or organization be added as an additional insured on your commercial general liability policy; and

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b. Any other person or organization, including any architects, engineers or surveyors not engaged by you, whom you are required to add as an additional insured under your policy in the contract or agreement in Paragraph **a.** above:

Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

(1) Your acts or omissions; or

(2) The acts of omissions of those acting on your behalf;

in the performance of your ongoing operations performed for the additional insured in Paragraph **a.**, above.

However, this insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services by or for you, including:

(1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and

(2) Supervisory, inspection, architectural or engineering activities.

Professional services do not include services within construction means, methods, techniques, sequences and procedures employed by you in connection with your operations in your capacity as a construction contractor.

A person or organization's status as an additional insured under this endorsement ends when your operations for the person or organization described in Paragraph **a.** above are completed.

2. Other Additional Insureds

Any of the following persons or organizations with whom you have agreed in a written contract, written agreement or written permit that such persons or organizations be added as an additional insured on your commercial general liability policy:

a. Lessors of Leased Equipment

Any person or organization from whom you lease equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

b. Managers or Lessors of Premises

Any person or organization from whom you lease premises, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by you or those acting on your behalf in connection with the ownership, maintenance or use of that part of the premises leased to you.

This insurance does not apply to any "occurrence" which takes place after you cease to be a tenant of that premises.

c. Mortgagees, Assignees or Receivers

Any person or organization with respect to their liability as mortgagee, assignee or receiver and arising out of the ownership, maintenance or use of your premises.

This insurance does not apply to any "occurrence" which takes place after the mortgage is satisfied, or the assignment or receivership ends.

d. Any Person or Organization Other Than A Joint Venture

Any person or organization (other than a joint venture of which you are a member), but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts of omissions of those acting on your behalf in the performance of your ongoing operations or in connection with property owned by you.

e. State or Governmental Agency or Political Subdivision — Permits or Authorizations

Any state or governmental agency or subdivision or political subdivision, but only with respect to:

(1) Operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization; or

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(2) The following hazards for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:

(a) The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures;

(b) The construction, erection or removal of elevators; or

(c) The ownership, maintenance or use of any elevators covered by this insurance.

This insurance does not apply to:

i. "Bodily injury" or "property damage" arising out of operations performed for the federal government, state or municipality; or

ii. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

With respect to Paragraphs **2.b.** through **2.d.,** this insurance does not apply to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

B. The insurance coverge afforded to the additional insureds in this coverage extension:

1. Does not apply unless the written contract or written agreement has been signed by the Named Insured or written permit issued prior to the "bodily injury" or "property damage" or "personal and advertising injury";

2. Only applies to the extent permitted by law; and

3. Will not be broader than that which you are required by the written contract, written agreement, or written permit to provide to such additional insured.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III — Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the written contract, written agreement or written permit you have entered into with the additional insured; or

2. Available under the applicable limits of insurance;

whichever is less.

The insurance provided by this extension shall not increase the applicable limits of insurance.

Broad Form Vendors Coverage

Subject to the **Primary and Non-Contributory** provision set forth in this endorsement, **SECTION II — WHO IS AN INSURED** is amended to include as an additional insured any person or organization (referred to below as vendor) for whom you have agreed in a written contract or written agreement to provide coverage as an additional insured under your policy. Such person or organization is an additional insured only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business. However, the insurance afforded the vendor does not apply to:

a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement; however this exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

b. Any express warranty unauthorized by you;

c. Any physical or chemical change in the product made intentionally by the vendor;

d. Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business in connection with the sale of the product; or

f. Products which, after distribution or sale by you, have been labeled or re-labeled or used as a container, part of ingredient of any other thing or substance by or for the vendor; however this insurance does not apply to any insured person or organization, from who you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

The provisions of this coverage extension do not apply unless the written contract or written agreement has been signed by the Named Insured prior to the "bodily injury" or "property damage".

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Incidental Malpractice

Subparagraph **2.a.(1)(d)** under **SECTION II — WHO IS AN INSURED** is deleted in its entirety and replaced with the following:

(d) Arising out of his or her providing or failing to provide professional health care services.

This does not apply to nurses, emergency medical technicians or paramedics if you are not in the business or occupation of providing any such professional services.

This also does not apply to "bodily injury" caused by cardio-pulmonary resuscitation or first aid services administered by a co-"employee".

This provision does not apply if you are a Social Service or Senior Living risk.

SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS — Amendments

Knowledge Of Occurrence, Claim, Suit Or Loss

The following is added to Paragraph **2. Duties in the Event of Occurrence, Offense, Claim or Suit** under **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS:**

The requirements under this paragraph do not apply until after the "occurrence" or offense is known to:

1. You, if you are an individual;

2. A partner, if you are a partnership;

3. An "executive officer" or insurance manager, if you are a corporation;

4. Your members, managers or insurance manager, if you are a limited liability company; or

5. Your elected or appointed officials, officers, members, trustees, board members, commission members, agency members, or your administrator or your insurance manager if you are an organization other than a partnership, joint venture, or limited liability company.

Primary and Non-Contributory Provision

The following is added to Paragraph **4. Other Insurance, b. Excess Insurance** under **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS:**

This insurance is primary to and we will not seek contribution from any other insurance available to an additional insured under this policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in a written contract, written agreement or written permit that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

Unintentional Failure To Disclose Hazards

The following is added to Paragraph **6. Representations** under **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS:**

However, if you should unintentionally fail to disclose any existing hazards in your representations to us at the inception date of the policy, or during the policy period in connection with any additional hazards, we shall not deny coverage under this Coverage Part based upon such failure to disclose hazards.

Waiver Of Transfer Of Rights Of Recovery

The following is added to Paragraph **8. Transfer of Rights Of Recovery Against Others To Us** under **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS**:

We will waive any right of recovery against a person or organization because of payments we make under this Commercial General Liability Coverage Part. This waiver applies only if the insured has agreed in a written contract or written agreement to:

1. Waive any right of recovery against that person or organization; or

2. Assume the liability of that person or organization pursuant to a written contract or written agreement that qualifies as an "insured contract"; and

3. Include such person or organization as an additional insured on your policy.

Such waiver by us applies only to that person or organization identified above, and only to the extent that the insured has waived its right of recovery against such person or organization prior to loss.

Liberalization

The following condition is added to **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS:**

If we revise this Coverage Part to provide more coverage without additional premium charge, subject to our filed company rules, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

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Two or More Coverage Parts or Policies Issued By Us

(This provision is not Applicable in the state of New York or Wisconsin).

The following condition is added to **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS:**

It is our intention that the various coverage parts or policies issued to you by us, or any company affiliated with us, do not provide any duplication or overlap of coverage. We have exercised diligence to draft our coverage parts and policies to reflect this intention. However, if the facts and circumstances that will respond to any claim or "suit" give rise to actual or claimed duplication or overlap of coverage between the various coverage parts or policies issued to you by us or any company affiliated with us, the limit of insurance under all such coverage parts or policies combined shall not exceed the highest applicable limit under this coverage, or any one of the other coverage forms or policies.

This condition does not apply to any Excess or Umbrella policy issued by us specifically to apply as excess insurance over this coverage part or policy to which this coverage part is attached.

SECTION V — DEFINITIONS

Discrimination

(This provision does not apply in New York).

A. The following is added to Definition **14.** "Personal and advertising injury":

"Personal and advertising injury" also means "discrimination" that results in injury to the feelings or reputation of a natural person, however only if such "discrimination" or humiliation is:

1. Not done by or at the direction of:

a. The insured; or**b.** Anyone considered an insured under **SECTION II — WHO IS AN INSURED;**

2. Not done intentionally to cause harm to another person.

3. Not directly or indirectly related to the employment, prospective employment or termination of employment of any person or persons by any insured.

4. Not arising out of any "advertisement" by the insured.

B. The following definition is added to **SECTION V — DEFINITIONS:**

"Discrimination" means:

a. Any act or conduct that would be considered discrimination under any applicable federal, state, or local statute, ordinance or law;

b. Any act or conduct that results in disparate treatment of, or has disparate impact on, a person, because of that person's race, religion, gender, sexual orientation, age, disability or physical impairment; or

c. Any act or conduct characterized or interpreted as discrimination by a person based on that person's race, religion, gender, sexual orientation, age, disability or physical impairment.

It does not include acts or conduct characterized or interpreted as sexual intimidation or sexual harassment, or intimidation or harassment based on a person's gender.

Electronic Data

The following definition is added to **SECTION V — DEFINITIONS:**

"Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cell, data processing devices or any other media which are used with electronically controlled equipment. For the purpose of the Electronic Data Liability coverage provided by this endorsement, Definition **17.** "Property damage" is deleted in its entirety and replaced by the following:

17. "Property damage" means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or

b. Loss of, loss of use of, damage to, corruption of, inability to access, or inability to properly manipulate "electronic data", resulting from physical injury to tangible property. All such loss of "electronic data" shall be deemed to occur at the time of the "occurrence" that caused it.

For the purpose of the Electronic Data Liability coverage provided by this endorsement, "electronic data" is not tangible property.

Employee Amendment

Definition **5.** "Employee" under **SECTION V — DEFINITIONS** is deleted in its entirety and replaced by the following:

5. "Employee" includes a "leased worker", or a "temporary worker". If you are a School, "Employee" also includes a student teacher.

Golfing Facility

The following definition is added to **SECTION V — DEFINITIONS:**

"Golfing facility" means a golf course, golf club, driving range, or miniature golf course.

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Mental Anguish Amendment

(This provision does not apply in New York).

Definition **3.** "Bodily injury" under **SECTION V — DEFINITIONS** is deleted in its entirety and replaced with the following:

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time. This includes mental anguish resulting from any bodily injury, sickness or disease sustained by a person. (In New York, mental anguish has been determined to be "bodily injury").

Not-for-profit Member

The following definition is added to **SECTION V — DEFINITIONS:**

"Not-for-profit member" means a person who is a member of a not-for-profit organization, including clubs and churches, who receives no financial or other compensation.

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

OWNER:

FULTON COUNTY, GEORGIA

DocuSigned by:
Robert L. Pitts
BA715B1A26544E7...

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST:

DocuSigned by:
Tonya R. Grier
EEC476C4837648D...

Tonya R. Grier
Clerk to the Commission

(Affix County Seal)

DocuSigned by:

CONTRACTOR:

VENDOR NAME **Hands On Atlanta, Inc.**

DocuSigned by: Name of Signatory: Jay Cranman
Jay Cranman Title of Signatory: CEO
1242299395FD43F...

Authorized Signature

ATTEST:

DocuSigned by: Name of 2nd Signatory: **LaToya Cutliff**
LaToya Cutliff Title of 2nd Signatory: **Operations Manager/Notary**
8CD2D93A2DC74D6...

Second Authorized Signature

(Affix Corporate Seal, if applicable)

DocuSigned by:

APPROVED AS TO FORM:

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

Docusign Envelope ID: 6ADD1F66-78BC-4641-9806-3C9995725B80

FULTON COUNTY

CONTRACT DOCUMENTS

FOR

REQUEST FOR PROPOSAL 24RFP013124C-MH

2024 CONSOLIDATED COMMUNITY SERVICES PROGRAM

FOR

DEPARTMENT OF COMMUNITY DEVELOPMENT

OF

FULTON COUNTY, GEORGIA

Docusign Envelope ID: 6ADD1F66-78BC-4641-9806-3C9995725B80

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 **C5 Youth Foundation of Georgia** (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:

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ARTICLE 3. COMPENSATION FOR SERVICES

ARTICLE 4. RECORD KEEPING

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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

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ARTICLE I - PARTIES AND TERM:

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

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

(c) Nothing contained in this Agreement shall be 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...,In school Afterschool Out of School Programs to help bring up academic...,Programs addressing mental health depression stress trauma and anxiety among youth and teens,Programs and services focusing on one or more of the six National Milestones of My Brothers Keeper...

Disabilities: Not Applicable

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Economic Stability: Not Applicable

Health and Wellness: Not Applicable

Homelessness: Not Applicable

Senior Services: Not Applicable

Veterans Services: Not Applicable

C5 Youth Foundation of Georgia, Youth Development and economic opportunity through college and career readiness 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
Peachtree Road Methodist Church	3180 Peachtree Road	Atlanta	GA	30305	3	1,2,3,4,5
C5 Georgia Office	7 Dunwoody Park	Atlanta	GA	30338	1	1,2,3,4,5
Georgia Tech	816 Ferst Dr	Atlanta	GA	30332	3	1,2,3,4,5
Camp Adahi	125 Camp Adahi Road	Menlo	GA	30731	NA	1,2,3,4,5,6

Approach and Design:

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C5 Youth Foundation of Georgia, Youth Development and economic opportunity through college and career readiness will provide services to **40** clients that reside in Fulton County, with CCSP funding.

C5 Youth Foundation of Georgia, will provide the following activities and services in Fulton County with CCSP funding:

Children and Youth Services:

The C5 Georgia program is conducted outside of school hours throughout the year as well as during the summer. The program helps support academics, positive social/behavior, addresses the challenges teens face that include stress, mental health and anxiety. It provides healthy activities to that creates a positive environment to build confidence, independence, self reliance and more. The program teaches the principles of leadership at school, home work and community.

Activities include: 28 days at a residential leadership camp in the North Georgia Mountains. College Tours in the summer and during the school year. Participation in community service projects both in the summer and during the school year. The ACT NOW Summit on Emory University's campus. Career exploration activities both in person and virtually. Career Mentoring programming with UPS and other business leaders.

Academic support - C5's role in preparing youth to be ready to successfully apply for college is to ensure they are able to complete academic requirements in middle school and high school, keep them aware of requirements and timelines that they will need in their post-secondary pursuits and closely monitor their progress. Monitoring includes tracking their grades from the time of selection in 7th grade all the way through 12th grade. Students who fall below a 3.0 and/or who struggle with literacy, math and other subjects are provided with extra attention by C5 staff and volunteers. This additional tutoring is provided and/or resourced with partners in the community.

Further steps in the program that ensure both literacy and academic performance include individual attention and mentoring to take the right steps at the right time for college admission, taking modules that prepare them for the ACT/SAT testing, college applications, college essays and support with scholarship applications and FAFSA applications. C5 creates a college-bound culture and monitors each individual’s progress with high school and college action plans. The outcome is high graduation, post-secondary enrollment in either university, college, technical or skills based education.

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Social/Behavior/Healthy Activities-The leadership development curriculum primarily targets the outcome: develops leadership and navigation skills in the areas of: positive behavior, self-awareness, communication, group effectiveness, inclusion, organization, social justice, decision making and problem solving. This component of our programming starts with the first and second year students at summer camp and continues throughout the entire program. This portion of our program is presented at a 30 day residential immersive setting in the North Georgia Mountains. Research shows that if teens are taken out of the comfort of their environment for 28-35 days, positive change can happen. The teens are unplugged from technology, such as phones, the internet and computers. They are encouraged to write letters home and to be present with their cabin mates and cohort.

The leadership development curriculum presented at the residential camp includes experiential activities that deal with many of the challenges teens face today. Topics such at body image, conflict resolution, building trust and peer pressure to name a few. Some activities include art class where the teens will paint an image of themselves and express their feelings. Other activities include planning a talent with their cohort and then executing the show. This teaches them collaboration, decision making and communication. Another aspect of summer program, that is a part of leadership camp, are hikes or “treks” in the wilderness. This is an important part of years one and two and a major component of year three.

Teens learn basic outdoor skills and become comfortable with being in a natural environment. Teens apply basic leadership skills in the preparation for and completion of the "trek" Skills that are included in year one:

- Identifying an appropriate campsite (problem solving)
- Identifying and preparing appropriate locations for tents, latrine, cooking (organization, group effectiveness)
- Introduction of the Leave No Trace principles (sense of community)
- Preparing food using a camp stove
- Working in teams to prepare meals (group effectiveness)
- Setting up and packing up tents (group effectiveness)
- Setting up a tarp for shelter from sun and rain (group effectiveness and problem solving)
- Using a sleeping bag appropriately
- Importance of proper gear and clothing (decision making)
- Food safety and sanitation and keeping food safe from animals (problem solving)

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- Introduction of roles: Leader of the Day, Navigator, Sweeper, Cook team, and Clean Up team.

Skills that are included in the year two "trek" (wilderness hikes) experience:

- Identifying and understanding the environment of the "Trek" and planning for those environments (problem solving, planning, organizing)
- Planning meals for a variety of environments and cooking arrangements (planning and communication)
- Planning the activities included in the trek (planning and communication)
- Leading appropriate activities while on Trek (planning, leadership, communication, decision making)
- Using appropriate gear for backpacking and minimizing gear needs to a reasonable weight – introduction of packing list for the Bridges trek(organizing and planning)
- Review and apply Leave No Trace principles
- Setting up backpacking tents
- Improvising shelter for the group (problem solving, group effectiveness)
- Awareness of the animals in the area and keeping food and participants safe from animals (problem solving, planning)
- Campsite identification and set up in multiple locations (decision making)
- Food safety and sanitation and cooking in small groups using a backpacking stove (group effectiveness)
- Identifying and double checking that appropriate gear is available for each specific activity (planning and execution of a plan)
- Opportunities to make a choice between levels of challenge in outdoor activities (self awareness)
- Practice serving as: Leader of the Day, Navigator, Sweeper, Cook team, Clean up team or Activity leader and being responsible for safety and decision making in the group (team skills)
- Dealing with hygiene in areas without bathrooms (problem solving)
- Carry backpack over terrain for a minimum of 4 hours.

The third summer of the C5 program is the “Bridge” between learning about and practicing leadership and actually leading in real life situations. Bridges involves decisions that have significant consequences and discussions exploring topics like strength, character, and commitment.

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This program is conducted with the National Outdoor Leadership School in the Tetons of Wyoming. It is here that the teens embrace the challenge and learn how life is full of challenges. They learn how to overcome their fears and anxiety.

Teens create mission statements, complete a structured journal, and take turns as "leader of the day" They receive feedback from their peers and adult leaders

The Social Awareness Program (SAP) builds greater understanding of social issues and how they impact perceptions of our selves, others and the world. The Social Awareness curriculum primarily targets the outcomes:

- Respects human diversity & is capable of living and working in a diverse community
- Forms and maintains positive relationships with other youth and adults

Youth learn about themselves, how to appreciate those who are different from them, and develop skills for dealing with issues related to peers, families, their communities and the world. This is accomplished with our pathway programming as well as our summer experience programs.

The social awareness programming It a series of 60-90 minute sessions with an age-appropriate message that is presented 1-2 times each week during Camp Leadership U and integrated into the third through fifth year curriculums as part of either summer programs or Pathways. Across the five years the modules follow five themes:

- Media and Culture
- Relationships
- Diversity
- Fears and Pressures
- Action Central

The C5 SAP curriculum includes a series of 21 lesson plans. Each experience is typically supported by videos, activities, discussions, and journaling.

A few of the modules taught at camp and throughout the year include:

First Year

1. SAP – Intro (Not stuff on the trees)

2. Diversity: "Stereotyping"

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3. Relationships: “R.E.S.P.E.C.T. Part 1- Respecting Myself”

4. Relationships: “R.E.S.P.E.C.T. Part 2 - Respecting Others”

5G. Media and Culture: “Mean Girls in the Real World”

5B. Media and Culture: “Tough Guys in the Real World”

6. Media and Culture: “The Messages on My iPod”

7. Fears and Pressures: “Bully, Bully: Person to Person”

Second Year

1. Relationships: “No More Drama”

2. Pressures and Fears: “Taking a Stand”

3. Pressures and Fears: “Cyberbullying”

4. Media and Culture: “Thin is Still In! Culture & Femininity”

5. Media and Culture: “Upping the Ante! Culture & Masculinity”

6. Diversity: “Immigration, Race and Prejudice”

Third Year

1. Action Central: “Responsibility and Power”

2. Pressures & Fears: “All We Have to Fear is Fear”

3. Relationship: “Rules of Engagement!”

Fourth Year

1. Pressures & Fears “What to Expect Next”

2. Relationships: “Healthy/Dangerous”

3. Action Central: “Expanding My Impact”

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Fifth Year

1. Relationships: Beats and Rhythms

2. Action Central: Kid Heroes

The community action curriculum primarily targets the outcome: Makes positive contributions to the community. This supports teens participating in healthy activities and connects them to how their actions impact the overall community.

The Community Action curriculum is sequenced to equip youth with the skills needed to become active change agents in their community over the course of the five years. Community Action is important for a number of reasons:

- Teens can learn valuable job skills through their community service, volunteerism and activism
- Teens are empowered by their impact and the recognition that they can make a difference in their community
- Community service and advocacy are excellent laboratories for teens to experiment with and employ the leadership skills they learn through C5.

As youth participate in the C5 Community Action curriculum they are guided through three stages:

1. **Education:** Youth & adults learn about their community and the value of giving back to community.
2. **Community Service:** With adult help, youth engage in community service projects and reflect on what the experience was like for them.
3. **Community Development:** Youth identify a need or issue, take action, engage adults and other youth in the process, and make meaningful change in the community.

The C5 teens are required to participate in 50 hours of commiunity service per program year. This can be done on their own as well as with
opportunities provided by the C5 organization. The community service program is where we collaborate with many other service organizations

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such as: the United Way, The Atlanta Food Bank, Community Gardens, Tree Atlanta and others.

The C5 Program addresses the Health and Human Services priority with our focus on Education. The career and college curriculum primarily targets the outcome:
Graduates from high school and pursues a college education, technical training, military service and meaningful employment. We do this with
providing opportunities for teens to experience college visits that include private, public, HBCU's, state colleges, community colleges and technical
colleges. These visits allow them to get a feel for what might be best for them.

We also do virtual college visits with representatives from various colleges across the country including admissions counselors and professors. These
opportunities help connect the teens to career paths while exploring colleges they may want to intend. This is a very intentional process for them.
Teens are also provided a college boot camp experience. This is where they are given the tools needed to start college applications, scholarship applications.
financial aid applicationa, applications essays and personal statements. As they working on the process, we have consistent check ins with them
and provide support throughout the process.

MBK Milestones - We strive to include 2 -3 of the MBK Milestones in our program with our young men of color.

- **Graduating from High School Ready for College and Career**
- **Successful development of Social Emotional Competencies**
- **Completing Post-Secondary Education or Training** (just added)

The C5 College Readiness and Career Exploration program supports teens with SAT/ACT testing prep, college visits, college application support,
Scholarship and FAFSA applications. Within the college readiness program, we conitnue to make sure students are on track with their grades and
extra curriculiar activites that will support college acceptances.

We look to business professionals Entrepreasuers, Skill based workers and others in various industries to connect with the students to provide
insights in career paths. It is especially important for the young men of color to see themselves in

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these individuals and to ask them how
they succeeded in their careers.

Other important pieces to our program are addressing some of the sensitive issues that young men of color face in our society. Our staff provides
support and counsel. We host sessions with mental health professionals for them as well. These sessions have been conducted at leadership camp,
during the evenings while on their back country hikes and on zoom.

C5 Collaborates with other agencies including: Open Hand, College Greenlight, Middle/High School counselors,
business and community leaders, NACAC (college counseling), American Camp Association, Atlanta Technical College, The Khan Academy (SAT/ACT support),
Latin American Association.

Additional Health and Human services:

C5 is dedicated to econonmic empowerment through education. We continue to provide academic support through various programs.

1. We have an oniste library at our residential camp to encourage summer reading
2. C5 Georgia high school graduation rate is 100%. We ensure this with montly check ins and grade reporting
3. Each year we conduct supportive programming to ensure that students striving toward academic goals and high school graduation

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.).

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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.)	$2,000.00
Operational	$8,000.00
Direct Services	$30,000.00
Total	$40,000.00

Explanation of Funding Details:

Administrative: $2,000

Rationale: Percentage of Executive director's salary to oversee the grant. Percentage of the operations director salary. They oversee the registration for all students.

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Operations: $8,000

Rationale: Supports office lease, office supplies, transportation for staff training, communication services, and marketing needed for program operations.

Direct Services: $30,000

Rationale: supports direct program expenses such as staff, facilities, food, transportation, and supplies.

$44,500 for Direct Program staff for college and career readiness functions and the leadership camp director, outdoor education mananger and the director of programming

$18,000 is for summer camp facilities for all students to have immersive evidence-based experiences away from their comfort zone of home/local community.

$6,000 is for nutritious meals not covered by other funding, including breakfast and meals for the year-round events, summer leadership camp, road to college bus tour and the ACT Now Summit

$15,000 is for transportation for the college tours and related travel, as well as for transportation for campers to their wilderness experiences.

$1,500 is for other program expenses such as medical supplies, art supplies and program materials

Program Performance Measures:

C5 Youth Foundation of Georgia 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 boys/young men of color benefiting from My Brother's Keeper (MBK) Alliance six National Milestones...,Number of school-aged youth engaged in/benefiting from In school/ Afterschool/ Out of School Programs...,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

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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:

1. Number of School aged youth benefiting from after school/out of school programs to help bring up academic and social/behavior levels. Target = 40

2. Number of youth receiving referrals to behavioral health and other services. Target = 30

3. Number of boys and young men benefiting from My Brother's Keeper Programs and services that addresses persistent opportunity gaps (defined by the MBK alliance). Target = 10

4. Number of teens and C5 alumni receiving career exploration and career mentoring support. Target = 40

For both the Fulton County Defined Performance Measures and the Agency Defined Measures below, the specific methods and goals are as follows:

Program components for academic, behavior and career exploration support

1. When creating the C5 program, we consulted extensively with thought leaders in the youth development field. Abundant research clearly indicates what youth need in order to become productive adults. C5 Georgia has incorporated these critical elements into our programming. Our youth-centered program…

- Builds strong relationships between youth and adults — creating confidence that youth are not alone, that people care about them.
- Introduces them to new activities, ideas and concepts — expanding their horizons, helping to create a new vision for their future.
- Engages them in challenging activities — building self-confidence which youth carry with them into challenging real-life situations.
- Engages them in community service — building self-efficacy so they see that they can make a difference.

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- Introduces the concept of college early — allowing them to see this as a realistic goal and showing them how to achieve this goal.
- Introduces them to careers — exposing them to new opportunities through job shadowing and career exploration.

Here are methods used to achieve these goals starting with students who are in their first year of the program:

- Rising **eighth graders** begin the first year of the C5 program with four weeks at summer camp, where they learn more about themselves while participating in outdoor adventure activities designed to teach them essential life and leadership skills. Canoeing, hiking, swimming, archery, and ropes courses keep our teens active outdoors; leadership training, social awareness programs, journaling and projects take them far beyond the typical camp activities. Before they return, each student completes a Leadership Development Plan, outlining his or her goals for the upcoming year.
- During the school year, our teens are involved in three to five community based group learning experiences reflective of the year's theme, volunteer 30 or more hours of community service, and carry out their individual Leadership Development Plan for the year.
- As our leaders-in-training prepare for **ninth grade**, the second year of the C5 program builds on the first emphasizing ongoing relationships with staff and peers and expanded leadership opportunities. Our teens return to summer camp for four weeks, using their newly acquired skills to provide leadership for camp activities and to plan an off-site trek for their class.
- The school year activities include initial planning for next summer's Wilderness Trek, career exploration and learning about volunteerism in their community. Community service requirements increase to 40 hours and teens continue to progress and report on their personal leadership plan.

- During the summer before **tenth grade,** teens are challenged to demonstrate their leadership skills as they finalize planning and preparation for a 7-day back-country leadership adventure. The trip — to a wilderness location in Wyoming in partnership with the National Outdoor Leadership Schools— provides real challenges and real consequences as campers make decisions, solve problems and learn to work together effectively. In this context youth begin to look at the real decisions they will be making about college and career and prepare for the challenges that will present. On returning from their trek, they spend the final days in camp reflecting on the trip and sharing their experiences with younger campers.
- Throughout their sophomore year, they will collaborate with other youth to plan a community service project and lay the foundation for their upcoming college campus tour. Community Action requirements increase to 50 hours.
- Prior to their **junior year** in high school, these young adults move away from the outdoor camp experience and explore choices for post-secondary education and career opportunities. They embark on a 8-day college campus tour that takes them to regional schools and allows them to get a taste of what college life will be like. Along the way, they engage in a volunteer service project in one of the communities they visit.

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- During the year, youth begin work on identifying the community issue they will focus on for their ACT NOW Summit, visit additional colleges and trade schools, and complete 60 hours of volunteer work including leading a project for the first year program participants.
- In the final year of the program and their **senior year** of high school, they are fully involved in the college readiness programming, which includes applying for college, scholarships, SAT/ACT testing. In additions students engage in a week-long community leadership experience designed to help them understand how decisions are made and how needs are met in the communities where they live. Teens have the opportunity to meet the people who are making a difference in their communities and think beyond community service to community advocacy. At the end of the week, they develop a multimedia presentation showcasing their ideas for improving their community.
- During their senior year in high school, teens complete their leadership portfolio, plan and carry out a major community action project, and take part in a series of seminars designed to propel them into their future
- As noted above, each year of the program includes community service, career exploration, leadership learning, outdoor activities, college exploration and understanding their place in the community.

2. We collect report cards twice during the school year (November and March) to see how students are doing. If they have a class or classes they are struggling with (grade is below a B), we work with them or refer them to tutors or other entities like the Khan Academy. We have other students, alumni of the progam and volunteers who are able to help. We can do this virually so it has been convenient to secure help. The goal is for the students to maintain a B average or better. For the seniors high school graduation is a priority. We have a record of 100% of our seniors graduting high school since the inception of the program. It is also a goal that seniors apply for post secondary eduaction programs, whether college or university, community college or technical school. 98 % of our students have accomplished this. We are able to tap into resources provided by colleges and Atlanta Technical college to support our students in this process.

In addition to the academic support, the staff communicates with parents, teachers and guardians if there are behaviorial issues to tackle. We have a volunteer behavior psychologist that we are able to utilize to help students as well. Our program utilizes principles of youth leadership development
to ensure that students behavior remains positive. Here are the cornerstone codes our program that our students pledge to uphold: This is taught from the beginning of the 5 year year program.

- I hold myself to a higher standard.
- I represent myself and my community well.
- I respect each member of my community.
- I build the future I wish to see.

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These are the non negotiables for our program: If a student breaks one of these rules, we work them to understand why. If it happens more than once that is grounds for dismissal and we refer them a program for help.

• Alcohol, illegal drug, tobacco, or weapon use at any C5 Function
• Engagement in criminal activity anywhere, anytime
• Sexual activity at any C5 Function
• Expulsion from school
• Repeated violations of C5 rules and expectations
• Intentional cause of, or attempt to cause, significant physical/emotional injury
• Gang involvement

3. The primary methodology/tool for these measurements is data collection through surveys. This is either a google form, survey monkey and face to face interviews with volunteers. Data is collected by C5 staff at every Pathway, during and at the completion of camp, and after each interaction. Data is also collected via email, social media, text/mobile communication, and parent communication. Data is compiled in a SalesForce database that tracks the student's progress over time and maintains contact and family information. There are surveys done at the completion of the 5 years as well. We ask participants how C5 has impacted them and what we can do better.

Agency Defined Performance Measure(s):

1. Goal: 15 (Class of 2024) Teens will be able to complete college applications in a timely manner will be measured by the number of students who apply to three colleges by March 1 of their senior year.

2. Goal: 30 Teens will experience served based learning and complete 30 hours of community service for the year.

3. Goal: 25 Teens will complete thier high school action plan and participate in career exploring curriculm.

4. Goal: 30 Teens will experience college and career readiness programming.

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.

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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

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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,

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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.

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(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:

C5 Youth Foundation of Georgia
7 Dunwoody Park Suite 103
Atlanta, Georgia 30338

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

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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

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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.

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Contractor acknowledges that **C5 Youth Foundation of Georgia**, 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,

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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:

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(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.

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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.

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STATE OF GEORGIA

COUNTY OF FULTON

FORM F: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services[1] under a contract with **[insert name of prime contractor (Agency)]** CS Georgia Youth Foundation 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.

969012
EEV/Basic Pilot Program* User Identification Number

CS Georgia Youth Foundation
Name of Contractor (Agency)

BY: Authorized Signature of Officer or Agent of Contractor

MADELYN SUWANNATUT NOTARY PUBLIC EXPIRES GEORGIA June 25,2027 FULTON COUNTY

EXECUTIVE Director
Title of Authorized Officer or Agent of Contractor of Contractor

JACKIE GANNIS
Printed Name of Authorized Officer or Agent of Contractor

Sworn to and subscribed before me this 14 day of February, 2024.

Notary Public: Madelyn Suwannatut

County: FULTON

Commission Expires: June 25, 2027

[1]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.

[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].

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STATE OF GEORGIA

COUNTY OF FULTON

FORM G: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT

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

969012
EEV/Basic Pilot Program* User Identification Number of Subcontractor

CS Georgia Youth Foundation
Name of Subcontractor (Individual/Agency)

BY: Authorized Signature Officer or Agent of Subcontractor

EXECUTIVE Director
Title of Authorized Officer or Agent of Subcontractor

JAKIE CANNIZZO
Printed Name of Authorized Officer or Agent of Subcontractor

MADELYN SUWANNATUT NOTARY EXPIRES GEORGIA June 25,2027 PUBLIC FULTON COUNTY

Sworn to and subscribed before me this 14 day of February, 2024.

Notary Public: Madelyn Suwannatut

County: FULTON

Commission Expires: June 25, 2027

[3]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.

[4]*[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].

Docusign Envelope ID: 6ADD1F66-78BC-4641-9806-3C9995725B80

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/17/2024

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 Morrow Insurance Agency, Inc 800 Beverly Hanks Centre Hendersonville NC 28792 License#: PC-534028	**CONTACT NAME:** Tyler Wilson **PHONE (A/C, No, Ext):** 828-693-5396 **FAX (A/C, No):** **E-MAIL ADDRESS:** twilson@morrowinsurance.com
INSURED C5YOUTH-01 C 5 Youth Foundation of Georgia,Inc 7 Dunwoody Park Suite 103 Atlanta GA 30338	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Philadelphia Insurance Company 21962 **INSURER B :** Philadelphia Indemnity Insuran 18058 **INSURER C :** Berkley Life & Health 64890 **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 1414152151 **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	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:			PHPK2636270	1/1/2024	1/1/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	**AUTOMOBILE LIABILITY** ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			PHPK2636270	1/1/2024	1/1/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED X RETENTION $ 10,000			PHUB893654	1/1/2024	1/1/2025	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $
A A C	Crime Sexual Abuse ACCIDENT MEDICAL- PRIMARY			PHPK2636270 PHPK2636270 PAI L022020182803	1/1/2024 1/1/2024 1/1/2024	1/1/2025 1/1/2025 1/1/2025	Employee Theft 1,000,000/2,000,000 Aggregate	$125,000 250,000

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

Certificate holder is considered Additional Insured under General Liability in accordance with all the terms, conditions, and limitations of the policy and then only as respects to liability caused by the negligent acts or omissions of the Named Insured and only as respects to Named Insured's operations.

CERTIFICATE HOLDER

Fulton County Government
141 Pryor St SW
Atlanta GA 30303-3408

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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IWP

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 05/24/2024

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
AON RISK SERVICES SOUTH INC
3550 LENOX ROAD NORTHEAST
SUITE 1700
ATLANTA GA 30326

CONTACT NAME: Aon Risk Services, Inc of Florida
PHONE (A/C, No, Ext): 833-506-1544 **FAX (A/C, No):**
EMAIL ADDRESS: work.comp@trinet.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Indemnity Insurance Company of North America	43575
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
TriNet Group, Inc.
C5 Youth Foundation of Georgia, Inc. DBA C5 Georgia Youth Foundation
1 Park Place, Suite 600
Dublin, CA 94568-7983

COVERAGES **CERTIFICATE NUMBER:** 15765672 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY PROJECT LOC						PRODUCTS - COMP/OP AGG	$
	OTHER							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DEC RETENTION $							
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WLR_C57279990	07/01/2024	07/01/2025	X PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	$ 2,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 2,000,000
							E.L. DISEASE - POLICY LIMIT	$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Workers Compensation coverage is limited to worksite employees of C5 Youth Foundation of Georgia, Inc. DBA C5 Georgia Youth Foundation through a co-employment agreement with TriNet HR III-A, Inc..
List of additional covered entities under the above policy:
dba C5 Georgia Youth Foundation

CERTIFICATE HOLDER

C5 Georgia Youth Fundation
7 Dunwoody Park
Suite 103
Atlanta, GA 30338

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Aon Risk Services South Inc

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

OWNER:

FULTON COUNTY, GEORGIA

DocuSigned by:
Robert L. Pitts
BA715B1A26544E7...

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST:

DocuSigned by:
Tonya R. Grier
EEC476C4837648D...

Tonya R. Grier
Clerk to the Commission

(Affix County Seal)

DocuSigned by:

CONTRACTOR:

VENDOR NAME **C5 Youth Foundation of Georgia**

DocuSigned by: Name of Signatory: Jackie Cannizzo
Jackie Cannizzo Title of Signatory: Executive Director
C4C5DC4FC45F4D1...

Authorized Signature

ATTEST:

DocuSigned by: Name of 2nd Signatory: **Renee Dunmead**
Renee Dunmead Title of 2nd Signatory: **Board Chair**
B7D1BF481CB8481...

Second Authorized Signature

(Affix Corporate Seal, if applicable)

APPROVED AS TO FORM:

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

Docusign Envelope ID: 8BAA4024-6058-4749-BA8C-73380F476E78

FULTON COUNTY

CONTRACT DOCUMENTS

FOR

REQUEST FOR PROPOSAL 24RFP013124C-MH

2024 CONSOLIDATED COMMUNITY SERVICES PROGRAM

FOR

DEPARTMENT OF COMMUNITY DEVELOPMENT

OF

FULTON COUNTY, GEORGIA

Docusign Envelope ID: 8BAA4024-6058-4749-BA8C-73380F476E78

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 **Big Brothers Big Sisters of Metro Atlanta** (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:

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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

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ARTICLE I - PARTIES AND TERM:

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

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

(c) Nothing contained in this Agreement shall be 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...,In school Afterschool Out of School Programs to help bring up academic...,Programs addressing mental health depression stress trauma and anxiety among youth and teens,Programs and services focusing on one or more of the six National Milestones of My Brothers Keeper...

Disabilities: Not Applicable

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Economic Stability: Not Applicable

Health and Wellness: Not Applicable

Homelessness: Not Applicable

Senior Services: Not Applicable

Veterans Services: Not Applicable

Big Brothers Big Sisters of Metro Atlanta, Helping Youth Build Academic & Social/Emotional Skills and Become Self-Sufficient, Positive Contributors to Society through our 1:1 Mentoring 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
BBBSMA Headquarters	680 Murphy Ave, Suite 1090	Atlanta	GA	30310	4	1,2,3,4,5,6

Approach and Design:

Big Brothers Big Sisters of Metro Atlanta, Helping Youth Build Academic & Social/Emotional Skills and Become Self-Sufficient, Positive Contributors to Society through our 1:1 Mentoring Program will provide services to **34** clients that reside in Fulton County, with CCSP funding.

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Big Brothers Big Sisters of Metro Atlanta, will provide the following activities and services in Fulton County with CCSP funding:

Program Activities and Services

This CCSP grant supports our 1:1 Mentoring with Volunteers program for children/youth in Fulton County. This program matches adult volunteers ("Bigs") with children age 8-16 ("Littles"). Men are matched with boys and women are matched with girls. Matches are made based on geographic proximity, the parent preferences, child and volunteer, and shared interests. We ask volunteers to make an initial commitment of 1 year to the program, meeting twice/month (average of 6 hours/month) with the mentee, with flexibility as to how/when visits are scheduled to be most convenient for Bigs, Littles and families.

In addition to the Fulton youth we serve through our 1:1 Mentoring with Volunteers program, including those at Sutton and Martin Luther King, Jr. Middle Schools, we serve students through our Beyond School Walls (BSW) program at Therrell, South Atlanta, Benjamin Mays and North Atlanta High Schools; and through our Level Up program at Herman J. Russell West End Academy, Jean Childs Young, Luther J. Price and Bunche Middle Schools.

Every match has a Match Support Specialist (MSS) who conducts regular check-ins with the Big, Little and parent (monthly in the 1st year and quarterly thereafter) and is always available to help address problems and provide additional resources. The MSS seeks information about: child safety; youth development; engagement in agency activities/programming; and health of the overall mentoring relationship. They also elicit input and sharing from the Big, the Little and the parent/guardian.

How Activities/Services Will Be Accomplished:

Our mentoring programs specifically address barriers to youth success such as truancy, disengagement of youth in learning, the underdevelopment of post-secondary and career aspirations and the threat of juvenile delinquency. A stable relationship with a caring adult mentor also mitigates depression, anxiety and trauma in youth, and supports mental health and well-being and resiliency.

Our core mentoring practices align with the 6standards outlined in the Elements of Effective Practice for Mentoring identified by MENTOR–The National Mentoring Partnership, a national leader in promoting quality mentoring through evidence-based standards, innovative research and essential tools. For our 1:1 mentoring program, these 6 standards include:

1 -- Recruitment: Our recruitment process for mentors and parents/guardians starts with a conversation with one of our Customer Relations Specialists who set expectations for the program. We help youth/parents understand what mentoring is and what they can expect from a mentoring relationship. Written statements outline eligibility requirements for mentors and mentees in the program. Potential mentors are required to participate in an orientation session facilitated by Program staff.

2 -- Screening: Mentor screening begins with an application to the program and a criminal background check including searching a national criminal records database along with sex offender and child abuse registries. We complete a face-to-face interview with the mentor. We conduct personal and professional reference checks. Mentee screening begins with an application completed by the parent/guardian, including informed consent for their child to participate. All participants agree to a 12-month minimum commitment to the program, and that the mentor and mentee will meet at least twice/month.

3-- Training: Required pre-match mentor training topics include: a) Program rules; b) Mentor's goals/expectations for the / relationship; c) Mentor's obligations and appropriate roles; d) Relationship development and maintenance; e) Ethical issues that

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may arise; f) How to access the support available to all mentors. We also address child safety topics including mandatory reporting requirements related to child abuse or neglect, and guidance on activities that are not allowed, such as overnight visits and out of town travel without a parent or guardian.

Our staff address the following developmental topics in the training: a) Youth development; b) Cultural, gender, and economic issues; and c) Opportunities/challenges associated with mentoring specific populations of children. We have a required training video for parents/guardians to ensure they have appropriate expectations for the mentoring relationship and our program.

4 -- Matching: When making matches, we assess geographic proximity, interests, availability, age, gender, race, ethnicity, personality and expressed preferences of mentor, mentee and parent. We conduct an initial match meeting facilitated by program staff to introduce Bigs, Littles, and parents/guardians, review the "ground rules" and celebrate the new mentoring relationship.

5 -- Monitoring and Support: Our MSS contact the Big, Little and parent/guardian twice a month in the 1st month of the match, monthly for the 1st year of the match, then quarterly thereafter. They document information about each contact, including, at a minimum, the date, length, and nature of contact. We follow evidenced-based protocol to elicit more in-depth assessment from the Big and Little about the relationship, while using relationship assessment tools developed by BBBS of America. The program provides one or more opportunities per year for mentor training, and group activities for the matches. We offer information about, and donated tickets to, activities/events that matches can participate in together.

6 – Closure: We encourage all matches that are on track to continue in the program. Procedures are in place to manage anticipated and unanticipated closures. If possible and appropriate, program staff conduct and document an exit interview with Big and Little. We have a written statement outlining terms of match closure and policies for Big/Little contact after a match ends. We also have a process for a mentor or mentee rematch, when appropriate.

Through our Big Futures program, we facilitate a suite of events and resources to provide intentional opportunities for high school matches, including:

- ***Behind-the-Scenes Career Exposure***: Matches and parents/guardians are invited each quarter to attend a career exposure event at a chosen corporate campus.
- ***Big Futures Social:*** Matches are invited to come together to kick off each school semester.
- ***Big Futures Hangouts:*** A virtual or in-person space for Bigs to connect with other Bigs and Littles to connect with other Littles and learn necessary skills for enhancing their futures.
- ***Big Futures Summit***: Our Summit brings together experts in a variety of high-demand careers, military, trades and 2-year college to ensure our Littles have exposure to the vast variety of options available to them after high school.

These opportunities are available to all high school students enrolled in any BBBSMA program.

We track the Key Performance Indicator "Percentage of high school students who graduate on time" for all the youth we serve who remain in our program through high school.

CSP funding priorities addressed

Our program addresses four Children & Youth Services funding priorities:

- Afterschool/Out of School Programs to help bring up academic and social-behavioral levels of school-aged youth
- Programs addressing mental health, depression, stress, trauma and anxiety among youth and teens

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- Ensuring Safety and Justice by providing alternatives to activities and contributing factors that lead to unhealthy behaviors in children and youth
- Programs and services focusing on one or more of the six National Milestones of My Brother's Keeper Alliance

Within the Children & Youth Services service category, our mentoring programs address effective youth **prevention** and **intervention** programs that result in academic and social-emotional benefits to youth including higher grades and test scores, guidance for post-secondary education and career alternatives after high school, development of social skills, reduced drop-out rates and increased attendance; and safe, accessible and engaging spaces to spend time outside of school and during the summer to prevent unhealthy behaviors and promote health and wellness; and in youth and young adults becoming self-sufficient and positive contributors to society.

Our program addresses outcomes and performance measures that result in:

- The prevention of youth violence and/or delinquent behaviors by targeting youth who are at enhanced risk for these behaviors;
- Changing the life trajectory for youth who have demonstrated delinquent behaviors;
- Positive family support to foster a sense of belonging and trust;
- Provide mentors and parents with tools that help to promote positive mental health for teens and kids;
- Addressing mental health, depression, stress and anxiety among teens which may be due to adverse events associated with isolation, community violence, racism.

BBBSMA uses a Risk and Protective Inventory (RPI) survey during the family in-take process. The Risk and Protective Inventory (RPI) tool assists our staff in creating a 360 assessment of risk areas (thoughts, attitudes, behaviors) so that individualized goals and support strategies can be established at the beginning of the mentoring relationship. Our program staff provide mentors ongoing training and coaching so they can effectively reinforce and model healthy relationships and behaviors.

We incorporate principles of trauma-informed care in each step of the match process. This includes seeking information about any trauma the child may have experienced, background on the child's mental health history and that of any family members that may be relevant. With parental consent, our staff may also contact school counselors, therapists or other counselors. Particular issues of concern may be addressed with the mentor so that he/she can partner with the family to support the child in the most appropriate way.

All of our program staff are required to complete the "Fundamentals of Youth Protection" course which covers child safety, and child safety is a critical component of our volunteer mentor pre-match training.

98% of the youth in our program are people of color; 86% are African American or Black. Our program closely aligns with **3 of the 6 My Brother's Keeper National Milestones**:

#3: Graduating from high school ready for college/career

Bigs help prepare their Littles for careers and build workplace skills including:

- Setting career goals and taking steps to realize them
- Using personal contacts to network with industry professionals, find internships, and locate jobs
- Introducing youth to resources and organizations they may not be familiar with
- Skills for seeking, interviewing for, and keeping a job

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Most importantly, our program is individualized for each child. Bigs plan outings that help expand their Littles' understanding of the world and their place in it. As Littles get older, their Bigs help them identify career choices and navigate those paths. It is Bigs working individually with their Littles, based on a deep understanding of each child's strengths and potential, that helps make them successful.

#4: Completing post-secondary education or training

Our mentoring programs are focused on helping youth succeed academically, build social-emotional skills, prepare for post-secondary and career, and discover and develop their full potential. We measure academic success by tracking on-time grade promotion for every child in our program. For our high school seniors, we track on-time graduation and plans for the immediate future.

#6 -- Reducing Violence and Providing a Second Chance

Research has shown that "Positive mentoring relationships can transform the trajectory of young peoples' lives by leading them away from violent and risky behavior and toward sustainable and productive opportunities. The Centers for Disease Control and Prevention lists mentoring as one of four strategies that holds the most promise for youth violence prevention. Primarily, this is because mentoring has a proven ability to decrease risk factors and enhance protective factors associated with reducing youth violence, such as staying engaged in school or displaying positive social behaviors." (*Mentoring: An Investment in Reducing Youth Violence, mentoring.org).*

Community Collaborative Relationships

We have long-standing partnerships with local organizations that connect families with resources and services. See more detail in Attachment to Question 12.

Designation of CSP Funds:

Based on the awarded amount of **$50,000.00,** 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.

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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.)	$0.00
Operational	$0.00
Direct Services	$50,000.00
Total	$50,000.00

Explanation of Funding Details:

In 2024, we expect to serve 425 Fulton County children and youth through our 1:1 Mentoring with Volunteers program.

Fulton County CCSP grant funds will be used to support salaries and benefits for the positions that provide direct services for the Fulton County children and youth in our 1:1 Mentoring program: customer service, enrollment, and match support specialists.

Program Performance Measures:

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Big Brothers Big Sisters of Metro Atlanta 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 school-aged youth engaged in/benefiting from In school/ Afterschool/ Out of School Programs...

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:

BBBSMA achieves program goals by implementing mentoring models utilizing evidence-based practices, as described in detail in Question 12. We are committed to tracking and reporting program data on youth development measures including academic achievement, reduction of risky behaviors, behavioral and social-emotional development and avoiding the juvenile justice system. Data is collected by our match support specialists as they monitor and coach mentoring matches throughout the lifetime of the match. This includes information gathered during monthly check-ins with Bigs, Littles and parents/guardians in our 1:1 Mentoring programs, as well as through administering surveys to children, parents and volunteers. Information is saved in our Salesforce CRM database which provides us with robust data tracking, analysis and reporting capabilities.

Milestones and Schedule

Our 1:1 Mentoring with Volunteers Program is ongoing. Our professional recruitment, enrollment and match support staff are continuously carrying out activities to recruit and screen new mentors and mentees, to train new mentors, to create new matches, and to provide ongoing monitoring, support and training for mentors and parents/caregivers. Although program participants are only required to make a 12-month commitment to the mentoring relationship, our 2023 average length of a one-to-one match was 32.6 months.

Data Collection Tools

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BBBSMA uses a combination of agency-based and individual-based metrics for program improvement and program design modification. In terms of agency-based metrics, the agency uses multiple tracking methods to monitor and evaluate program services and outcomes and to determine necessary program improvements. These methods include: Regularly scheduled Match Support Contacts, tracking agency match quantitative and qualitative goals, and surveys.

Regularly Scheduled Match Support Contacts:

For qualitative data, our programs team contacts each intentionally paired match to ensure the health and safety of the mentee and mentor. In these check-ins, the Match Support Specialist gathers information and builds rapport to support the parent, child and volunteer mentor throughout the time the mentor and mentee are matched. These conversations focus on: child safety, relationship development, activity involvement, child/ youth development and agency engagement.

Tracking agency match quantitative and qualitative goals:

For quantitative data, our programs team is given objective goals to achieve each month, such as the number of interviews and assessments completed, match support compliance, the number of matches made, etc. Beyond quantitative metrics, our agency also measures the quality of work the programs team conducts through: conducting quality assurance checks on the quality of match support conversations, managerial supervision of staff assessments for first 90 days and multiple staff assessing interviews and matches.

The Youth Outcomes Survey (YOS)/Child Outcomes Survey (COS):

We regularly survey the youth we serve to help us measure program impact and success. These surveys include the Youth or Child Outcomes Surveys (YOS and COS). The YOS is used with youth ages 11 and older; the COS is used with children ages 10 and under. Surveys are administered at the beginning of each match to gather baseline data (i.e., information about how youth are doing before receiving our services) and annually thereafter, to see how youth are progressing over time. The YOS and COS measure areas that research has shown can be positively impacted by mentoring. These areas include: Academic Performance, Educational Expectations, Social Competence, Social-Emotional and Mental Health, Depressive Symptoms and Avoidance of the Juvenile Justice System.

The Strength of Relationship (SoR) Survey:

This tool measures the level of emotional attachment, relationship satisfaction and connection between the mentor and the child. It is completed by the volunteer and the child at the three month and one year anniversaries of the match, and annually thereafter.

End of Year Outcomes Survey

This survey is administered to parents/guardians of Littles and includes questions about on-time grade promotion and graduation, and avoidance of the juvenile justice system. Other questions ask if Littles believe their mentor has helped them identify their strengths and weaknesses, and if being a Little has met their expectations.

Salesforce Program Database:

Our Salesforce database helps us track information and each match throughout the matching and support process. Using this we can see relative performance across our teams as well as potential bottlenecks and team-wide challenges. A wide range of dashboards and reports are available throughout the agency. The system is customizable to track and report on specific projects and programs and is enabling us to provide more tailored reporting to funders.

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County-defined Performance Measures

For the 425 Fulton County children and youth we expect to serve in 2024 through our 1:1 Mentoring with Volunteers program, BBBSMA will report on the following county-defined performance measures in the Children & Youth Services category during the grant period:

Number of school-aged youth benefiting from Afterschool/Out of School Programs to help bring up academic and social/behavioral levels:

- *332 youth served in Fulton County through our Mentoring with Volunteers program (80%) will maintain or improve academic performance/school grades*

Number of youth receiving behavioral or mental health referrals.

- *10 Fulton County youth will receive behavioral or mental health referrals*

Number of youth involved with or at risk for involvement with the Juvenile Justice System who demonstrate decreased or no delinquent behaviors:

We estimate that of the 34 children and youth we will serve with CSP funding, 7 (22%) will be at high risk for involvement with the Juvenile Justice System because they have one or more incarcerated family members. We will measure their lack of delinquent behaviors as indicated by the number of children and youth in our program who avoid the juvenile justice system:

- *95% of youth served in Fulton County through our Mentoring with Volunteers program will avoid the juvenile justice system 394*

Number of boys and young men of color benefiting from My Brother's Keeper programs and services that address persistent opportunity gaps

Our program aligns with three of the six My Brother's Keeper milestones: Graduating from High School Ready for College and Career; Completing post-secondary education or training; and Reducing Violence and Providing a Second Chance.

- *We estimate that 208 (approximately 50%) of the children and youth we serve in Fulton County through our Mentoring with Volunteers program will be boys of color*

We have expanded our volunteer recruitment efforts overall and are using a much more targeted approach to our recruitment activities, focusing on the geographic areas of greatest need, particularly for men of color to mentor boys. We recruit new mentors through a combination of digital marketing and advertising and corporate and community outreach. Thanks to this multifaceted approach, we exceeded our 2023 goal of 750 "Priority Volunteer Inquiries" – inquiries from males in our highest-need zip codes. We also exceeded our yearly goal for "Men of Color Inquiries."

Please see the attached Logic Model, Project Timeline and Youth/Child Outcomes Survey infographic for more detailed information.

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Agency Defined Performance Measure(s):

Agency-defined Performance Measures

We will track the performance measures below for all of our program participants, as applicable based on grade level. Our goals for the performance measures are based on past performance.

At least 80% will maintain or improve academic performance/school grades

At least 80% will report decreased or no depressive symptoms

At least 80% will maintain or improve emotional regulation

At least 80% will avoid risky behaviors and school discipline

At least 95% of students will be promoted to the next grade on time

At least 95% of students will avoid involvement in the juvenile justice system

At least 95% of high school seniors will graduate on time

At least 86% of high school seniors will report post-graduation plans that align with the *Four Es* outcome measures that have become standard across school systems:

o Enrollment in a four-year college, a two-year college or a technical school

o Employment on a career-trajectory path

o Entrepreneurship in an initial or continued income-producing small business

o Enlistment in the military

Please see the Attachment to Question 13 for more details and information.

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.

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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.

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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 **$50,000.00.**

(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

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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.

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(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:

Big Brothers Big Sisters of Metro Atlanta
680 Murphy Avenue, SW 1090
Atlanta, Georgia 30310

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

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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.

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(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 **Big Brothers Big Sisters of Metro Atlanta**, its directors, officers, employees, agents and assigns shall have no right of redress pursuant to the Personnel Rules and Regulations of Fulton County.

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(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

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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:

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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.

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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.

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STATE OF GEORGIA

COUNTY OF FULTON

FORM F: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services[1] under a contract with **[insert name of prime contractor (Agency)]** Big Brothers Big Sisters of Metro Atlanta 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.

918481
EEV/Basic Pilot Program* User Identification Number

Big Brothers Big Sisters of Metro Atlanta
Name of Contractor (Agency)

Kwame Johnson
BY: Authorized Signature of Officer or Agent of Contractor

Chief Executive Officer
Title of Authorized Officer or Agent of Contractor of Contractor

Kwame Johnson
Printed Name of Authorized Officer or Agent of Contractor

Sworn to and subscribed before me this 23rd day of February, 2024.

Notary Public: Joy Pope Alandete

County: DeKalb

Commission Expires: 1/18/2026

Joy Pope Alandete
NOTARY PUBLIC
DeKalb County, GEORGIA
My Commission Expires 01/18/2026

[1]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.

[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].

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STATE OF GEORGIA

COUNTY OF FULTON

FORM G: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT

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

N/A
_____
EEV/Basic Pilot Program* User Identification Number of Subcontractor

N/A
_____
Name of Subcontractor (Individual/Agency)

N/A
_____
BY: Authorized Signature Officer or Agent of Subcontractor

N/A
_____
Title of Authorized Officer or Agent of Subcontractor

_____
Printed Name of Authorized Officer or Agent of Subcontractor

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

Notary Public: _____

County: _____

Commission Expires: _____

[3]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.

[4]*[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].

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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	CONTACT NAME: Eric Whitt	
Hilb Group Operating Company 11175 Cicero Drive Suite 575 Alpharetta GA 30022	PHONE (A/C, No, Ext): (678) 297-7977	FAX (A/C, No): (678) 297-9575
	E-MAIL ADDRESS: ewhitt@hilbgroup.com	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Big Brothers Big Sisters of Metro Atlanta, Inc. 680 Murphy Ave. SW Suite 1090 Atlanta GA 30310	INSURER A : Alliance of Nonprofits Insurance RRG	10023
	INSURER B : National Liab & Fire Insurance Co	20052
	INSURER C : Travelers Property Casualty Insurance Co	36161
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 1/1/24 (1/1/24-25) **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] Professional Liability [X] Abuse GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y		2024-31443	01/01/2024	01/01/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Prof. Liab./Abuse	$ 1,000,000 $ 500,000 $ 20,000 $ 1,000,000 $ 3,000,000 $ 3,000,000 $ 1,000,000
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			2024-31443	01/01/2024	01/01/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	[X] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			2024-31443-UMB	01/01/2024	01/01/2025	EACH OCCURRENCE AGGREGATE	$ 3,000,000 $ 3,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC-2024-81530-00	01/01/2024	01/01/2025	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 500,000 $ 500,000 $ 500,000
C/A	Cyber Liability/Crime Directors & Officers Liability			106457456	01/01/2024	01/01/2025	Cyber Agg Limit Employee Theft Directors & Officers	$1,000,000 $1,000,000 $1,000,000

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

ADDITIONAL INSURED ENTITIES: Fulton County Government

CERTIFICATE HOLDER

Fulton County Government
141 Pryor St SW
Atlanta GA 30303-3408

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Hilb Group Operating Company	Big Brothers Big Sisters of Metro Atlanta, Inc.
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance: Notes

The aforementioned entities are included as additional insureds for GENERAL LIABILITY per form CG 20260704 as required by written contract or agreement.

**INFORMATION PROVIDED ON A CERTIFICATE OF INSURANCE IS REGULATED BY THE GEORGIA DEPARTMENT OF INSURANCE. FOR INFORMATION REGARDING FURTHER REQUESTS FOR CHANGES TO THIS CERTIFICATE OF INSURANCE, PLEASE REFER TO THE GEORGIA DEPARTMENT OF INSURANCE WEBSITE FOR GOVERNING RULES.

FAILURE TO COMPLY WITH REGULATIONS COULD RESULT IN FINES UP TO $5,000 PER VIOLATION.

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ALLIANCE OF NONPROFITS FOR INSURANCE
A Head for Insurance. A Heart for Nonprofits.

POLICY NUMBER: 2024-31443

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED PRIMARY AND NON-CONTRIBUTORY ENDORSEMENT FOR PUBLIC ENTITIES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

A. Section II – WHO IS AN INSURED is amended to include:

4. Any public entity as an additional insured, and the officers, officials, employees, agents and/or volunteers of that public entity, as applicable, who may be named in the Schedule above, when you have agreed in a written contract or written agreement presently in effect or becoming effective during the term of this policy, that such public entity and/or its officers, officials, employees, agents and/or volunteers be added as an additional insured(s) on your policy, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

a. Your negligent acts or omissions; or
b. The negligent acts or omissions of those acting on your behalf;

in the performance of your ongoing operations.

No such public entity or individual is an additional insured for liability arising out of the sole negligence by that public entity or its designated individuals. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.

B. Section III – LIMITS OF INSURANCE is amended to include:

8. The limits of insurance applicable to the public entity and applicable individuals identified as an additional insured(s) pursuant to Provision A.4. above, are those specified in the written contract between you and that public entity, or the limits available under this policy, whichever are less. These limits are part of and not in addition to the limits of insurance under this policy.

C. With respect to the insurance provided to the additional insured(s), **Condition 4. Other Insurance of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** is replaced by the following:

4. Other Insurance

a. Primary Insurance

This insurance is primary if you have agreed in a written contract or written agreement:

(1) That this insurance be primary. If other insurance is also primary, we will share with all that other insurance as described in **c.** below; or

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(2) The coverage afforded by this insurance is primary and non-contributory with the additional insured(s)' own insurance.

Paragraphs (1) and (2) do not apply to other insurance to which the additional insured(s) has been added as an additional insured or to other insurance described in paragraph **b.** below.

b. Excess Insurance

This insurance is excess over:

1. Any of the other insurance, whether primary, excess, contingent or on any other basis:
   (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
   (b) That is fire, lightning, or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;
   (c) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises temporarily occupied by you with permission of the owner; or
   (d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE**.
   (e) Any other insurance available to an additional insured(s) under this Endorsement covering liability for damages which are subject to this endorsement and for which the additional insured(s) has been added as an additional insured by that other insurance.

(1) When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the additional insured(s) against any "suit" if any other insurer has a duty to defend the additional insured(s) against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the additional insured(s)' rights against all those other insurers.

(2) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:
   (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
   (b) The total of all deductible and self-insured amounts under all that other insurance.

(3) We will share the remaining loss, if any, with any other insurance that is not described in this **Excess Insurance** provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Methods of Sharing

If all of the other insurance available to the additional insured(s) permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any other the other insurance available to the additional insured(s) does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION - FOOD CONTRIBUTIONS OR CLIENT REFERRALS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy, in consideration of food contributions or client referrals you receive from them.

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less. This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):
Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or

2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - LESSOR OF LEASED EQUIPMENT - AUTOMATIC STATUS WHEN REQUIRED IN LEASE AGREEMENT WITH YOU

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. **Section II – Who Is An Insured** is amended to include as an additional insured any person(s) or organization(s) from whom you lease equipment when you and such person(s) or organization(s) have agreed in writing in a contract or agreement that such person(s) or organization(s) be added as an additional insured on your policy. Such person(s) or organization(s) is an insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and

2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

B. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement you have entered into with the additional insured; or

2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – MANAGERS OR LESSORS OF PREMISES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designation Of Premises (Part Leased To You):
Name Of Person(s) Or Organization(s) (Additional Insured): Any person or organization acting as a manager or lessor of a covered premises that you are required to name as an additional insured on this policy, under a written contract, lease or agreement currently in effect, or becoming effective during the term of this policy.
Additional Premium: **Included**
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.

2. Structural alterations, new construction or demolition operations performed by or on behalf of the person(s) or organization(s) shown in the Schedule.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.	All insured premises and operations.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.	All insured premises and operations.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:
1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

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2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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

OWNER:

FULTON COUNTY, GEORGIA

DocuSigned by:
Robert L. Pitts
BA715B1A26544E7...

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST:

DocuSigned by:
Tonya R. Grier
EEC476C4837648D...

Tonya R. Grier
Clerk to the Commission

(Affix County Seal)

DocuSigned by:

CONTRACTOR:

VENDOR NAME **Big Brothers Big Sisters of Metro Atlanta**

DocuSigned by:
KWAME JOHNSON
7CF1ED55CDF84AB...

Name of Signatory: Kwame Johnson
Title of Signatory: CEO

Authorized Signature

ATTEST:

DocuSigned by:
Kathy Wells
8E6187F711BE406...

Name of 2nd Signatory: **Kathy Wells**
Title of 2nd Signatory: **Kathy Wells**

Second Authorized Signature

(Affix Corporate Seal, if applicable)

APPROVED AS TO FORM:

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

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FULTON COUNTY

CONTRACT DOCUMENTS

FOR

REQUEST FOR PROPOSAL 24RFP013124C-MH

2024 CONSOLIDATED COMMUNITY SERVICES PROGRAM

FOR

DEPARTMENT OF COMMUNITY DEVELOPMENT

OF

FULTON COUNTY, GEORGIA

Docusign Envelope ID: 1F373D6C-1878-4F9C-A852-AB0A05F4E2E7

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 **Gateway Center 24/7, 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:

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ARTICLE I - PARTIES AND TERM:

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

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

(c) Nothing contained in this Agreement shall be 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: Homelessness

CCSP Funding Priority(ies):

Children and Youth: Not Applicable

Disabilities: Not Applicable

Economic Stability: Not Applicable

Health and Wellness: Not Applicable

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Homelessness: Rapid Re-Housing These activities are designed to move homeless people quickly to permanent housing...,Transitional housing bridge housing options for homeless population affected by mental health...

Senior Services: Not Applicable

Veterans Services: Not Applicable

Gateway Center 24/7, Inc., Evolution Center Low Barrier Shelter 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
The Evolution Center (Gateway Center)	1135 Jefferson St NW	Atlanta	GA	30318	NA	NA

Approach and Design:

Gateway Center 24/7, Inc., Evolution Center Low Barrier Shelter will provide services to **35** clients that reside in Fulton County, with CCSP funding.

Gateway Center 24/7, Inc., will provide the following activities and services in Fulton County with CCSP funding:

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The Evolution Center will provide low barrier short-term residential housing (shelter) for men experiencing homelessness in Fulton County. These men will have rapid access to safe shelter and supportive services 24 hours per day, seven days a week. Prioritization will be placed on men who have the highest needs based on their scores on the Vulnerability Index-Service Prioritization and Decision Assistance Tool assessment completed by our Coordinated Entry team. Placing these guests in short-term residential housing aligns with Fulton County's Strategic Objective to support the vulnerable residents in our social services while reducing the homeless population year to year as we assist individuals experiencing homelessness in transitioning to stable housing placements. It also addresses the Homelessness Funding Priority of providing rapid re-housing for individuals experiencing homelessness in order to transition them to stable housing quickly. While men are enrolled in The Evolution Center program, they will have the opportunity to receive intensive case management, coordination of care, behavioral health and substance abuse recovery services, housing placement assistance, entitlement benefit assistance, and career readiness coaching and training. These holistic supportive services will assist men experiencing homelessness in obtaining sustainable income and transitioning to housing placements.

Utilizing Critical Time Intervention and Housing First models, we encourage guests to actively participate in intensive case management services and coordination of care services. The first priority is to stabilize housing for individuals who have been experiencing homelessness by providing low barrier short-term residential housing (shelter). After housing is stabilized, guests have capacity to work alongside Case Managers to develop goals utilizing an Individual Service Plan (ISP). One of the universal ISP goals is to secure sustainable income, and Case Managers provide guests with assistance in applying for eligible benefits including SNAP, Medicaid/Medicare, Supplemental Security Income (SSI), Social Security Disability Income (SSDI), retirement from Social Security, and others. The comprehensive assistance with entitlement benefits supports Fulton County's homelessness funding priority of reducing/eliminating barriers to self-sufficiency and paths to self-sufficiency created by increasing income, access to cash or non-cash mainstream benefits.

Because Evolution Center is a low-barrier residential housing (shelter) program assisting men experiencing homelessness in transitioning to stable housing, we are able to assist individuals who are chronically homeless and struggle with substance use and/or mental health diagnoses by connecting them with appropriate treatment. Therefore, not only does the program address Fulton County's Health and Human Services' Strategic Objectives to (1) Prevent illness by engaging in healthier behavior and (2) Prevent health disparities by educating residents and connecting them to available resources, but it also addresses the Homelessness Funding Priority for residents as follows:

The first priority is providing Transitional Housing/Bridge Housing options for the homeless population affected by mental health and/or substance-use disorders. Our intensive case management and support services provide our guests with the support necessary to reach individuals who are chronically homeless, struggling with substance use, and struggling with mental health diagnoses. Our on-site Behavioral Health Specialist provides sessions for individuals as well as psychoeducational classes for groups to assist our guests in learning coping skills and life skills that better equip them for their transition to housing placements. Our Certified Peer Specialist provides support for individuals who are struggling with substance use by working with guests individually and through 12-Step groups. Finally, our team is trained in Trauma Informed Care, which guides their approach and direction as they meet the needs of each individual guest.

For guests looking to obtain employment or increase their wages by developing marketable skills training, The Evolution Center has an onsite Career Resource Center to assist them with career coaching, referrals to marketable skills training partners, and linkage to employment placements. These services help guests who are able to return to the workforce by improving their access to economic opportunities, programs, and resources focused on education and career exploration.

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To adequately monitor services provided, prevent duplication of services, collect data, and maintain records, Gateway Center utilizes Client Track and Apricot. Gateway Center tracks key information such as barriers to housing, changes in income, and housing placements. We partner with researchers Michelle Ediger, Ph.D., & Christyl Wilson Ebba, Ph.D. for an annual assessment of our program success and ensure our statistics are complete and error-free. Data reports are generated and analyzed on a monthly basis, which is a valuable tool for ensuring the success of this program.

According to Fulton County's "All People are Self-Sufficient" program objectives, The Evolution Center addresses all five objectives: (1) Economic stability –men who experienced homelessness receive short-term shelter and career services training and referrals to employment placements in jobs earning a livable wage to become economically self-sufficient, or they are assisted in obtaining entitlement benefits; (2) Housing –men transition from homelessness to our short-term residential housing (shelter) program until they are placed in long-term housing through the coordinated entry process; (3) Literacy –men receive referrals for adult and financial literacy, including GED and/or pursuing vocational training or college; (4) Food – men who formerly experienced hunger during their homelessness have access to proper nutrition; (5) Independence – men who were some of the most vulnerable residents of Fulton County will be independent when they transition to stable housing.

Since our inception almost 19 years ago, Gateway Center has utilized a collective impact service model for all of our programs. By using a collective impact model, we leverage the available resources and expertise of other service providers who share our passion of supporting individuals and families experiencing homelessness in becoming stably housed. Gateway Center currently has 16 partners who provide additional services including integrated health care services (Mercy Care, Emory School of Nursing, and Good Samaritan), job placement, workforce development (Atlanta Technical College, WorkSource Fulton, WorkSource Atlanta, Georgia Works, First Step, Atlanta Center for Self Sufficiency), access to TANF benefits (Georgia Department of Human Resources), adult and financial literacy courses (JP Morgan Chase, Atlanta Public Schools Adult Education Program), and additional short-term housing placement solutions (Nicholas House, Mary Hall Freedom House, Atlanta Mission, Project Community Connections, Inc.).

Designation of CSP Funds:

Based on the awarded amount of **$35,000.00,** 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.

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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.)	$0.00
Operational	$0.00
Direct Services	$35,000.00
Total	$35,000.00

Explanation of Funding Details:

All funds will be applied toward the cost of providing meals to Evolution Center guests**,** including food and related supplies.

<u>Program Performance Measures:</u>

Gateway Center 24/7, Inc. agrees to track and report program performance to the Fulton County Department of Community Development.

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County Defined Performance Measure(s):

Children and Youth: Not Applicable

Disabilities: Not Applicable

Economic Stability: Not Applicable

Health and Wellness: Not Applicable

Homelessness: Number of individuals assisted through rapid re-housing,Number of individuals placed in Permanent Supportive Housing,Number of individuals whose barriers to self-sufficiency are eliminated/ reduced; paths to self-sufficiency created...

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:

Gateway Center's low barrier short-term residential housing (shelter) program, The Evolution Center, will focus on the following County defined program measures for the one-year grant period: (1) assist 21 men experiencing homelessness with rapid re-housing; (2) place 35 men experiencing homelessness in transitional housing; (3) eliminate and reduce barriers to self-sufficiency for 17 men experiencing homelessness and create paths to self-sufficiency by increasing income, access to cash or non-cash mainstream benefits. The provision of short-term residential housing (shelter) to Fulton County's most vulnerable men experiencing homelessness, combined with coordinated entry, housing navigation assistance, entitlement assistance, career services support, and supportive services assist them with obtaining sustainable income and securing housing placements. By providing comprehensive holistic supportive services, The Evolution Center eliminates and reduces barriers, reduced the number of individuals experiencing homelessness in Fulton County, and establishes critical paths to self-sufficiency. The exact schedule depends upon each individual's situation and goals. The length of stay varies, with a statistical mean of 2.5 months.

Gateway Center's team enters data for those we serve at intake, during enrollment, and at discharge into Apricot (Social Solutions), which allows for data collection and the creation of comprehensive reports. In addition, our agency utilizes Client Track as our required Homeless Management Information System (HMIS). Our agency utilizes a contracted evaluation team to assist with providing analysis of data from both systems. Gateway Center utilizes the data that is collected in our programs and compares it to the data provided by our local Continuum of Care providers (Partners for Home and Fulton County) and data made available by Housing and Urban Development (HUD) to set benchmarks and program goals.

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Agency Defined Performance Measure(s):

Gateway Center's Evolution Center program will focus on the following Agency defined program measures for the one-year grant period: Number of individuals with improved financial literacy; number of Individual Discharged/Exited to Positive Housing Placement; and number of individuals with improved mental health.

During the 12-month period of this grant award, Gateway Center's low barrier short-term residential (shelter) program, Evolution Center, will serve a minimum of 35 men experiencing homelessness in Fulton County. Gateway Center's Agency defined program performance measures for The Evolution Center program for the one-year grant period are as follows: (1) 21 men experiencing homelessness who are enrolled in this program will have improved financial literacy. Financial literacy education is provided onsite by JP Morgan Chase, and participants complete surveys about their increased knowledge. (2) 50% of enrolled men will improve mental health. Our on-site Behavioral Health Specialist provides sessions for individuals as well as psychoeducational classes for groups to assist our guests in learning coping skills and life skills that better equip them for their transition to housing placements. Our Certified Peer Specialist provides support for individuals who are struggling with substance use by working with guests individually and through 12-Step groups. Behavioral health assessments upon intake and during treatment are included. (3) 50% of enrolled men will discharge to a positive housing placement (long-term, stable and safe housing). Evolution Center guests benefit from coordinated entry, housing navigation assistance, entitlement assistance, career services support, and supportive services, all of which assist them with obtaining sustainable income and securing housing placements. The exact schedule depends upon each individual's situation and goals. The length of stay varies, with a statistical mean of 2.5 months.

Gateway Center's team enters data for those we serve at intake, during enrollment, and at discharge into Apricot (Social Solutions), which allows for data collection and the creation of comprehensive reports. In addition, our agency utilizes Client Track as our required Homeless Management Information System (HMIS). Our agency utilizes a contracted evaluation team to assist with providing analysis of data from both systems. Gateway Center utilizes the data that is collected in our programs and compares it to the data provided by our local Continuum of Care providers (Partners for Home and Fulton County) and data made available by Housing and Urban Development (HUD) to set benchmarks and program goals.

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.

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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

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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 **$35,000.00.**

(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,

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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.

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(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:

Gateway Center 24/7, Inc.
275 Pryor Street SW
Atlanta, Georgia 30303

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

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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

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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.

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Contractor acknowledges that **Gateway Center 24/7, 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,

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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:

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(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.

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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.

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STATE OF GEORGIA

COUNTY OF FULTON

FORM F: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services[1] under a contract with **[insert name of prime contractor (Agency)]** 2417 Gateway LLC 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.

880861
EEV/Basic Pilot Program* User Identification Number

2417 Gateway LLC
Name of Contractor (Agency)

Raphael Holloway
BY: Authorized Signature of Officer or Agent of Contractor

CEO
Title of Authorized Officer or Agent of Contractor of Contractor

Raphael Holloway
Printed Name of Authorized Officer or Agent of Contractor

Sworn to and subscribed before me this 12 day of February, 2024.

Notary Public: Annette Floyd

County: Dekalb County

Commission Expires: 3/16/2024

Annette Floyd
NOTARY PUBLIC
DeKalb County, GEORGIA
My Commission Expires
03/16/2024

[1]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.

[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].

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STATE OF GEORGIA

COUNTY OF FULTON

FORM G: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT

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

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

_____
Name of Subcontractor (Individual/Agency)

_____
BY: Authorized Signature Officer or Agent of Subcontractor

N/A

_____
Title of Authorized Officer or Agent of Subcontractor

_____
Printed Name of Authorized Officer or Agent of Subcontractor

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

Notary Public: _____

County: _____

Commission Expires: _____

[3]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.

[4]*[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].

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ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/21/2023

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 be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh & McLennan Agency LLC 5555 Glenridge Connector Suite 600 Atlanta GA 30342	**CONTACT NAME:** Vawnetta Williams **PHONE (A/C, No, Ext):** 855-210-6003 **FAX (A/C, No):** **E-MAIL ADDRESS:** Vawnetta.Williams@marshMMA.com
INSURED 24/7 Gateway, LLC 275 Pryor St. SW Atlanta GA 30303	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Church Mutual Insurance Company 18767 **INSURER B :** Philadelphia Indemnity Insurance Co. 18058 **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 78981741 **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	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	036445825604216	7/1/2023	7/1/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Employee Benefits	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 3,000,000 $ 1,000,000 $ 1,000,000
A	**AUTOMOBILE LIABILITY** X ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS X Comp=$500 X Coll=$1000	Y	Y	036445809575731	7/1/2023	7/1/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ $ $ $
A	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED X RETENTION $ 10,000	Y	Y	036445885604257	7/1/2023	7/1/2024	EACH OCCURRENCE AGGREGATE 	$ 10,000,000 $ 10,000,000 $
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		036445807694868	1/1/2024	1/1/2025	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
B	Group Accident			PHPA106177	7/1/2023	7/1/2024	Accident Medical Exp	$10,000 Max

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

Locations: Gateway Center, 275 Pryor St. SW, Atlanta, GA 30303
Evolution Center, 1135 Jefferson St, NW, Atlanta, GA 30318

Fulton County Government is included as additional insured under the General Liability if required by written contract with respect to the referenced location.

CERTIFICATE HOLDER

Fulton County Government
141 Pryor Street
Atlanta GA 30303
United States

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Vawnetta Williams

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

OWNER:

FULTON COUNTY, GEORGIA

DocuSigned by:
Robert L. Pitts
BA715B1A26544E7...

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST:

DocuSigned by:
Tonya R. Grier
EEC476C4837648D...

Tonya R. Grier
Clerk to the Commission

(Affix County Seal)

DocuSigned by:

CONTRACTOR:

VENDOR NAME **Gateway Center 24/7**

DocuSigned by: Name of Signatory: Raphael Holloway
Title of Signatory: CEO
919DD2EF98CA45C...

Authorized Signature

ATTEST:

DocuSigned by: Name of 2nd Signatory: **Monique Williams**
Title of 2nd Signatory: **CFO**
13D5F36B6C1D4AF...

Second Authorized Signature

(Affix Corporate Seal, if applicable)

APPROVED AS TO FORM:

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

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FULTON COUNTY

CONTRACT DOCUMENTS

FOR

REQUEST FOR PROPOSAL 24RFP013124C-MH

2024 CONSOLIDATED COMMUNITY SERVICES PROGRAM

FOR

DEPARTMENT OF COMMUNITY DEVELOPMENT

OF

FULTON COUNTY, GEORGIA

Docusign Envelope ID: B61BCE63-F7F5-40B2-BAEE-31AB0DAC4C35

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 **The Summit Counseling Center, 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:

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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

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ARTICLE 10. SUBCONTRACTING

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ARTICLE 13. PRECEDENCE OF AGREEMENT

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ARTICLE 15. CAPTIONS

ARTICLE 16. GOVERNING LAW

ARTICLE 17. JURISDICTION

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ARTICLE I - PARTIES AND TERM:

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

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

(c) Nothing contained in this Agreement shall be 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: Health and Wellness

CCSP Funding Priority(ies):

Children and Youth: Not Applicable

Disabilities: Not Applicable

Economic Stability: Not Applicable

Health and Wellness: Number of individuals connected to available resources to help mitigate illness and health disparities,Number of individuals receiving referrals to behavioral health and

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other supportive services,Number of individuals who report or demonstrate improved health-related outcomes or other “quality of life” measures

Homelessness: Not Applicable

Senior Services: Not Applicable

Veterans Services: Not Applicable

The Summit Counseling Center, Inc., Subsidized Mental Health Counseling 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
The Summit Counseling Center	2750 Old Alabama Road, Suite 200	Johns Creek	GA	30022	1	1,2,3
The Summit Counseling Center	13680 Highway 9 N, Building G, Suite 500	Milton	GA	30004	2	1,2,3
Johns Creek United Methodist Church	11180 Medlock Bridge Road	Johns Creek	GA	30097	1	1,2,3

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Approach and Design:

The Summit Counseling Center, Inc., Subsidized Mental Health Counseling will provide services to **35** clients that reside in Fulton County, with CCSP funding.

The Summit Counseling Center, Inc., will provide the following activities and services in Fulton County with CCSP funding:

Addressing complex mental health concerns, including suicide and suicidal ideation, through evidence-based, outpatient DBT and non-DBT counseling will dramatically and positively affect teens, emerging adults, and adults in becoming healthy, safe, self-sufficient, and positive contributors in their community and society. This will be accomplished through subsidized DBT and non-DBT counseling sessions for 35 Fulton County residents needing evidence-based treatment. Counseling services will be offered at our three Fulton County locations (2 in Johns Creek and one in Milton) and via telehealth when necessary. Summit is providing our services using local and CDC guidelines regarding COVID-19. Summit's main and satellite offices are all ADA-compliant facilities; the schools where we provide our services are also ADA-compliant.

The Subsidized Mental Health Counseling Program Goals will address the following Fulton County Health and Wellness Priorities:

- Prevent illness and health disparities by educating and connecting individuals to available resources.
    - Through the Summit's therapists, marketing and community partners, individuals with a variety of mental health concerns, inlcuding complex medical issues, will learn about our fully subsidized counseling sessions to improve their mental health.
- Programs addressing mental health, depression, stress, trauma and anxiety among individuals
    - Summit's Subsidized Mental Health Counseling Program will provide subsidized counseling, including outpatient therapy for individuals with complex mental health concerns.
- Programs focusin on financial literacy and wellness
    - Summit's Subsidized Mental Health Counseling Program will provide cost-effective mental health treatment that will promote overall wellness through techniques and processes learned by clients who are better able to control their emotions and impulsive actions, resulting in fewer hospitalizations for more in-depth treatment.

Teens, emerging adults, and adults needing mental health services will be identified through referrals from parents, schools, community providers, and self-referrals. The Summit may also identify individuals needing counseling through referrals from participants in our free community training sessions and/or through promotional materials distributed in the community. During the screening and intake process, The Summit utilizes free and reduced lunch, government-sponsored benefits, and insurance information to determine eligibility for subsidized mental health services during the intake process. Licensed and certified mental health professionals conduct client assessments to determine mental health issues, severity, and length of service; when minor youth are involved, the assessment process involves the parent(s)/guardian(s). The designated therapists develop an individualized treatment plan. Outcome measurements tracked will include the number of individuals connected to available resources, the number of individuals receiving behavioral health and other supportive services, the % of clients who report or demonstrate improved health-related outcomes or other "quality of life" measures, the number of subsidized DBT sessions, the number of

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subsidized non-DBT sessions, and the number of fully subsidized parent intake sessions for minor youth. Improved health-related outcomes, including emotional and behavioral functioning, will be measured by the Youth Symptom Checklist (for individuals under age 17), the General Anxiety Disorder–7, and Patient Health Questionnaire-9 (for individuals age 17+). These assessments are implemented at the 1st session and every 7th session afterward.

Individuals participating in DBT counseling will have access to subsidized treatment for 12 months in alignment with the grant period. The recommended DBT protocol involves weekly individual counseling sessions and participation in up to 32 group sessions over 12 months; youth under age 18 receiving DBT therapy must have a parent/guardian participate in their group sessions.

Summit offers the following three modules for Group Therapy sessions; each module lasts 7 -9 weeks

- Emotional Regulation: Participants will learn to recognize and name emotions accurately, respond appropriately, and learn how to change their emotional responses.
- Interpersonal Effectiveness: In this series of classes, participants will learn interpersonal effectiveness skills to help them build and maintain stable relationships. This module teaches skills to help clients with boundary setting, balancing a relationship's needs with their goals and values, and living a life consistent with their own values.
- Distress Tolerance: Participants will learn to increase their tolerance for negative emotions.

Individuals receiving non-DBT counseling will have access to subsidized treatment for 12 months in alignment with the grant period. Not all clients will need counseling sessions for this length of time. Each client will work with the Summit's therapist to determine the appropriate length of counseling and when the individual is ready to lessen the frequency of their counseling sessions or exit from counseling.

The Summit has strong, health collaborative relationships in Fulton County. The Summit deeply appreciates the Partners in Caring – schools, businesses, non-profit organizations, and faith communities that relate as mission extensions. Partners in Caring includes, but is not limited to Alpharetta Methodist, Be Rich (North Point Community Church), Church on the Hill, CURE Childhood Cancer, DeKalb County Schools, Dunwoody United Methodist Church, For the Love of Ryan, Fulton County, Fulton County Schools, Greater Atlanta Christian School, Johns Creek United Methodist Church, Milton First Responders, Mount Vernon School, Mt. Pisgah, North Point Community Church, Perimeter Church, SAM Foundation, St. James UMC, Stonecreek Church, Victory Church, NAMI Northside, Will to Live Foundation, and Walton Communities. The Summit founded and continues to host the North Fulton Mental Health Collaborative, connecting community stakeholders to provide a life span behavioral healthcare system for North Fulton County. The Collaborative meets monthly during the school year and is open to all behavioral healthcare stakeholders, providers, and consumers.

The 28 North Fulton County public schools served by our Summit OnSite Program are Abbotts Hill Elementary School; Alpharetta Elementary School; Alpharetta High School; Autrey Mill Middle School; Barnwell Elementary School; Birmingham Falls Elementary School; Cambridge High School; Chattahoochee High School; Crabapple Crossing Elementary School, Crabapple Middle School; Creek View Elementary School; Dolvin Elementary School; Esther Jackson Elementary School; Findley Oaks Elementary School; Hopewell Middle School; Innovation Academy; Johns Creek High School; Lake Windward Elementary School; Milton High School; Mountain Park Elementary School; Northview High School; Northwestern Middle School; Ocee Elementary School; River Trail Middle School; Summit Hill Elementary School; Sweet Apple Elementary School; Taylor Road Middle School; and Webb Bridge Middle School.

The activities involved in the program will address the following Health and Human Services Key Performance Indicators:

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- Prevent illness by engaging in healthier behavior
    - Percent of residents engaged in substance abuse treatment – opioid, drinking, vaping. Individuals with complex mental health concerns may also employ other risky behaviors, including substance abuse. Summit also offers counseling to address these concerns.
- Prevent health disparities by educating residents and connecting them to available resources
    - Number of uninsured adults and children. Summit provides subsidized individual counseling and group therapy for those without insurance and who demonstrate financial need. This Program will provide subsidized counseling to 35 unduplicated Fulton County residents.
    - Number of residents who receive behavioral health services. Summit will provide subsidized DBT and non-DBT counseling to 70 unduplicated Fulton County residents.
- Help residents realize their educational potential through our community services and library programs.
    - Percentage of high school students who graduate on time. Summit provides on-site mental health counseling at 28 Fulton County School through our Summit OnSite School-Based Program. Summit's efforts help ensure that more high school-age youth have improved emotional and behavioral health to graduate high school on time.

Nationally, only 40% of students with emotional, behavioral, and mental health disorders graduate from high school, compared to the national average of 76%; more than 50% of students with emotional and behavioral disabilities ages 14 and older, drop out of high school. This is the highest drop-out rate of any disability group. Early diagnosis and treatment of mental health disorders can dramatically improve the outcomes for youth. More than 40% of children aged 3 to 17 have trouble accessing the mental health treatment and counseling they need. When these issues are not confronted, vulnerable youth face plummeting grades, delayed graduation, risks with the juvenile justice system, and unhealthy relationships – all factors impeding a healthy transition to adulthood, often contributing to higher rates of poverty, unemployment, and greater use of health care systems. According to SAMHSA, "undiagnosed untreated, or undertreated co-occurring disorders can lead to a higher likelihood of experiencing homelessness, incarceration, medical illnesses, suicide, or even early death."

The Subsidized Mental Health Counseling Program will have a positive impact on Fulton County individuals in need of mental health services and on adults who participate in our community trainings and will address the following Fulton County "Health and Human Services" strategic objectives:

- Prevent illness by engaging in healthier behavior (The provision of mental health services reduces at-risk behavior among youth)
- Prevent health disparities by educating residents and connecting them to available resources (Summits' telehealth reduces transportation barriers. Our Signs of Suicide workshops help trusted adults connect at-risk youth with mental health services.)
- Support vulnerable residents in our social services (Free and subsidized mental health services ensure vulnerable individuals receive the mental health care they need.)

Designation of CSP Funds:

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Based on the awarded amount of **$50,000.00,** 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.)	$2,500.00
Operational	$0.00
Direct Services	$47,500.00
Total	$50,000.00

Explanation of Funding Details:

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The Summit Counseling Center requests $50,000, which is 6.9% of the $715,500 program budget, to support the following expenses:

- Administrative: $2,500 to support grant administration and reporting
- Direct Services: $47,500
    - Subsidized DBT counseling sessions: $21,900
    - Subsidized traditional (non-DBT) counseling sessions: $25,600

Program Performance Measures:

The Summit Counseling Center, Inc. agrees to track and report program performance to the Fulton County Department of Community Development.

County Defined Performance Measure(s):

Children and Youth: Not Applicable

Disabilities: Not Applicable

Economic Stability: Not Applicable

Health and Wellness: Number of individuals connected to available resources to help mitigate illness and health disparities,Number of individuals receiving referrals to behavioral health and other supportive services,Number of individuals who report or demonstrate improved health-related outcomes or other “quality of life” measures

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:

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Through the activities of the DBT Program, the following Fulton County defined performance measurement will be achieved:

- 15 individuals connected to available resources to help mitigate illness and health disparities (telehealth)
- 35 individuals receive referrals to behavioral health and other supportive services
- 70% of individuals report or demonstrate improved health-related outcomes or other "quality of life" measures

Through the activities of the DBT Program, the following Agency defined performance measurement will be achieved:

- 175 subsidized DBT counseling sessions
- 125 subsidized non-DBT counseling sessions
- 46 fully subsidized parent intake sessions for youth receiving counseling through Summit OnSite School-Based therapy

Data Collection methodology includes:

Telehealth Usage: In the sixth and twelfth months of 2024, Summit will identify how many clients (statistics only) have utilized telehealth.

DBT and Non-DBT Referrals/Usage: In the sixth and twelfth months of 2024, Summit will identify how many clients have been referred and utilized therapy

Subsidized DBT Counseling Sessions: In the sixth and twelfth months of 2024, The Summit will identify how many subsidized DBT sessions have been utilized

Subsidized non-DBT Counseling Sessions: In the sixth and twelfth months of 2024, The Summit will identify how many subsidized non-DBT sessions have been utilized.

Subsidized Parent Intake Sessions: In the sixth and twelfth months of 2024, The Summit will identify how many subsidized parent intake sessions have been utilized.

Client Outcomes: The Summit looks at outcomes based on several different tools, including client/parent surveys, clinical outcome measures, including the Youth Symptom Checklist (YSC), General Anxiety Disorder–7 (GAD-7) and Patient Health Questionnaire-9 (PHQ-9), and treatment plan review for completed goals. Client outcomes are reviewed at every seventh session and upon exit from counseling.

1.) The Summit will give each client and/or parent a satisfaction survey to complete at termination. The results will be entered in the grant evaluation spreadsheet to assess responses based on a simple Likert scale (strongly agree; agree; no opinion; disagree; and strongly agree).

2.) The Summit performance indicators include: a) the total number of individuals who participate in DBT and non-DBT sessions b) increasing emotional and behavioral functioning by the end of the grant period as measured by the Youth Symptom Checklist (Y-PSC; ages 12-17) GAD-7 (age 17+) and PHQ-9 (age 17+), and c) the total number of subsidized DBT and non-DBT sessions provided and d) the total number of subsidized parent intake sessions provided. Program

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data is entered into the Electronic Medical Record system by therapists after each session and is reviewed quarterly by the Director of Clinical Services.

3) The therapist interviews the client and/or parent, conducts a comprehensive biopsychosocial assessment, and creates an age-appropriate, client-centered treatment plan for review and signature. The therapist meets with each client as outlined in the treatment plan, monitors and charts progress on goals in the EMR after each session, and reviews treatment plans quarterly. The therapist administers the Y-PSC, GAD-7, and/or PHQ-9 during the initial session as a Pre-Test, at the 7th session, at each subsequent 7th session, and at termination as a Post-Test. Therapists, supervisors, and management review program data monthly for compliance. The Director of Clinical Services certifies the validity of program results. Results are reported monthly to the Board of Directors.

The 2024 timeline for the Subsidized Mental Health Counseling Program is:

	Activity	Staff Involved
Q1: January – March, 2024	Provide individual DBT and non-DBT counseling sessions	Summit Counselors
	Conduct DBT Group Therapy sessions	Summit DBT Counselors
	Provide telehealth options for counseling	Summit Counselors
	Provide parent intake sessions for youth participating in Summit OnSite School-Based therapy	Summit OnSite Counselors
	Administer Y-PSC, GAD7 and PHQ-9 assessments at initial session and every 7th session until completion based on client's age	Summit Counselors
	Evaluate data results from mental health screenings and counseling sessions	Executive Director, Director of Clinical Services,
Q2: April – June, 2024	Provide individual DBT and non-DBT counseling sessions	Summit Counselors
	Conduct DBT Group Therapy sessions	Summit DBT Counselors

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	Provide telehealth options for counseling	Summit Counselors
	Provide parent intake sessions for youth participating in Summit OnSite School-Based therapy	Summit OnSite Counselors
	Administer Y-PSC, GAD7 and PHQ-9 assessments at initial session and every 7th session until completion based on client's age	Summit DBT Counselors
	Evaluate data results from mental health screenings and counseling sessions for youth	Executive Director, Director of Clinical Services,
Q3: July – September 2024	Prepare Fulton CSP Reporting Period 1 (January – June Report)	Director of Clinical Services, Director of Development
	Submit First CSP grant invoice	Director of Development
	Provide individual DBT and non-DBT counseling sessions	Summit Counselors
	Conduct DBT Group Therapy sessions	Summit DBT Counselors
	Provide telehealth options for counseling	Summit Counselors
	Provide parent intake sessions for youth participating in Summit OnSite School-Based therapy	Summit OnSite Counselors
	Administer Y-PSC, GAD7 and PHQ-9 assessments at initial session and every 7th session until completion based on client's age	Summit Counselors
	Evaluate data results from mental health screenings and counseling sessions for youth	Executive Director, Director of Clinical Services,
Q4: October – December 2024	Submit 2nd CSP Grant Invoice	Director of Development

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	Provide individual DBT and non-DBT counseling sessions	Summit Counselors
	Conduct DBT Group Therapy sessions	Summit DBT Counselors
	Provide telehealth options for counseling	Summit Counselors
	Provide parent intake sessions for youth participating in Summit OnSite School-Based therapy	Summit OnSite Counselors
	Administer Y-PSC, GAD7 and PHQ-9 assessments at initial session and every 7th session until completion based on	Summit DBT Counselors
	Evaluate data results from mental health screenings and counseling sessions for youth	Executive Director, Director of Clinical Services,
January 2025	Prepare Fulton CSP Reporting Period 2 (July – December Report)	Director of Clinical Services, Director of Development

Milestones and a schedule for Performance Measurements listed above are:

Performance Measurement	**Reporting Period 1 (January – June)**	**Reporting Period 2 (July – December)**
Number of individuals connected to available resources to help mitigate illness and health disparities (telehealth)	7	8
Number of individuals receive referrals to behavioral health and other supportive services	17	18
Percentage of individuals who report or demonstrate improved health-related outcomes or other “quality of life” measures	70%	70%

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Number fully subsidized DBT counseling sessions	87	88
Number of fully subsidized non-DBT counseling sessions	62	63
Number of fully subsidized parent intake sessions	23	23

Agency Defined Performance Measure(s):

Through the activities of the DBT Program, the following Agency defined performance measurement will be achieved:

- 17 subsidized DBT counseling sessions
- 125 subsidized non-DBT counseling sessions
- 46 fully subsidized parent intake sessions for youth receiving counseling through Summit OnSite School-Based therapy

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

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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.

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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 **$50,000.00.**

(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

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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.

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(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:

The Summit Counseling Center, Inc.
2750 Old Alabama Rd. Suite 200
Johns Creek, Georgia 30022

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

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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.

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(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 **The Summit Counseling Center, Inc.**, its directors, officers, employees, agents and assigns shall have no right of redress pursuant to the Personnel Rules and Regulations of Fulton County.

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(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

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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:

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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.

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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.

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STATE OF GEORGIA

COUNTY OF FULTON

FORM F: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services[1] under a contract with **[insert name of prime contractor (Agency)]** Summit Counseling Center 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.

1613089
EEV/Basic Pilot Program* User Identification Number

Summit Counseling Center
Name of Contractor (Agency)

David M. Smith
BY: Authorized Signature of Officer or Agent of Contractor

Executive Director
Title of Authorized Officer or Agent of Contractor of Contractor

David Smith
Printed Name of Authorized Officer or Agent of Contractor

Sworn to and subscribed before me this 16 day of Feb, 2024.

Notary Public: Jane Atkinson

County: Fulton

Commission Expires: 2/27/2026

JANE ATKINSON NOTARY PUBLIC GEORGIA EXPIRES February 27, 2026 FULTON COUNTY

[1] 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.

[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].

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STATE OF GEORGIA

COUNTY OF FULTON

NOT APPLICABLE

FORM G: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT

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

613089
_____
EEV/Basic Pilot Program* User Identification Number of Subcontractor

_____
Name of Subcontractor (Individual/Agency)

_____
BY: Authorized Signature Officer or Agent of Subcontractor

_____
Title of Authorized Officer or Agent of Subcontractor

_____
Printed Name of Authorized Officer or Agent of Subcontractor

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

Notary Public: _____

County: _____

Commission Expires: _____

[3]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.

[4]*[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].

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Client#: 2003594 SUMMICOUN

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/22/2024

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Lori Berger
USI Insurance Services, LLC CL 1 Concourse Pkwy NE Suite 700 Atlanta, GA 30328	PHONE (A/C, No, Ext): — FAX (A/C, No): — E-MAIL ADDRESS: lori.berger@usi.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : GuideOne Insurance Company	15032
INSURER B : Technology Insurance Company, Inc.	42376
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
The Summit Counseling Center, Inc.
2750 Old Alabama Rd., Suite 200
Johns Creek, GA 30022

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY / PRO-JECT / LOC OTHER:	X	X	010035741	01/01/2024	01/01/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$1,000,000 $500,000 $5,000 $1,000,000 $2,000,000 $2,000,000 $
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY			010035744	01/01/2024	01/01/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$1,000,000 $ $ $ $
A	X UMBRELLA LIAB / X OCCUR EXCESS LIAB / CLAIMS-MADE DED / X RETENTION $2500			010035745	01/01/2024	01/01/2025	EACH OCCURRENCE AGGREGATE $	$2,000,000 $2,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		TWC4282245	07/01/2023	07/01/2024	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $500,000 $500,000 $500,000
A	Profesional Liab			010035741	01/01/2024	01/01/2025	$1,000,000 / $3,000,000	
A	Sexual Misconduct			010035741	01/01/2024	01/01/2025	$1,000,000 / $3,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate Holder is listed as an additional insured with respect to written contract in place.

CERTIFICATE HOLDER

Fulton County Government
141 Pryor St SW
Atlanta, GA 30303

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Paula B Bulman

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

OWNER:

FULTON COUNTY, GEORGIA

DocuSigned by:
Robert L. Pitts
BA715B1A26544E7...

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST:

DocuSigned by:
Tonya R. Grier
EEC476C4837648D...

Tonya R. Grier
Clerk to the Commission

(Affix County Seal)

DocuSigned by:

CONTRACTOR:

VENDOR NAME **The Summit Counseling Center, Inc.**

DocuSigned by:
David Smith
CDF82223C6A549D...

Name of Signatory: David M. Smith
Title of Signatory: Executive Director

Authorized Signature

ATTEST:

DocuSigned by:
Tracy Mason
11632D957F844F6...

Name of 2nd Signatory: **Tracy Mason**
Title of 2nd Signatory: **Director of Finance and HR**

Second Authorized Signature

(Affix Corporate Seal, if applicable)

APPROVED AS TO FORM:

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

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FULTON COUNTY

CONTRACT DOCUMENTS

FOR

REQUEST FOR PROPOSAL 24RFP013124C-MH

2024 CONSOLIDATED COMMUNITY SERVICES PROGRAM

FOR

DEPARTMENT OF COMMUNITY DEVELOPMENT

OF

FULTON COUNTY, GEORGIA

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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 **Champions Community Foundation** (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:

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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

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ARTICLE I - PARTIES AND TERM:

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

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

(c) Nothing contained in this Agreement shall be 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: Disabilities

CCSP Funding Priority(ies):

Children and Youth: Not Applicable

Disabilities: Number of Persons with Disabilities (PWD) included in programs due to increased accessibility...,Number of Persons with Disabilities benefiting from minor home modification projects, renovations, and/or repairs...,Number of Persons with Disabilities who are self-sufficient or able to live independently...

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Economic Stability: Not Applicable

Health and Wellness: Not Applicable

Homelessness: Not Applicable

Senior Services: Not Applicable

Veterans Services: Not Applicable

Champions Community Foundation, CCF - Titans Program Support 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
Champions Place	9460 Nesbit Ferry Road	Alpharetta	GA	30022	1	1,2,3,6
Mt. Pisgah Christian School Gym	9875 Nesbit Ferry Road	Alpharetta	GA	30022	1	1,2,3,6

Approach and Design:

Champions Community Foundation, CCF - Titans Program Support will provide services to **28** clients that reside in Fulton County, with CCSP funding.

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Champions Community Foundation, will provide the following activities and services in Fulton County with CCSP funding:

Champions Community Foundation chooses the following Key Performance Indicators under #4 "Support the vulnerable residents in our social services":

Number of residents who have access to home based and community based services for seniors and people with disabilities.

Through this grant funding, 12 physically disabled young adults residing in Fulton County will have access to community-based services through CCF's Titans Sports and Social programs. To overcome the isolation that often follows aging out of high school, CCF provides much needed programs such as wheelchair sports activities and a broad range of other social opportunities, including virtual programming. Sporting and social activities help build friendships, acceptance, and support within the community. On average, CCF hosts two sport scrimmage events per month at Mount Pisgah Christian School Gym, where Titans enjoy friendly athletic competition and healthy exercise through fun and exciting wheelchair sports games. On average, 45 Titans attend each scrimmage. Social events are also hosted every other month and include a variety of fun events like bowling, attending professional sporting events, seasonal parties, cookouts, and more. CCF has also recently launched a new virtual social program, "Champions Community Connect" (C3), which provides Titans the opportunity to be together even more frequently. Through this new program, CCF offers numerous weekly virtual events, such as movies, book club, trivia night, virtual games, as well as open time to connect socially with friends.

All registered Titans are invited to participate in all CCF programs at no cost to them. These community-based services help physically disabled young adults overcome the isolation that often follows aging out of high school; helping them build friendships, acceptance, and support within the community.

Number of people who receive permanent supportive housing and support services.

Recognizing the need for safe, accessible, and affordable living options for physically disabled young adults, CCF designed and built Champions Place, a shared independent-living residence located in Fulton County, Georgia for 14 young adults with physical disabilities such as cerebral palsy, spina bifida, muscular dystrophy, and physical injury. Currently, there are no other independent living residences for these young adults. Without the opportunity to live at Champions Place, residents report that they would likely be living with their parents, staying in a facility for people with intellectual disabilities, or having to move to a nursing home, which is sometimes the only option for disabled young adults. Like their non-disabled peers, these individuals deserve access to an affordable community where they can socially engage with their friends, families, and peers. Champions Place fills this gap in the existing lack of independent living residences suited to the needs of physically disabled young adults. While residing at Champions Place, the residents benefit from two full-time Brenau University Master of Occupational Therapy Students who live on-site and provide support and training for our residents, as they work to improve skills related to independent living, such as cooking, laundry, exercise, etc. Champions Place offers a viable and cutting-edge shared living alternative for our unique population to live independently and become self-sufficient in ways previously thought impossible. A portion of grant funding will support independent living for 14 physically disabled young adults who reside at Champions Place in Fulton County.

Number of seniors/disabled persons aging/staying in place as a result of home repairs

Assistive technology makes independent living possible, allowing disabled young adults to live healthy, productive, independent, and dignified lives. Leveraging what we have learned through automating the individual suites at Champions Place, CCF created "Champions Place@Home" which provides minor home modifications for Titans who reside at home with their parents. Often, these technologies are cost-prohibitive for families. Each Titan and his/her family receives a personalized assessment to determine which assistive technologies are best for them and their household and include options such as turning on/off lights and fans, controlling tv/streaming devices, choosing and listening to music/books, accessing weather/news, making video/voice calls, and more. Minor home modifications may also be made and can include automatic doors, voice activated blinds, voice-controlled home

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thermostat, and Nest doorbells for improved security and vision to visitors.

With grant funding support, CCF will implement Champions Place@Home installations for 2 physically disabled young adults who reside in Fulton County. This program will provide improved independent functioning and well-being for these young adults, who through this effort will be able to perform daily tasks which were previously difficult or impossible for them to do on their own. Additionally, their need for supportive services or the work of caregivers will be reduced.

Champions Community Foundation chooses the following CSP funding priorities, as identified by the primary service category selected (Disabilities Service Category)

CSP Funding Priority #2. Social and cultural programs for persons with developmental disabilities to decrease isolation and promote social interaction and development of interpersonal and emotional skills. Programs which promote wellness for the special needs of Persons with Disabilities exclusive of their specific disability.

Our goal is to implement a broad range of athletic and social programs to engage a growing community of young adults with physical disabilities, known as the Titan Community (which currently has 105 members) and to build awareness, friendships, and community. Grant funding will support 22 social and/or social programs conducted by CCF in 2024. Champions Place is functioning as a social hub for the residents as well as the Titan community, with ample indoor and outdoor common areas for residents to enjoy with friends and family. Year-round activities offered at no charge to Titans include wheelchair sports and monthly social events. Our focus is the inclusion of the individual as well as their families and friends, into the community at large. Titans meet bi-weekly at Mount Pisgah Christian School Gym to enjoy friendly athletic competition and healthy exercise through fun and exciting wheelchair sports games. On average, 45 Titans attend each scrimmage. Titans and their families, friends, and caregivers also meet monthly to enjoy social opportunities, such as bowling, professional league games (Braves, UGA, etc.), seasonal parties, cookouts, and more. These community-based events help build long-lasting friendships and a support network. Many of the social activities are held at Champions Place, which in addition to a residence also functions as the “social hub” for the broader Titan community, with ample indoor and outdoor common areas for our unique population to safely spend time together as well as with family and friends. Champions Place also serves as a hub for volunteer engagement and community outreach opportunities, with Titans serving as community ambassadors, fostering understanding and education about physical disabilities, and building acceptance and support within the community. Champions Place gives community volunteers and organizations the opportunity to serve and interact with the Titans and the disability community.

CCF also offers a new “virtual community” through Champions Community Connect (C3), providing Titans the opportunity to be together even more frequently. Through this program, CCF offers numerous weekly virtual events, such as movies, book club, trivia night, virtual games, as well as open time to connect socially with friends.

CSP Funding Priority #3. Programs that promote educational (youth with disabilities) and/or vocational and Career Readiness skills (adults with disabilities); programs that support teaching work skills, interpersonal communication, customer relations skills, and opportunities which could lead to greater self-sufficiency. Job readiness/training and job opportunities for persons with disabilities.

Champions Place began construction in 2019 and opened in October 2020 (several months late due to COVID-19 delays). Champions Place was built with no debt incurred and recently completed its third year of operation. Champions Place is a “first of its kind” shared-living residence designed for young adults with physical disabilities, with the objective to provide them with the support they need and the freedom and opportunity they desire to lead independent and productive lives and experience life to its fullest. For the first time, our residents are living separately from their families in a place that meets their needs. This shared living concept offers a viable and leading-edge residential alternative for young adults with physical disabilities. At Champions Place, our focus is “ability not disability.”

Champions Place was designed to support the physical needs and requirements of its residents. Individual suites, customized to the abilities and needs of each resident, comprise each of the four quads. Each quad has its own common area, accessible kitchenette, and access to outdoor spaces. Four quads surround a main living room, a private dining room and a kitchen outfitted with

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accessible appliances, providing room to prepare and share meals. Hydrotherapy treatment, necessary to prevent infections and pressure sores for those in wheelchairs, is provided through a large soaking tub. Google voice-recognition technology allows residents to control their environment and perform daily tasks, such as operating a TV/streaming shows, turning on/off lights and fans, opening/closing blinds, listening to music or audio books, calling friends and family, and more. Tommy Hilfiger provided and beta tested Tommy Adaptive clothing, enabling Titans to have independence while dressing and further increasing their self-reliance and self-esteem. In turn, CCF provided valuable feedback to the Tommy Adaptive team as part of their beta testing process. The Tommy Hilfiger team also donated furniture and bedding to Champions Place. This partnership has enriched the lives of Champions Place residents in many ways.

CCF also has a partnership with Brenau University's College of Occupational Therapy (Norcross location), where their master's level candidates provide day-to-date support for our residents through exercise, cooking classes, budgeting workshops, and social emotional skill development to help manage stress and frustrations. Two doctoral students live on site, providing additional support for our residents while gaining the clinical hours required for their degree. 14 physically disabled young adults will receive supportive services from CCF which enable them to live independently from their families with greater self-sufficiency.

CSP Funding Priority #5. Minor home modification projects, renovations, and/or repairs to increase accessibility for persons with disabilities

Assistive technology makes independent living possible, allowing disabled young adults to live healthy, productive, independent, and dignified lives. Google plays a critical role at Champions Place, reducing the need for support services or the work of caregivers. More importantly, through its usage we have seen residents become self-sufficient in ways previously thought impossible. CCF has created an innovative program called Champions Place@Home, with a goal to expand assistive technologies to our broader community of Titans who live at home with their parents, promoting their independence, decreasing their need for support, and allowing them to become self-reliant. Assistive Technologies will allow our Titans to perform daily tasks such as turning on/off lights and fans, opening/closing blinds, watching TV/streaming devices, calling friends and family, and more. Support from the Fulton County Consolidated Community Services Program will enable CCF to implement minor home modification projects for 2 Titans residing in Fulton County in 2024, at an estimated expense of $2,000 per household, which includes an assessment, needed equipment, and installation/training). Each Titan and his/her family will receive an assessment to determine which Assistive Technologies are best for them and their household.

Champions has built and maintained the following partnerships that support our mission:

1. National Charity League (NCL): Volunteer on an ongoing basis with the Titans sports leagues, socials and onsite as needed.
2. Young Men's Service League (YMSL): Volunteer on an ongoing basis with the Titans sports leagues, socials and onsite as needed.
3. Brenau University's College of Occupational Therapy: Masters and Doctoral students provide in residence and onsite services.
4. Men of Saint Brigid – Volunteer on an ongoing basis through activities such as driving vans, planning and implementing social events for Titans, and cooking meals at Champions Place.
5. The Kyle Pease Foundation: CCF collaborates with the Foundation on the Publix Marathon and promotion of people with disabilities in sports.
6. Google: Provides assistive technology products to enable residents and the Titan community to perform basic tasks on their own. They have also provided technology for Champions Place.
7. Tommy Hilfiger: Provides beta-test Tommy Adaptive clothing, offering these young adults more independence while dressing and further increasing their self-reliance and self-esteem.
8. Mt. Pisgah Church: Provides shared services at an affordable rate for CCF, including finance/accounting, database management, facilities support (use of the Gym for the Titans Wheelchair Sports programs, meeting rooms and

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maintenance services), and video production support.

9. Georgia State Golf Association: Provides Titans and Champions Place Residents with free adaptive golf lessons weekly.
10. Ageless Grace: Donated services to provide free exercise classes to Titans and Champions Place Residents twice per month.

Designation of CSP Funds:

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

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

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

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

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

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Cost Category	Designation of CCSP Funding Award
Administrative (5% Admin max of funds awarded.)	$1,250.00
Operational	$3,200.00
Direct Services	$20,550.00
Total	$25,000.00

Explanation of Funding Details:

Administrative:

-$1,250 to support 3% of the $75,000 salary of CCF's Executive Director for grant management and reporting.

Operational:

-$1,200 to support a portion of annual expenses for internet service

-$2,000 to support a portion of annual expenses for insurance

Direct Services:

-$16,000 to support "Champions Place - Resident Rent Subsidy" for 14 Titans who reside at Champions Place, located within Fulton County

-$4,550 to support a portion of the $16,640 salary of CCF's Volunteer Coordinator

Program Performance Measures:

Champions Community Foundation 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 (PWD) included in programs due to increased accessibility...,Number of Persons with Disabilities benefiting from minor home modification projects, renovations, and/or repairs...,Number of Persons with Disabilities who are self-sufficient or able to live independently...

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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:

The main goal of CCF's Titans Program is to enable young adults with physical disabilities such as cerebral palsy, spina bifida, muscular dystrophy, and physical injury to reach their full potential as self-sufficient, productive, and fulfilled citizens in their local community. Our focus is the inclusion of the individual, as well as their family and friends, into the community at large.
Through CCF's array of programs and services, the Titans Program will attain the following Fulton County defined performance measurements under the Disability Service Category in 2024:

- Number of Persons with Disabilities (PWD) included in programs due to increased accessibility, physical environment, transportation, housing, alternative communications. 12 Persons with Disabilities will achieve this metric.
- Number of Persons with Disabilities who are self-sufficient or able to live independently because they can achieve the necessary training or education to be employed or, be able to achieve comparable salaries as those without disabilities. 14 Persons with Disabilities will achieve this metric.
- Number of Persons with Disabilities benefiting from minor home modification projects, renovations, and/or repairs to increase availability and accessibility. 2 Persons with Disabilities will achieve this metric.

CCF staff are outcome driven. Program success will be measured based upon results from Titan participation in our various programs and services, as they align directly with CCF's mission to significantly improve the lives of young adults with physical disabilities, enabling them to reach their full potential as self-sufficient, productive, and fulfilled citizens in their local community. CCF has a tracking system in place to monitor Titan attendance at social and sports programs, as well as a similar tracking system for volunteer hours. All measures and performance indicators are tracked and recorded within the organization's internal database by the Volunteer Coordinator, with oversight by the Executive Director.
Champions Community Foundation is a business-minded entity leveraging our unique knowledge base and passions to serve young adults with physical disabilities such as cerebral palsy, spina bifida, muscular dystrophy, and physical injury. The needs of this existing population are great. With each successive year, a new group of young adults with physical disabilities "ages out" of high school, finding themselves increasingly isolated at home, dependent upon aging parents for personal care and support. CCF's mission requires "heavy lifting", there are unique challenges associated with implementing programs and services for this community of disabled young adults. To overcome one of these unique challenges, CCF broadened its focus in 2014 by pursuing

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the development of Champions Place, a uniquely designed, safe, accessible and affordable shared living community where these young adults would live independent and productive lives. After opening in October of 2020, 14 physically challenged young adults, who reside in Fulton County, now call Champions Place “home”.

Volunteer opportunities help change community perceptions of disabled persons, allowing for a better understanding of their unique abilities and of the special needs community. Through volunteering, community integration – the process of welcoming people with disabilities into our larger community – will take place; this process is essential in order for those with disabilities to fully participate in life at the same level as nondisabled individuals. To support community integration, CCF offers an array of volunteer opportunities including making or providing meals for the residents of Champions Place; driving the van to help get residents to their jobs, volunteer activities, or retail/grocery shopping; providing support at Titan social or athletic events; or hosting special events such as gardening, yoga, or ice cream socials for the Titans. CCF has set a goal of 1500 hours of community impact through our volunteer base in 2024.

Assistive technology makes independent living possible, allowing disabled young adults to live healthy, productive, independent, and dignified lives, whether as residents of Champions Place or for those residing at home with family members and/or caregivers. Google plays a critical role in both environments, reducing the need for support services or the work of caregivers. More importantly, through its usage we have seen Titans become self-sufficient in ways previously thought impossible. Assistive Technologies allows residents to perform daily tasks such as turning on/off lights and fans, opening/closing blinds, watching TV/streaming devices, calling friends and family, and more. CCF has set a goal to bring Assistive Technologies to 2 Titans residing at home with their families/caregivers in Fulton County in 2024, thus better enabling their independence and self-reliance.

For the Titans, Champions Place is a safe and accessible space where they can benefit from the latest adaptive technology, allowing them to be self-reliant and experience life to its fullest. Nationally there are no other facilities like Champions Place in existence at this time. However, demand is strong, and CCF receives inquiries every month from groups seeking to replicate our model. By utilizing shared community support services (funded through Medicaid), qualified residents have the ability to share the cost of personal staff. Combined with a reasonably priced rental unit, this approach provides young adults with physical disabilities a safe and cost effective alternative to living at home with their aging parents, enabling them to live productive and independent lives in their community. Capital and operating costs vary by facility and community. To keep monthly fees affordable and ensure sustainability, CCF’s fundraising strategy was to raise upfront 100% of capital required. This included generous cash and gifts of in-kind donations from foundations, corporations, and individuals; cash reserves for two years operating expense and maintenance; governance board to protect the mission and vision of Champions Place, as well as resident and family participation in fundraising efforts in order to maintain reasonable monthly rental costs. CCF will support independent living for 14 Titans at Champions Place in 2024, allowing for each to have greater independence and self-reliance.

On average, CCF provides Titans with access to two athletic scrimmages, one in-person social event, and multiple virtual social events monthly. Athletic events are held at Mount Pisgah Church and are friendly competitions of wheelchair sports programs, held bi-weekly. In addition, CCF hosts on average ten in-person social offerings for Titans annually, including activities such as bowling, professional league games (Braves, Falcons, etc.), seasonal parties, cookouts, and more. These gatherings of young adults and their families, friends, and caregivers help build long-lasting friendships and support. Champions Community Connect (C3) is our virtual community, providing Titans the opportunity to be together even more frequently. Through this program, CCF offers numerous virtual events, such as movies, book club, trivia night, virtual games, as well as open time to connect socially with friends. On average, five virtual events are hosted monthly. Combined, CCF will host a minimum of 22 opportunities for physically disabled young adults to attend a CCF program in 2024 (both in-person social and/or athletic programs and virtual programs).

Areas of evaluation for the Program include:

- Improved accessibility to participate in social and athletic programs for Titans through an array of monthly offerings.

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- Promotion of independent living through Champions Place or Google Assistive Technology for Titans living at home with their families/caregivers.
- Improved connection to the community through volunteer opportunities, both internally with CCF and Champions Place as well as for Titans in the broader community at large, fostering understanding and education about people with disabilities.

Milestones and a schedule for Performance Measurements identified above are as follows:

Objective	Reporting Period 1 (January – June)	Reporting Period 2 (July – December)
12 physically disabled young adults provided the opportunity to participate in social and athletic programs due to increased accessibility.	12 persons with disabilities	Metric will be met in Reporting Period 1. Individuals served in Reporting Period 1 will continue to be served in Reporting Period 2.
14 physically disabled young adults are able to live independently due to services and training provided by CCF.	14 persons with disabilities	Metric will be met during Reporting Period 1. Individuals served in Reporting Period 1 will continue to be served in Reporting Period 2.
2 physically disabled young adults will benefit from Assistive Technologies installed in their home, allowing for increased independence and productive, dignified lives.	1 person with disabilities will have Assistive Technologies installed in their home	1 person with disabilities will have Assistive Technologies installed in their home
22 opportunities for physically disabled young adults to attend social and/or sports activities (both in-person and virtual) provided by CCF in 2024.	11 opportunities provided to persons with disabilities to participate in a social or sport program	11 opportunities provided to persons with disabilities to participate in a social or sport program
1500 work hours donated by volunteers in support of Titans sport or social programs annually, fostering understanding and education about physical disabilities and building acceptance and support within the community.	750 volunteer hours	750 volunteer hours

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Agency Defined Performance Measure(s):

Through CCF's array of programs and services, the Titans Program will attain the following agency defined performance measurements under the Disability Service Category in 2024:

- Number of opportunities for Persons with Disabilities to attend social and/or sports activities provided by CCF in 2024. 22 opportunities will be provided to Persons with Disabilities in achievement of this metric (both in-person and virtual).
- Number of hours donated by volunteers in support of Titans sport or social programs annually, providing exposure to persons with disabilities and increasing acceptance and understanding. 1500 volunteer hours will achieve this metric.

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).

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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

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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 **$25,000.00.**

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

(c) If through any cause, Contractor shall fail to fulfill its obligation under this Agreement in a timely and proper fashion or in the event that any of the provision or stipulations of this Agreement are violated by Contractor, Fulton County shall thereupon have the right to immediately suspend or terminate this Agreement by serving written notice as defined herein upon Contractor of Fulton County's intent to suspend or terminate this Agreement. If the Agreement is terminated pursuant to this paragraph, Contractor shall be exclusively limited to receiving only the

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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

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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:

Champions Community Foundation
2850 Old Alabama Road
Alpharetta, Georgia 30022

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

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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

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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 **Champions Community Foundation**, 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

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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

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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

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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.

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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.

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STATE OF GEORGIA

COUNTY OF FULTON

FORM F: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services[1] under a contract with **[insert name of prime contractor (Agency)]** Champions Community Foundation 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.

613012
EEV/Basic Pilot Program* User Identification Number

Champions Community Foundation
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

Richard Thompson
Printed Name of Authorized Officer or Agent of Contractor

Sworn to and subscribed before me this 14th day of February, 2024.

Notary Public

County: Forsyth

Commission Expires: November 4, 2025

BETH ANN GIDDES NOTARY PUBLIC FORSYTH COUNTY, GA MY COMMISSION EXPIRES NOVEMBER 04 2025

[1]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.

[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].

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STATE OF GEORGIA

COUNTY OF FULTON

FORM G: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT

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

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

NOT APPLICABLE
_____
Name of Subcontractor (Individual/Agency)

_____
BY: Authorized Signature Officer or Agent of Subcontractor

_____
Title of Authorized Officer or Agent of Subcontractor

_____
Printed Name of Authorized Officer or Agent of Subcontractor

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

Notary Public: _____

County: _____

Commission Expires: _____

[3]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.

[4]*[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].

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CHAMCOM-01 DHUNT

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/27/2024

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
Oakbridge Insurance Agency
6310 Bradley Park Drive
Columbus, GA 31904

CONTACT NAME: Darlene Hunt
PHONE (A/C, No, Ext): (404) 835-0370 406 FAX (A/C, No):
E-MAIL ADDRESS: dhunt@oakbridgeinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Selective Insurance Company Of South Carolina	19259
INSURER B : Benchmark Insurance Company	41394
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
CHAMPIONS COMMUNITY FOUNDATION INC/CHAMPIONS PLACE LLC/
CHAMPIONS PLACE RESIDENT ASSOC.
2850 Old Alabama Rd.
Johns Creek, GA 30022-5051

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR	X	X	S 2448495	7/1/2023	7/1/2024	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 20,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 3,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 3,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO	X	X	S 2448495	7/1/2023	7/1/2024	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB CLAIMS-MADE	X	X	S 2448495	7/1/2023	7/1/2024	AGGREGATE	$ 5,000,000
	DED RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH)	N / A	X	WC-044-0759323-2023A	11/19/2023	11/19/2024	E.L. EACH ACCIDENT	$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000
A	Errors & Omissions			S 2448495	7/1/2023	7/1/2024	Each Incident	1,000,000
A	Abuse or Molestation			S 2448495	7/1/2023	7/1/2024	Per Claim	1,000,000

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

ADDITIONAL COVERAGES
WC RESIDENTS ASSOCIATION
POLICY #WC44407593232021A
LIMITS:
$1,000,000/$1,000,000/$1,000,000

E&O PROFESSIONAL LIABILITY
SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

Fulton County Government
141 Pryor Street, S.W.
Atlanta, GA 30303-3408

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Darlene Hunt

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AGENCY CUSTOMER ID: CHAMCOM-01 DHUNT

LOC #: 1

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Oakbridge Insurance Agency	CHAMPIONS COMMUNITY FOUNDATION INC/CHAMPIONS PLACE LLC/ CHAMPIONS PLACE RESIDENT ASSOC. 2850 Old Alabama Rd. Johns Creek, GA 30022-5051
POLICY NUMBER: SEE PAGE 1	
CARRIER: SEE PAGE 1 / NAIC CODE: SEE P 1	EFFECTIVE DATE: SEE PAGE 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
AGGREGATE: $3,000,000

See attached additional insured endorsements for the GL, Auto and WC policies.

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ElitePac®
Commercial Automobile Extension
Social Services

COMMERCIAL AUTO
CA 78 22 01 16

SCHEDULE OF COVERAGE EXTENSIONS AND LIMITS OF INSURANCE

This ElitePac Schedule is a summary of additional coverages, coverage modifications and corresponding Limits of Insurance that supplements the Business Auto Coverage Form. No coverage is provided by this summary. Refer to the actual endorsement for changes affecting your insurance protection.

DESCRIPTION	
AMENDMENTS TO SECTION II - LIABILITY COVERAGE	
Newly Acquired Or Formed Organizations	Coverage Extension
Limited Liability Companies	Coverage Extension
Employees As Insureds	Coverage Extension
Blanket Additional Insureds	Coverage Extension
Expenses For Bail Bonds And Loss Of Earnings	
Bail Bonds	$3,000 Per "Accident"
Loss Of Earnings	$1,000 Per Day
Employee Indemnification and Employer's Liability Amendment	Coverage Extension
Fellow Employee Coverage	Coverage Extension
Care, Custody Or Control Amendment	$1,000 per "Accident"; $500 Deductible Per "Accident"
Volunteers As Insureds	Coverage Extension
AMENDMENTS TO SECTION III - PHYSICAL DAMAGE COVERAGE	
Towing And Labor	Coverage Extension
Private Passenger Auto, Social Service Van or Bus, Light Truck Medium, Heavy and Extra Heavy Trucks	$75 Per Tow $150 Per Tow
Glass Breakage Deductible	Coverage Extension
Additional Transportation Expenses	$60 per day up to a maximum of $1,800
Hired Auto Physical Damage Coverage	$75,000 per "loss"
Hired Auto Loss of Use Coverage	$750 Per "Accident"
Auto Loan/Lease Gap Coverage (Not Applicable in New York)	Coverage Extension
Limited Physical Damage Coverage - Employees or Volunteer Workers	Coverage Extension
Personal Effects	$500 Per "Accident"
Airbag Coverage	Coverage Extension
Expanded Audio, Visual, And Data Electronic Equipment Coverage	Coverage Extension

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DESCRIPTION	
AMENDMENTS TO SECTION III - PHYSICAL DAMAGE COVERAGE - Continued	
Comprehensive Deductible - Location Tracking Device	Coverage Extension
Physical Damage Limit Of Insurance	Coverage Extension
AMENDMENTS TO SECTION IV - BUSINESS AUTO CONDITIONS	
Duties In The Event Of Accident, Claim, Suit Or Loss	Coverage Extension
Waiver of Subrogation	Coverage Extension
Multiple Deductibles	Coverage Extension
Concealment, Misrepresentation Or Fraud	Coverage Extension
Policy Period, Coverage Territory	Coverage Extension
Two Or More Coverage Forms Or Policies Issued By Us - Deductibles	Coverage Extension
AMENDMENTS TO SECTION V - DEFINITIONS	
Bodily Injury Including Mental Anguish (Not Applicable in New York)	Broadened Definition

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ElitePac®
General Liability Extension Endorsement

COMMERCIAL GENERAL LIABILITY
CG 73 00 01 19

SUMMARY OF COVERAGES (including index)

This is a summary of the various additional coverages and coverage modifications provided by this endorsement. No coverage is provided by this summary. Refer to the actual endorsement (Pages **3**-through-**9**) for changes affecting your insurance protection.

DESCRIPTION	PAGE FOUND
Additional Insureds - Primary and Non-Contributory Provision	Page 8
Blanket Additional Insureds - As Required By Contract	Page 5
• Owners, Lessees or Contractors (includes Architects, Engineers or Surveyors • Lessors of Leased Equipment • Managers or Lessors of Premises • Mortgagees, Assignees and Receivers • Any Other person or organization other than a joint venture • Grantors of Permits	
Broad Form Vendors Coverage	Page 7
Damage To Premises Rented To You (Including Fire, Lightning or Explosion)	Page 3
Electronic Data Liability ($100,000)	Page 4
Employee Definition Amended	Page 9
Employees As Insureds Modified	Page 5
Employer's Liability Exclusion Amended (Not applicable in New York)	Page 3
Incidental Malpractice Exclusion modified	Page 7
Knowledge of Occurrence, Claim, Suit or Loss	Page 7
Liberalization Clause	Page 8
Mental Anguish Amendment (Not applicable to New York)	Page 9
Newly Formed or Acquired Organizations	Page 5
Non-Owned Aircraft	Page 3
Non-Owned Watercraft (under 60 feet)	Page 3
Not-for-profit Members - as additional insureds	Page 5
Personal And Advertising Injury - Discrimination Amendment (Not applicable in New York)	Page 8
Products Amendment (Medical Payments)	Page 4
Supplementary Payments Amended - Bail Bonds ($5,000) and Loss of Earnings ($1,000)	Page 4
Two or More Coverage Parts or Policies Issued By Us	Page 8
Unintentional Failure to Disclose Hazards	Page 8
Waiver of Transfer of Rights of Recovery (subrogation)	Page 8
When Two or More Coverage Parts of this Policy Apply to a Loss	Page 3

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General Liability Extension Endorsement

COMMERCIAL GENERAL LIABILITY
CG 73 00 01 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies the insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The **SECTIONS** of the Commercial General Liability Coverage Form identified in this endorsement will be amended as shown below. However, **if (a) two or more Coverage Parts of this policy, or (b) two or more forms or endorsements within the same Coverage Part apply to a loss,** coverage provision(s) with the broadest language will apply, unless specifically stated otherwise within the particular amendment covering that loss.

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

COVERAGES - Amendments

SECTION I - COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY

EXCLUSIONS

Employer's Liability Amendment

(This provision is not applicable in the State of New York).

The following is added to Exclusion **e. Employer's Liability** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions:**

This exclusion also does not apply to any "temporary worker".

Non-Owned Aircraft, Auto or Watercraft

A. Paragraph **(2)** of Exclusion **g. Aircraft, Auto Or Watercraft** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions** is deleted in its entirety and replaced with the following:

(2) A watercraft you do not own that is:

(a) Less than 26 feet long and not being used to carry persons or property for a charge; or

(b) At least 26 feet, but less than 60 feet long, and not being used to carry persons or property for a charge. Any person is an insured who uses or is responsible for the use of such watercraft with your expressed or implied consent. However, if the insured has any other valid and collectible insurance for "bodily injury" or "property damage" that would be covered under this provision, or on any other basis, this coverage is then excess, and subject to Condition **4. Other Insurance, b. Excess Insurance** under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS.**

B. The following is added to Exclusion **g. Aircraft, Auto Or Watercraft** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions:**

This exclusion does not apply to:

(6) Any aircraft, not owned or operated by any insured, which is hired, chartered or loaned with a paid crew. However, if the insured has any other valid and collectible insurance for "bodily injury" or "property damage" that would be covered under this provision, or on any other basis, this coverage is then excess, and subject to Condition **4. Other Insurance, b. Excess Insurance** under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS.**

Damage To Premises Rented to You

A. The last paragraph of Paragraph **2. Exclusions** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE** is deleted in its entirety and replaced with the following:

Exclusions **c. through n.** do not apply to damage by fire, lightning or explosion to premises rented to you or temporarily occupied by you with the permission of the owner. A separate limit of insurance applies to this coverage as described in **SECTION III - LIMITS OF INSURANCE.**

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B. Paragraph **6.** under **SECTION III - LIMITS OF INSURANCE** is deleted in its entirety and replaced with the following:

6. Subject to Paragraph **5.** above, the most we will pay under **COVERAGE A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage caused by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner, for all such damage caused by fire, lightning or explosion proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of the three, is the amount shown in the Declarations for the Damage To Premises Rented To You Limit.

C. Paragraph **a.** of Definition **9.** "Insured contract" under **SECTION V - DEFINITIONS** is deleted in its entirety and replaced with the following:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with the permission of the owner is not an "insured contract";

Electronic Data Liability

A. Exclusion **p. Access or Disclosure Of Confidential Or Personal Information And Data-related Liability** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions** is deleted in its entirety and replaced by the following:

p. Access or Disclosure Of Confidential Or Personal Information And Data-related Liability

Damages arising out of:

(1) Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information or any other type of nonpublic information; or

(2) The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data" that does not result from physical injury to tangible property.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraph **(1)** or **(2)** above.

B. The following paragraph is added to **SECTION III - LIMITS OF INSURANCE:**

Subject to **5.** above, the most we will pay under **COVERAGE A** for "property damage" because of all loss of "electronic data" arising out of any one "occurrence" is a sub-limit of $100,000.

SECTION I - COVERAGE C MEDICAL PAYMENTS

EXCLUSIONS

Any Insured Amendment

Exclusion **a. Any Insured** under **COVERAGE C MEDICAL PAYMENTS, 2. Exclusions** is deleted in its entirety and replaced with the following:

a. Any Insured

To any insured.

This exclusion does not apply to:

(1) "Not-for-profit members";

(2) "Golfing facility" members who are not paid a fee, salary, or other compensation; or

(3) "Volunteer workers".

This exclusion exception does not apply if **COVERAGE C MEDICAL PAYMENTS** is excluded by another endorsement to this Coverage Part.

Product Amendment

Exclusion **f. Products-Completed Operations Hazard** under **COVERAGE C MEDICAL PAYMENTS, 2. Exclusions** is deleted in its entirety and replaced with the following:

f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

This exclusion does not apply to "your products" sold for use or consumption on your premises, while such products are still on your premises.

This exclusion exception, does not apply if **COVERAGE C MEDICAL PAYMENTS** is excluded by another endorsement to this Coverage Part.

SECTION I - SUPPLEMENTARY PAYMENTS - COVERAGES A AND B

Expenses For Bail Bonds And Loss Of Earnings

A. Subparagraph **1.b.** under **SUPPLEMENTARY PAYMENTS - COVERAGES A AND B** is deleted in its entirety and replaced with the following:

b. Up to $5,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

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B. Subparagraph **1.d.** under **SUPPLEMENTARY PAYMENTS - COVERAGES A AND B** is deleted in its entirety and replaced with the following:

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $1,000 a day because of time off from work.

SECTION II - WHO IS AN INSURED - Amendments

Not-for-Profit Organization Members

The following paragraph is added to **SECTION II - WHO IS AN INSURED:**

If you are an organization other than a partnership, joint venture, or a limited liability company, and you are a not-for-profit organization, the following are included as additional insureds:

1. Your officials;

2. Your trustees;

3. Your members;

4. Your board members;

5. Your commission members;

6. Your agency members;

7. Your insurance managers;

8. Your elective or appointed officers; and

9. Your "not-for-profit members".

However only with respect to their liability for your activities or activities they perform on your behalf.

Employees As Insureds Modified

A. Subparagraph **2.a.(1)(a)** under **SECTION II - WHO IS AN INSURED** does not apply to "bodily injury" to a "temporary worker" caused by a co-"employee" who is not a "temporary worker".

B. Subparagraph **2.a.(2)** under **SECTION II - WHO IS AN INSURED** does not apply to "property damage" to the property of a "temporary worker" or "volunteer worker" caused by a co-"employee" who is not a "temporary worker" or "volunteer worker".

C. Subparagraph **2.a.(1)(d)** under **SECTION II - WHO IS AN INSURED** does not apply to "bodily injury" caused by cardio-pulmonary resuscitation or first aid services administered by a co-"employee ".

With respect to this provision only, Subparagraph **(1)** of Exclusion **2. e. Employer's Liability** under **SECTION I - COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** does not apply.

Newly Formed Or Acquired Organizations

A. Subparagraph **3.a.** under **SECTION II - WHO IS AN INSURED** is deleted in its entirety and replaced with the following:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier. However, **COVERAGE A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization.

B. The following paragraph is added to **SECTION II - WHO IS AN INSURED,** Paragraph **3:**

If you are engaged in the business of construction of dwellings three stories or less in height, or other buildings three stories or less in height and less than 25,000 square feet in area, you will also be an insured with respect to "your work" only, for the period of time described above, for your liability arising out of the conduct of any partnership or joint venture of which you are or were a member, even if that partnership or joint venture is not shown as a Named Insured. However, this provision only applies if you maintain or maintained an interest of at least fifty percent in that partnership or joint venture for the period of that partnership or joint venture.

This provision does not apply to any partnership or joint venture that has been dissolved or otherwise ceased to function for more than thirty-six months.

With respect to the insurance provided by this provision, **Newly Formed or Acquired Organizations**, the following is added to **SECTION IV - COMMERCIAL GENERAL LIABILITY**, Paragraph **4. Other Insurance,** Subparagraph **b. Excess Insurance:**

The insurance provided by this provision, **Newly Formed or Acquired Organizations,** is excess over any other insurance available to the insured, whether primary, excess, contingent or on any other basis.

(All other provisions of this section remain unchanged)

Blanket Additional Insureds - As Required By Contract

Subject to the **Primary and Non-Contributory** provision set forth in this endorsement, **SECTION II - WHO IS AN INSURED** is amended to include as an additional insured:

A. Owners, Lessees or Contractors/Architects, Engineers and Surveyors

1. Any person or organization for whom you are performing operations when you and such person or organization have agreed in a written contract, written agreement or written permit that such person or organization be added as an additional insured on your commercial general liability policy; and

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2. Any other person or organization, including any architects, engineers or surveyors not engaged by you, whom you are required to add as an additional insured under your policy in the contract or agreement in Paragraph **1.** above:

Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

a. Your acts or omissions; or

b. The acts of omissions of those acting on your behalf;

in the performance of your ongoing operations performed for the additional insured in Paragraph **1.,** above.

However, this insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services by or for you, including:

a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and

b. Supervisory, inspection, architectural or engineering activities.

Professional services do not include services within construction means, methods, techniques, sequences and procedures employed by you in connection with your operations in your capacity as a construction contractor.

A person or organization's status as an additional insured under this endorsement ends when your operations for the person or organization described in Paragraph **1.** above are completed.

B. Other Additional Insureds

Any of the following persons or organizations with whom you have agreed in a written contract, written agreement or written permit that such persons or organizations be added as an additional insured on your commercial general liability policy:

1. Lessors of Leased Equipment

Any person or organization from whom you lease equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

2. Managers or Lessors of Premises

Any person or organization from whom you lease premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you.

This insurance does not apply to any "occurrence" which takes place after you cease to be a tenant of that premises.

3. Mortgagees, Assignees or Receivers

Any person or organization with respect to their liability as mortgagee, assignee or receiver and arising out of the ownership, maintenance or use of your premises.

This insurance does not apply to any "occurrence" which takes place after the mortgage is satisfied, or the assignment or receivership ends.

4. Any Person or Organization Other Than A Joint Venture

Any person or organization (other than a joint venture of which you are a member), but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts of omissions of those acting on your behalf in the performance of your ongoing operations or in connection with property owned by you.

5. State or Governmental Agency or Political Subdivision - Permits or Authorizations

Any state or governmental agency or subdivision or political subdivision, but only with respect to:

a. Operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization; or

b. The following hazards for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:

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(1) The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures;

(2) The construction, erection or removal of elevators; or

(3) The ownership, maintenance or use of any elevators covered by this insurance.

This insurance does not apply to:

(a) "Bodily injury" or "property damage" arising out of operations performed for the federal government, state or municipality; or

(b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

With respect to Paragraphs **2.** through **4.**, this insurance does not apply to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

The provisions of this coverage extension do not apply unless the written contract or written agreement has been signed by the Named Insured or written permit issued prior to the "bodily injury" or "property damage" or "personal and advertising injury".

Broad Form Vendors Coverage

Subject to the **Primary and Non-Contributory** provision set forth in this endorsement, **SECTION II - WHO IS AN INSURED** is amended to include as an additional insured any person or organization (referred to below as vendor) for whom you have agreed in a written contract or written agreement to provide coverage as an additional insured under your policy. Such person or organization is an additional insured only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business. However, the insurance afforded the vendor does not apply to:

a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement; however this exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

b. Any express warranty unauthorized by you;

c. Any physical or chemical change in the product made intentionally by the vendor;

d. Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business in connection with the sale of the product; or

f. Products which, after distribution or sale by you, have been labeled or re-labeled or used as a container, part of ingredient of any other thing or substance by or for the vendor; however this insurance does not apply to any insured person or organization, from who you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

The provisions of this coverage extension do not apply unless the written contract or written agreement has been signed by the Named Insured prior to the "bodily injury" or "property damage".

Incidental Malpractice

Subparagraph **2.a.(1)(d)** under **SECTION II - WHO IS AN INSURED** is deleted in its entirety and replaced with the following:

(d) Arising out of his or her providing or failing to provide professional health care services.

This does not apply to nurses, emergency medical technicians or paramedics if you are not in the business or occupation of providing any such professional services.

This also does not apply to "bodily injury" caused by cardio-pulmonary resuscitation or first aid services administered by a co-"employee".

This provision does not apply if you are a Social Service or Senior Living risk.

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS - Amendments

Knowledge Of Occurrence, Claim, Suit Or Loss

The following is added to Paragraph **2. Duties in the Event of Occurrence, Offense, Claim or Suit** under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:**

The requirements under this paragraph do not apply until after the "occurrence" or offense is known to:

1. You, if you are an individual;

2. A partner, if you are a partnership;

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3. An "executive officer" or insurance manager, if you are a corporation;
4. Your members, managers or insurance manager, if you are a limited liability company; or
5. Your elected or appointed officials, officers, members, trustees, board members, commission members, agency members, or your administrator or your insurance manager if you are an organization other than a partnership, joint venture, or limited liability company.

Primary and Non-Contributory Provision

The following is added to Paragraph **4. Other Insurance, b. Excess Insurance** under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:**

This insurance is primary to and we will not seek contribution from any other insurance available to an additional insured under this policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in a written contract, written agreement or written permit that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

Unintentional Failure To Disclose Hazards

The following is added to Paragraph **6. Representations** under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:**

However, if you should unintentionally fail to disclose any existing hazards in your representations to us at the inception date of the policy, or during the policy period in connection with any additional hazards, we shall not deny coverage under this Coverage Part based upon such failure to disclose hazards.

Waiver Of Transfer Of Rights Of Recovery

The following is added to Paragraph **8. Transfer of Rights Of Recovery Against Others To Us** under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:**

We will waive any right of recovery we may have against a person or organization because of payments we make for "bodily injury" or "property damage" arising out of your ongoing operations or "your work" done under a written contract or written agreement and included in the "products-completed operations hazard", if:

1. You have agreed to waive any right of recovery against that person or organization in a written contract or written agreement;
2. Such person or organization is an additional insured on your policy; or
3. You have assumed the liability of that person or organization in that same contract, and it is an "insured contract".

The section above only applies to that person or organization identified above, and only if the "bodily injury" or "property damage" occurs subsequent to the execution of the written contract or written agreement.

Liberalization

The following condition is added to **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:**

If we revise this Coverage Part to provide more coverage without additional premium charge, subject to our filed company rules, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

Two or More Coverage Parts or Policies Issued By Us

(This provision is not Applicable in the state of New York or Wisconsin).

The following condition is added to **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:**

It is our intention that the various coverage parts or policies issued to you by us, or any company affiliated with us, do not provide any duplication or overlap of coverage. We have exercised diligence to draft our coverage parts and policies to reflect this intention. However, if the facts and circumstances that will respond to any claim or "suit" give rise to actual or claimed duplication or overlap of coverage between the various coverage parts or policies issued to you by us or any company affiliated with us, the limit of insurance under all such coverage parts or policies combined shall not exceed the highest applicable limit under this coverage, or any one of the other coverage forms or policies.

This condition does not apply to any Excess or Umbrella policy issued by us specifically to apply as excess insurance over this coverage part or policy to which this coverage part is attached.

SECTION V - DEFINITIONS

Discrimination

(This provision does not apply in New York).

A. The following is added to Definition **14.** "Personal and advertising injury":

"Personal and advertising injury" also means "discrimination" that results in injury to the feelings or reputation of a natural person, however only if such "discrimination" or humiliation is:

1. Not done by or at the direction of:
   a. The insured; or

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b. Anyone considered an insured under **SECTION II - WHO IS AN INSURED;**

2. Not done intentionally to cause harm to another person.

3. Not directly or indirectly related to the employment, prospective employment or termination of employment of any person or persons by any insured.

4. Not arising out of any "advertisement" by the insured.

B. The following definition is added to **SECTION V - DEFINITIONS:**

"Discrimination" means:

a. Any act or conduct that would be considered discrimination under any applicable federal, state, or local statute, ordinance or law;

b. Any act or conduct that results in disparate treatment of, or has disparate impact on, a person, because of that person's race, religion, gender, sexual orientation, age, disability or physical impairment; or

c. Any act or conduct characterized or interpreted as discrimination by a person based on that person's race, religion, gender, sexual orientation, age, disability or physical impairment.

It does not include acts or conduct characterized or interpreted as sexual intimidation or sexual harassment, or intimidation or harassment based on a person's gender.

Electronic Data

The following definition is added to **SECTION V - DEFINITIONS:**

"Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cell, data processing devices or any other media which are used with electronically controlled equipment. For the purpose of the Electronic Data Liability coverage provided by this endorsement, Definition **17.** "Property damage" is deleted in its entirety and replaced by the following:

17. "Property damage" means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or

b. Loss of, loss of use of, damage to, corruption of, inability to access, or inability to properly manipulate "electronic data", resulting from physical injury to tangible property. All such loss of "electronic data" shall be deemed to occur at the time of the "occurrence" that caused it.

For the purpose of the Electronic Data Liability coverage provided by this endorsement, "electronic data" is not tangible property.

Employee Amendment

Definition **5.** "Employee" under **SECTION V - DEFINITIONS** is deleted in its entirety and replaced by the following:

5. "Employee" includes a "leased worker", or a "temporary worker". If you are a School, "Employee" also includes a student teacher.

Golfing Facility

The following definition is added to **SECTION V - DEFINITIONS:**

"Golfing facility" means a golf course, golf club, driving range, or miniature golf course.

Mental Anguish Amendment

(This provision does not apply in New York).

Definition **3.** "Bodily injury" under **SECTION V - DEFINITIONS** is deleted in its entirety and replaced with the following:

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time. This includes mental anguish resulting from any bodily injury, sickness or disease sustained by a person. (In New York, mental anguish has been determined to be "bodily injury").

Not-for-profit Member

The following definition is added to **SECTION V - DEFINITIONS:**

"Not-for-profit member" means a person who is a member of a not-for-profit organization, including clubs and churches, who receives no financial or other compensation.

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

OWNER:

FULTON COUNTY, GEORGIA

DocuSigned by:
Robert L. Pitts
BA715B1A26544E7...

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST:

DocuSigned by:
Tonya R. Grier
EEC476C4837648D...

Tonya R. Grier
Clerk to the Commission

DocuSigned by:

(Affix County Seal)

CONTRACTOR:

VENDOR NAME **Champions Community Foundation**

DocuSigned by: Name of Signatory: Richard J Thompson
Richard Thompson Title of Signatory: Executive Director
54915D785012433...

Authorized Signature

ATTEST:

DocuSigned by: Name of 2nd Signatory: **Helen B Caudill**
Helen Caudill Title of 2nd Signatory: **Chief Operating Officer**
1535659C95D24D5...

Second Authorized Signature

(Affix Corporate Seal, if applicable)

APPROVED AS TO FORM:

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

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FULTON COUNTY

CONTRACT DOCUMENTS

FOR

REQUEST FOR PROPOSAL 24RFP013124C-MH

2024 CONSOLIDATED COMMUNITY SERVICES PROGRAM

FOR

DEPARTMENT OF COMMUNITY DEVELOPMENT

OF

FULTON COUNTY, GEORGIA

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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 **Essential2Life** (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:

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ARTICLE 3. COMPENSATION FOR SERVICES

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ARTICLE 12. SEVERABILITY OF TERMS

ARTICLE 13. PRECEDENCE OF AGREEMENT

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ARTICLE I - PARTIES AND TERM:

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

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

(c) Nothing contained in this Agreement shall be 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: In school Afterschool Out of School Programs to help bring up academic...

Disabilities: Not Applicable

Economic Stability: Not Applicable

Health and Wellness: Not Applicable

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Homelessness: Not Applicable

Senior Services: Not Applicable

Veterans Services: Not Applicable

Essential2Life, FIFTEEN Program - at-risk youth leadership and life skills development program for South Atlanta 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
Bellwood Boys & Girls Club	777 Donald Lee Hollowell Pkwy	Atlanta	Georgia	30318	4	3,4,5
Georgia Tech	North Avenue	Atlanta	GA	30332	4	3,4,5
RICE Center (Russell Innovation Center for Entrepreneurs)	504 Fair St. SW	Atlanta	GA	30313	4	3,4,5

Approach and Design:

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Essential2Life, FIFTEEN Program - at-risk youth leadership and life skills development program for South Atlanta will provide services to **25** clients that reside in Fulton County, with CCSP funding.

Essential2Life, will provide the following activities and services in Fulton County with CCSP funding:

E2l Supports the "All People are Self-Sufficient" goal and at least 2 funding priorities – "out of school programming to increase academic and social/behavioral issues," and "improved access to economic opportunities, programs, and resources focused on foundational educational, career exploration, and coaching to re-engage students."

Pg 3-4:

Economic Stability: Fewer residents live in poverty More residents are economically self-sufficient and Percentage of public-school students within Fulton County that graduate high school on time.

Pg 15:

Afterschool/ Out of School Programs to help bring up academic and social/behavioral levels of school-aged youth (afterschool programming, enrichment programs, tutoring, summer camps, camps during school breaks)

Ensure Safety and Justice by providing alternatives to activities and contributing factors that lead to unhealthy behaviors in children and youth: (Truancy; Student mobility and homelessness; Sexual activity; Vaping; Drug and alcohol abuse; Eating disorders; Cyberbullying and bullying; Juvenile Crimes; Violence in media and culture; Internet and social media addiction).

Training/Job Development/Employment which leads to self-sufficiency.

Access to and support for educational resources (GED testing, college / vocational school scholarships and partnerships)

Improved access to economic opportunities, programs and resources focused on foundational education, career exploration, and coaching to re-engage youth and provide job-readiness skills for employment.

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E2L's FIFTEEN program ensures that program graduates achieve high school graduation, attend post-secondary school and graduate debt free, find a meaningful and successful career, and develop the life skills necessary to be leaders in their communities. Through a 3 year commitment, the FIFTEEN Program engages students in collaborative exercises to deliver a deep understanding of skills. E2L tailors it's services to meet the specific needs of the community using knowledge gained through years of experience and community analyses. E2L developed programming to address a gap in Atlanta public schools that hinders the academic achievement, cultivation of creativity, and life skill development of low-income students. E2L develops emerging leaders, entrepreneurs, and successful future professionals among high-risk students who may otherwise be stuck in the cycle of poverty, crime, and a lack of purpose.

Research shows that disconnected youth or Opportunity youth, youth who are not connected to school, community activities, or employment, are often difficult to re-engage; however, E2L works from a relational model in which trust and respect is built in order to obtain overall program outcomes. Strong programming, with the FIFTEEN Program, features robust links between education, training, and the 21st century job market; project-based and experiential learning; both hard and soft skill building; the use of youth development approaches; comprehensive support services; and support after programs end.

E2L has researched and developed a model-based curriculum, One Degree Curriculum, that engages and empowers these at-risk high school students through activities that encourage and foster creativity while providing these youth with the support and resources needed to strengthen and promote self-sufficiency. Research shows that positive role models play a vital role in influencing good choices, decreasing risky behaviors, and fortifying positive outcomes for at-risk youth. The FIFTEEN Program ensures that participants have mentors throughout their three-year involvement in the program. In certain components, E2L invites community leaders to speak to and engage with participants, inspires students to take leadership roles in community organizations, and organizes tours of local businesses to understand how they work. Through its model programming, E2L teaches its participants ingenuity, tenacity, public-speaking skills, personal responsibility, and many other skills needed to succeed as individuals, in school, at home, and throughout life.

Through this 3 year commitment, the FIFTEEN Program engages students in collaborative exercises to deliver a deep understanding of skills from the evidence-based One Degree Curriculum, which is built upon a foundation of solid educational research that embraces the fundamental principles of the National After-school Association. One Degree promotes Research-

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Based Learning, Holistic Student Development, Learning Communities, and Experiential Learning. E2L curriculum topics include 1) leadership and life skills, 2) service learning, 3) life planning (career and college), 4) financial literacy, 5) conflict management, 6) character development, 7) self-help, and 8) personal discipline. Through this curriculum with a robust and solid mentoring component, E2L equips students to become leaders by teaching them social responsibility, self-awareness, servant-leadership, and life skills – disciplines that prepare them for critical 21st century educational attainment and career success.

Strong programming, such as the FIFTEEN program, feature strong links between education, training, and the job market; the use of youth development approaches; comprehensive support services; and support after programs end. Program activities include:

-Building leadership skills, communication skills, life skills, and teamwork

-Fostering leadership and teamwork through community service projects

-Opportunities to interact with influential community members, coaches, and communicators

-Field trips to cultural institutions in metro Atlanta

-College tours to area universities

-Post-Secondary School Education (college vs trade school vs military, college selection, application process, SAT/ACT test prep, cost of attendance, financial support, etc.)

-Career Planning (career choices, career aptitude testing, education requirements, etc.)

-Personal Finance (budgeting, bank accounts, types of debt, insurance, housing, and transportation costs, saving for the long term, etc.)

-Workforce readiness (resume writing, internships, interviewing skills, etc.)

-Creation of a life plan

-Attendance at the annual summer retreat/end of year trip

E2L's plan to implement the activities to achieve the objective and purpose includes working closely with counselors and teachers, who nominate sophomore students during the fall semester. E2L accepts applications and carefully choses new program participants through a three-stage interviews process. E2L's incoming sophomore class will include 30 new participants. The selection process focuses on students who are teetering on the edge of success and failure.

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E2L's Executive Director will work closely with the Program Director and volunteers, who have committed to mentor the youth for 3 years. The Program Director will secure a space on the Georgia Tech campus to hold bi-weekly Saturday classes. The Executive Director will work with local community partners to arrange field trips to local businesses, community leaders who will lead sessions or give speeches. Program curriculum has been developed in semester blocks to be given bi-weekly by volunteer/mentor with the support of the Program Director. The Program Director will work with volunteer/mentor to conduct pre-survey, gather student records including report cards and behavior scores, school counselors, and interview the students and their families in order to develop an Individualized Plan, which are created with goals unique to each student. Plans are kept and reviewed by program staff and volunteers.

Fifteen Program objectives include:

- To reduce the number of student dropouts from high school by 100% amongst E2L program participants as measured by school attendance

- To increase the number of students in E2L programming that will go directly onto college (or other post-secondary program) to 90% of program participants as measured by acceptance into post-secondary program

- To increase at least 90% of students' GPA or improve their grades by 10% as measured by repost cards

- To increase demonstrated life and soft skills mastery in at least 3 new skills in 90% of students in E2L programing as evidenced by pre- and post-tests

Community Partners - range from the schools E2L partners with - 4 of them in Fulton County and 3 in Cobb - Maynard Jackson High School, South Atlanta High School, Frederick Douglass High School, and Banneker High School in Fulton County and Osborne High School, Campbell High School, and South Cobb High School in Cobb County. Georgia Tech and the Russell Innovation Center are also a critical partner as the host site for the bi-weekly sessions throughout the year. Earlier in 2023, E2L and Ser Familia (a community-based nonprofit serving Latino families and the unique situations they face) partnered to bring culturally proficient services to youth in the high schools in the Fair Oaks community footprint in Cobb County – one of the poorest and lowest-resourced areas in the area. This partnership is part of a long term, place-based effort (launched by Ser Familia and the Community Foundation for Greater Atlanta) to bring about community development and overall revitalization to this neighborhood. Other community partners include Project Hope, 100 Black Men, Ser Familia, Chick Fil A, and Boys and Girls

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Clubs. E2L is also working to leverage its track record of student success, evidence-based approach, and community partnerships to engage the local foundation community to support the program's development and growth. A multitude of funders are both short term and long-term supporters of these initiatives.

Designation of CSP Funds:

Based on the awarded amount of **$35,000.00,** 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.

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Cost Category	Designation of CCSP Funding Award
Administrative (5% Admin max of funds awarded.)	$1,750.00
Operational	$5,750.00
Direct Services	$27,500.00
Total	$35,000.00

Explanation of Funding Details:

Direct Service support breaks down in the following way:

Student Transportation

Portion from Fulton County - $5500 = less than half the costs to transport the youth to and from programming. Bus tokens, bus rides, fuel, etc. This amount is based on previous years' experience

Field Trips

Portion from Fulton County - $7500 the costs for currently arranged field trips to local venues like the Atlanta History Center, the Civil Rights Museums, business, and industry leaders. These trips are sparse but necessary for youth to experience and learn about the world around them. Many times, E2L students have never been outside of their own community to experience anything else. Also, it helps them become interested in their community as well as careers and jobs within it.

Space Rental @ Ga Tech-$3500.00

Food & Snacks for Students-$4500.00

Program Materials $3000.00

Speakers & Presenters for Workshops-$3500.00

TOTAL DIRECT SERVICES: $27,500

Operational (Indirect Costs)

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Fulton Co

Public relations and Marketing

Portion from Fulton County - $2250 - the cost to help with outreach efforts to students in need and to monitor and track data and outcomes

Planning and Evaluation Costs

Portion from Fulton County - $3500

TOTAL OPERATIONAL: $5750.00

Administrative Costs:

Fulton County

Executive Director Salary and taxes $57,000+$4,557=$61,557

Portion from Fulton County - $875.00

Program Coordinator Salary and taxes $29,800+$2,343=$32,143

Portion from Fulton County - $875.00

Fulton Co

Admin $2300

Portion from Fulton County - $1750.00

TOTAL ADMIN: $1750.00

TOTAL ASK from Fulton County

Direct Services : $27,500.00

Operational: $5750.00

Admin: $1750.00

GRAND TOTAL from Fulton County = $35,000

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Program Performance Measures:

Essential2Life 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 families attending support sessions and family engagement opportunities,Number of school-aged youth engaged in/benefiting from In school/ Afterschool/ Out of School Programs...,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:

The FIFTEEN program started in the fall of 2006, with the first class graduating in 2009. To date, over 600 students have graduated from the program and were provided with the skills and self-determination to overcome the barriers that prevent them from achieving education and career success. In addition to achieving a 100% high school graduation rate thus far, meaning every student completing the program has graduated, 90% participants have enrolled in post-secondary education, entered a vocational training/job placement program, or joined the military immediately following high school.

As a result of overall day-to-day program operations and data analysis, Essentail2Life pursues continuous quality improvement. Every major activity includes a formal debriefing with staff and

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volunteers involved define process improvements and any potential changes. E2L's board is very active and engaged; board members review documents, programs, and processes on a regular and ongoing basis. Agency staff members are well-qualified, dedicated, and involved in all aspects of program development, planning, and evaluation.

E2L uses an outcomes-based evaluation model to measure success and make adjustments. Key measurements include number of life and soft skills achieved, current academic standing, graduating from high school, pursuing college or military placement, and developing a post high school education plan to direct their future. Data is gathered monthly and compiled for analysis and trends. Source data is obtained from pre-surveys, student records including report cards and behavior scores, school counselors, and interviews with the students and their families.

Program goals include to ensure that program graduates achieve high school graduation, attend post-secondary school and graduate debt free, find a meaningful and successful career, and develop the life skills necessary to be leaders in their communities. FIFTEEN program objectives include:

- To reduce the number of student dropouts from high school by at least 90% amongst E2L program participants as measured by school attendance
- To increase the number of students in E2L programming that will go directly onto college (or other post-secondary program) to 90% of program participants as measured by acceptance into post-secondary program
- To increase at least 90% of students' GPA or improve their grades by 10% as measured by repost cards
- To decrease the number of young people who touch the justice system or get in trouble at school
- To increase demonstrated life and soft skills mastery in at least 3 new skills in 90% of students in E2L programming as evidenced by pre- and post-tests
- Children and Youth Services - Number of public school students who are reading at grade level in 3rd, 5th, and 8th grade, Children and Youth Services - Number of public school students who are proficient in math at grade level 3 and 5, Children and Youth Services - Number of public high school students who are on track to graduate high school on time, Children and Youth Services - Number of youth involved with or at risk for involvement with the Juvenile Justice System who demonstrate decreased

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or no delinquent behaviors (i.e. truancy, in school suspension, out of school suspension, etc.)

The programming also provides for alternatives to risky behaviors and crime prevention by keeping kids out of trouble.

Major Milestones & Schedule (13.2)

Services are ongoing and will continue upon receipt of funding.

Milestone	**Date(s)/Timeframe**
Awarded Funding	Jan 2024
2nd Semester for FY 22-23 of FIFTEEN programming begins	Beginning of January
Evaluate/Assess students (pretests and where they are on life plans)	Beginning to mid-January
Adjust Life Plans	Weekly, monthly, as needed
FIFTEEN program Sessions	Weekly
Mentoring Sessions	Ongoing
Field Trips, Enrichment sessions, tours of campuses/businesses	Spring 2024
End of Year Retreat	June 2024
Post Test Students	June 2024

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Interim report to Fulton County	June 2024
Review and update sessions, calendar, materials, curriculum, etc.	Summer 2024
Recruit FY23-24 class of students	Aug/Sept 2024
1st Semester for FY 23-24 of FIFTEEN programming begins	Sept 2024
Evaluate/Assess students (pretests and where they are on life plans)	Sept 2024
Adjust Life Plans	Weekly, monthly, as needed
FIFTEEN program Sessions	Weekly
Mentoring Sessions	Ongoing
Field Trips, Enrichment sessions, tours of campuses/businesses	Fall 2024
Post Test Students	December 2024
End of 1st Semester FY2023-24	December 2024
End of Project Report to Fulton County	December 2024
Financial Report to Fulton County	Monthly

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Agency Defined Performance Measure(s):

0.0

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."**

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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).

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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 **$35,000.00.**

(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.

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(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

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To Contractor:

Essential2Life
PO Box 620053
Atlanta, Georgia 30362

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.

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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.

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(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 **Essential2Life**, 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

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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.

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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

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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.

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STATE OF GEORGIA

COUNTY OF FULTON

FORM F: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services[1] under a contract with **[insert name of prime contractor (Agency)]** Essential Life 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.

168151
EEV/Basic Pilot Program* User Identification Number

Essential Life, 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

Darrick Graham
Printed Name of Authorized Officer or Agent of Contractor

Sworn to and subscribed before me this 22nd day of February, 2024

Notary Public:

County: Gwinnett

Commission Expires: Aug 29, 2026

DORIS XIMENA PENAGOS
NOTARY PUBLIC
Gwinnett County
State of Georgia
My Comm. Expires Aug. 29, 2026

[1]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.

[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].

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STATE OF GEORGIA

COUNTY OF FULTON

FORM G: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services[3] under a contract with **[insert name of prime contractor (Agency)]** Essential 2 Life, INC on behalf of **Fulton County Government** has registered with and is participating in a federal work authorization program*,[4] in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

168 3151
EEV/Basic Pilot Program* User Identification Number of Subcontractor

Essential 2 Life, INC.
Name of Subcontractor (Individual/Agency)

BY: Authorized Signature Officer or Agent of Subcontractor

Executive Director
Title of Authorized Officer or Agent of Subcontractor

Darrick Graham
Printed Name of Authorized Officer or Agent of Subcontractor

Sworn to and subscribed before me this 22nd day of February, 2024.

Notary Public:

County: Gwinnett

Commission Expires: Aug 29, 2026

DORIS XIMENA PENAGOS
NOTARY PUBLIC
Gwinnett County
State of Georgia
My Comm. Expires Aug. 29, 2026

[3]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.

[4]*[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].

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/26/2024

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	**CONTACT NAME:** Customer Service
CM Solutions Insurance Agency	**PHONE (A/C, No, Ext):** (800) 554-2642 **FAX (A/C, No):** (715) 539-4958
3000 Schuster Lane	**E-MAIL ADDRESS:** CustomerService@ChurchMutual.com
PO Box 767	**INSURER(S) AFFORDING COVERAGE** / **NAIC #**
Merrill WI 54452	**INSURER A :** WESCO Insurance Company 25011
INSURED	**INSURER B :**
ESSENTIAL 2 LIFE INC	**INSURER C :**
PO BOX 620053	**INSURER D :**
	INSURER E :
ATLANTA GA 30332	**INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** CL2352604035 **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	[X] **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y		WPP1849672 03	01/12/2024	01/12/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Sexual Abuse/Molstatn	$ 1,000,000 $ 1,000,000 $ 5,000 $ 1,000,000 $ 3,000,000 $ 3,000,000 $ 1,000,000
A	**AUTOMOBILE LIABILITY** [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			WPP1849672 03	01/12/2024	01/12/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	[ ] **UMBRELLA LIAB** [ ] OCCUR [X] **EXCESS LIAB** [X] CLAIMS-MADE [ ] DED [ ] RETENTION $			WUM1849675 03	01/12/2024	01/12/2025	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 3,000,000
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WWC3639203	04/01/2024	04/01/2025	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 500,000 $ 500,000 $ 500,000
A	Professional Liability	Y		WPP1849672 03	01/12/2024	01/12/2025	Each Limit Annual Aggregate	1,000,000 3,000,000

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

Evidence of General Liability, Excess/Umbrella Liability, and Workers' Compensation for a grant. Additional insured = Fulton County Government. Subject to the coverage provided by the referenced policy.

CERTIFICATE HOLDER

Fulton County Government
141 Pryor St. SW
Atlanta GA 30303-3408

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Rosetta Ford

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

OWNER:

FULTON COUNTY, GEORGIA

DocuSigned by:
Robert L. Pitts
BA715B1A26544E7...

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST:

DocuSigned by:
Tonya R. Grier
EEC476C4837648D...

Tonya R. Grier
Clerk to the Commission

DocuSigned by:

(Affix County Seal)

CONTRACTOR:

VENDOR NAME **Essentials2Life**

DocuSigned by: Name of Signatory: Darrick Graham
Title of Signatory: Executive Director
E97E5E5E1B414AB...

Authorized Signature

ATTEST:

DocuSigned by: Name of 2nd Signatory: **Brett Duke**
Title of 2nd Signatory: **Board Member**
E911B583DE25407...

Second Authorized Signature

(Affix Corporate Seal, if applicable)

APPROVED AS TO FORM:

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

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FULTON COUNTY

CONTRACT DOCUMENTS

FOR

REQUEST FOR PROPOSAL 24RFP013124C-MH

2024 CONSOLIDATED COMMUNITY SERVICES PROGRAM

FOR

DEPARTMENT OF COMMUNITY DEVELOPMENT

OF

FULTON COUNTY, GEORGIA

DocuSign Envelope ID: 2805AF12-25FE-4BD9-9DB9-9A33CB31435B

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 **Georgia Strategic Alliance for New Directions & Unified Policies, Inc. (Georgia STAND-UP)** (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:

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ARTICLE 6. TERMINATION OF AGREEMENT FOR CAUSE

ARTICLE 7. INDEPENDENT CONTRACTOR STATUS

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ARTICLE 9. AMENDMENTS AND MODIFICATIONS TO AGREEMENT

ARTICLE 10. SUBCONTRACTING

ARTICLE 11. ASSIGNABILITY

ARTICLE 12. SEVERABILITY OF TERMS

ARTICLE 13. PRECEDENCE OF AGREEMENT

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ARTICLE 15. CAPTIONS

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ARTICLE 17. JURISDICTION

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ARTICLE I - PARTIES AND TERM:

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

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

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

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

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

ARTICLE II - SCOPE OF CONTRACTOR'S DUTIES:

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

SCOPE OF WORK:

Consolidated Community Services Program (CCSP)

CCSP Service Category: Economic Stability/Poverty

CCSP Funding Priority(ies):

Children and Youth: Not Applicable

Disabilities: Not Applicable

Economic Stability: Emergency Financial Assistance inclusive of Rental and Mortgage assistance as well as Utility assistance,Improved access to economic opportunities

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programs/resources focused on foundational education...,Training Job Development Employment which leads to self sufficiency Ex offender support services...

Health and Wellness: Not Applicable

Homelessness: Not Applicable

Senior Services: Not Applicable

Veterans Services: Not Applicable

Georgia Strategic Alliance for New Directions & Unified Policies, Inc. (Georgia STAND-UP) , Build Up: Green Workforce Alliance 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
The Movement Center	2366 Sylvan Rd	Ste 1	GA	30344	4	4,5,6

Approach and Design:

Georgia Strategic Alliance for New Directions & Unified Policies, Inc. (Georgia STAND-UP) , Build Up: Green Workforce Alliance will provide services to **250** clients that reside in Fulton County, with CCSP funding.

Georgia Strategic Alliance for New Directions & Unified Policies, Inc. (Georgia STAND-UP) , will provide the following activities and services in Fulton County with CCSP funding:

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Years of disinvestment, lack of educational attainment, and general fraying of Southwest Atlanta's social fabric have resulted in populations largely unable to prepare for the green economy opportunities now emerging. The Build-Up: Green Workforce Alliance aims to enhance the availability and quality of job training for individuals from Southwest Atlanta's disadvantaged communities to ensure they are equipped with the skills and knowledge required to thrive in the burgeoning green economy. This program aims to improve access to economic opportunities and provide job-readiness skills and vocational training to support gainful employment. Through the practicum, the program seeks to promote wider access to and adoption of clean energy technologies within the social and cultural institutions of these areas. By doing so, the project aims to elevate community awareness and enthusiasm for clean energy and reduce the environmental and energy burdens these communities encounter.

Build-Up's sector-specific curriculum and practicum provide education and experience in energy efficiency analysis and data collection as well as electric vehicle charger and solar panel installation consultation. These industries are witnessing substantial private capital investment in Georgia and are also prioritized for public infrastructure funding through the Bipartisan Infrastructure Bill and associated federal initiatives. Build-Up strives to ensure that the economic opportunities presented by this wave of federal and private investment are accessible to minority workers and spur economic growth in historically neglected communities. Build-Up intends to serve as a regional training hub, building an ever expanding base of minority energy assessors and entrepreneurs to meet the needs of a growing market for such job skills as the transition to a zero-carbon economy accelerates.

Build-Up's workforce development program is meticulously crafted to provide sector-specific technical training, practical hands-on experience, development of essential soft skills, and entrepreneurial and career counseling. Each prep-apprenticeship cohort, lasting 6 weeks, concludes with participants earning education and experience that will enable them to pursue employment or entrepreneurial aspirations in the clean energy sector. Gemini Energy Solutions, a Black-owned enterprise specializing in energy efficiency technology, has supplied technical training for Build-Up's three program trainers. By leveraging the technical training provided by Gemini Energy Solutions, STAND-UP has developed a curriculum and practicum that are engaging and accessible to participants of all educational backgrounds.

The curriculum for the workforce development program will emphasize three pivotal sectors of green technology: energy efficiency and auditing, solar energy, and electric vehicle (EV) charging. This specialized training will be augmented by practical, hands-on sessions led by union partners, which will introduce the trainees to traditional trades. This multifaceted approach ensures that participants are well-versed in both emerging green technologies and foundational trade skills, fostering a comprehensive learning environment that prepares them for a diverse range of opportunities in the green economy. The program also incorporates soft skills development, entrepreneurial and career counseling, and provides training and certifications in OSHA10, CPR, and First Aid. These additional layers are crucial in molding well-rounded individuals who can seamlessly integrate into the workforce, adapt to diverse work environments, and navigate their career paths with foresight and resilience.

Build-Up's prep-apprenticeship program emphasizes the significance of practical learning, offering trainees hands-on experiences in various green technology sectors. Initial training efforts are designed to help identify energy consumption patterns, sources of waste, and potential savings to building owners. Under the guidance of the Build-Up trainers, participants will gain hands-on experience conducting energy audits in African American churches in Fulton County. As the historic site of social organizing and community building within the African American community, Build-Up deliberately chose these churches as the practicum's training sites in order to posture these existing community

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institutions as Clean Energy Hubs. Starting with high-visibility faith institutions in African American communities helps ensure that this historically underserved population will not be excluded from the transition to climate-resilient technologies. Leveraging the Clean Energy Hubs, STAND-UP aims to educate residents at high risk of PM2.5 and other environmental health factors and connect them to resources to mitigate this health disparity.

The Build-Up program aligns with three key Fulton County "Health and Human Services" Key Performance Indicators (KPIs), enhancing its impact on the community. Firstly, it contributes to the prevention of illness by promoting healthier behaviors through its focus on clean energy technologies. This initiative aims to reduce environmental health disparities, such as exposure to PM2.5, thereby fostering healthier outcomes in the community. Secondly, the program addresses the prevention of health disparities by educating residents about clean energy and providing hands-on experiences. This approach not only enhances awareness but also connects residents to resources that can mitigate health disparities associated with environmental factors. Lastly, by aiming to reduce unemployment and provide resources to vulnerable populations, the program supports efforts to reduce homelessness.

The success of the program hinges on robust workforce outreach to ensure maximum participation from the target audience. Georgia STAND-UP will leverage its existing community base built through two decades of place-based advocacy and organizing to reach prospective participants. This includes hosting outreach events and collaborations with community institutions, such as churches or at Metro-Atlanta Rapid Transit Authority (MARTA) stations, to amplify the program and serve as recruitment sites. Additionally, STAND-UP will draw prospective trainee referrals from its well-established network of faith-based organizations, social service agencies and community-based providers such as legal aid and housing assistance, food pantries, and feeding centers.

STAND-UP's twenty-year history of community organizing and coalition building well-positions the project in terms of community and stakeholder engagement and partnership formation. STAND-UP maintains deep-rooted partnerships across Atlanta’s southside, including the Atlanta University Center, a renowned consortium of five historically Black colleges and universities, influential faith-based institutions, and strategic alignments with the Atlanta and Fulton County governments. Tapping into their enduring partnerships with the Atlanta North-Georgia Labor Council and the Georgia AFL-CIO, STAND-UP will address challenges and pave pathways for sustainable employment, while also crafting avenues for Build-Up graduates to transition into trade apprenticeships.

Designation of CSP Funds:

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

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

Operational Expenditures- CCSP funds used to conduct agency/ organizational functions that are secondary to program service delivery such as office/ warehouse lease or mortgage expenses,

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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.)	$1,250.00
Operational	$0.00
Direct Services	$23,750.00
Total	$25,000.00

Explanation of Funding Details:

The total request for CCSP funding is $25,000. Of that $25,000, $1,250 will cover administration expenses for the program. The remaining $23,750 will support direct service expenses, partially covering the cost of one of the program trainers.

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Program Performance Measures:

Georgia Strategic Alliance for New Directions & Unified Policies, Inc. (Georgia STAND-UP) agrees to track and report program performance to the Fulton County Department of Community Development.

County Defined Performance Measure(s):

Children and Youth: Not Applicable

Disabilities: Not Applicable

Economic Stability: Number of individuals placed in Living Wage Employment; receiving training/job development/employment support...,Number of individuals receiving Emergency Financial Assistance,Number of individuals with improved access to economic opportunities, programs/resources focused on education...

Health and Wellness: Not Applicable

Homelessness: Not Applicable

Senior Services: Not Applicable

Veterans Services: Not Applicable

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

The Build-Up program has established a set of performance measures and Key Performance Indicators (KPIs) to effectively track and report program outcomes. These measures are aligned with the county-defined performance measures for this RFP and are designed to ensure the program's accountability and success in achieving its objectives.

- Number of Individuals Connected to Emergency Financial Assistance: The program aims to connect over 25 individuals annually with financial support resources, such as utility bill assistance or emergency housing support. This KPI tracks the effectiveness of the program in providing access to these critical resources. Progress will be monitored through monthly reports, and data will be tracked using a dedicated database that records all referrals and connections made to financial assistance providers.
- Number of Individuals Placed in Living Wage Employment: The program focuses on training and job development to lead participants toward self-sufficiency. The goal is to place at least 20 individuals in

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living wage employment each year. Major milestones include completion of training programs, certification, and successful job placements. Data collection will be facilitated through partnerships with local employers, tracking employment outcomes and wages through follow-up surveys and employment verification forms.

- Number of Individuals with Improved Access to Economic Opportunities: This measure assesses the program's success in providing participants with access to educational programs, career exploration, and job-readiness skills. The target is to improve access for at least 40 individuals annually. Progress will be measured through pre- and post-program assessments, tracking improvements in skills, knowledge, and access to resources. Data will be collected using participant surveys and feedback forms, as well as tracking enrollment and completion rates in educational and training programs.

Agency Defined Performance Measure(s):

With over 70% of the 54 disadvantaged census tracts in Southwest Atlanta identified as experiencing a systemic workforce development burden, a key goal of the program is to ensure a high job placement rate for graduates. To achieve this, STAND-UP and Trade-Up plan to use their networks to create partnerships with energy assessment firms to provide a direct employment pipeline. Progress will be tracked by the number of graduates securing stable, unionized positions in the green energy sector, focusing on placement rates, employment timelines, and the quality of wages and benefits, with the aim of surpassing the region's median household income. Additionally, the program will track the number of graduates who advance within their careers, including those who move into supervisory or leadership roles within the green energy sector.

The project is also committed to reducing the energy costs of the African American churches that participate as practicum sites by 20%. This initiative will not only improve energy efficiency and reduce carbon footprints but also free up resources for community investment. While the audits will take place during the practicum phase at these community institutions, the broader community is expected to benefit, with churches serving as Clean Energy Hubs to engage community members about the benefits of clean energy. By sparking enthusiasm for clean energy and referring Build-Up graduates to community members to conduct residential energy assessments, the initiative facilitates a ripple effect, enhancing energy efficiency and cost savings across individual households.

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.

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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

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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 **$25,000.00.**

(b) Upon receipt and approval of Contractor's invoice delineating projected expenditures for the first six months of the contracting period. Upon receipt and approval of said invoice,

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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.

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(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:

Georgia Strategic Alliance for New Directions & Unified Policies, Inc. (Georgia STAND-UP)
2366 Sylvan Rd STE A
Atlanta, Georgia 30344

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

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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

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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.

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Contractor acknowledges that **Georgia Strategic Alliance for New Directions & Unified Policies, Inc. (Georgia STAND-UP)** , 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,

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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:

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(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.

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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.

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STATE OF GEORGIA

COUNTY OF FULTON

FORM F: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services[1] under a contract with **[insert name of prime contractor (Agency)]** Georgia STAND-UP 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.

1297465
EEV/Basic Pilot Program* User Identification Number

Georgia STAND-UP
Name of Contractor (Agency)

Pamela B Smith
BY: Authorized Signature of Officer or Agent of Contractor

CFO
Title of Authorized Officer or Agent of Contractor of Contractor

Pamela Smith
Printed Name of Authorized Officer or Agent of Contractor

Sworn to and subscribed before me this ____ day of February, 2024.

Notary Public: Alisse

County: Clayton

Commission Expires: Nov. 9, 2025

ALISSA BAKER
NOTARY PUBLIC
Clayton County
State of Georgia
My Comm. Expires Nov. 9, 2025

[1]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.

[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].

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STATE OF GEORGIA

COUNTY OF FULTON

FORM G: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT

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

N/A
_____
EEV/Basic Pilot Program* User Identification Number of Subcontractor

N/A
_____
Name of Subcontractor (Individual/Agency)

N/A
_____
BY: Authorized Signature Officer or Agent of Subcontractor

N/A
_____
Title of Authorized Officer or Agent of Subcontractor

N/A
_____
Printed Name of Authorized Officer or Agent of Subcontractor

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

Notary Public: _____

County: _____

Commission Expires: _____

[3]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.

[4]*[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].

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/23/2024

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
Hilb Group Operating Company
11175 Cicero Drive
Suite 575
Alpharetta GA 30022

CONTACT NAME: Jennifer Matheson
PHONE (A/C, No, Ext): (678) 297-7977 **FAX (A/C, No):** (678) 297-9575
E-MAIL ADDRESS: jmatheson@hilbgroup.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Alliance of Nonprofits for Insurance, Risk Retention	10023
INSURER B : Swiss Re Corporate Solutions Elite Insurance Corporation	29700A
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Georgia Strategic Alliance for New Direction and Un
2366 Sylvan Rd., Ste. A
Atlanta GA 30344

COVERAGES **CERTIFICATE NUMBER:** 6/6/24-25 MASTER **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	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	2024-49052	06/08/2024	06/08/2025	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
							MED EXP (Any one person)	$ 20,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 3,000,000
							PRODUCTS - COMP/OP AGG	$ 3,000,000
							Liquor Liability	$ 1,000,000
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y	Y	2024-49052	06/08/2024	06/08/2025	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	[X] UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 0	Y	Y	2024-49052-UMB	06/08/2024	06/08/2025	EACH OCCURRENCE	$ 2,000,000
							AGGREGATE	$ 2,000,000
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	CWB0018522-05	06/08/2024	06/08/2025	[X] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$ 500,000
							E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000

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

Certificate Holder is additional insured.

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: 01505087

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY Hilb Group Operating Company	**NAMED INSURED** Georgia Strategic Alliance for New Direction and Un
POLICY NUMBER	
CARRIER / **NAIC CODE**	**EFFECTIVE DATE:**

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance: Notes

The aforementioned entities are included as additional insureds for GENERAL LIABILITY when required in a written contract or agreement per BLANKET form CG 20 26 12 19. Coverage is provided on a primary, non-contributory basis per form ANI-RRG-E61 02 19.

A Waiver of Subrogation is also included for GENERAL LIABILITY when required by written contract or agreement per form ANI-RRG-E26 11 17.

Umbrella is following form.

**INFORMATION PROVIDED ON A CERTIFICATE OF INSURANCE IS REGULATED BY THE GEORGIA DEPARTMENT OF INSURANCE. FOR INFORMATION REGARDING FURTHER REQUESTS FOR CHANGES TO THIS CERTIFICATE OF INSURANCE, PLEASE REFER TO THE FOLLOWING GEORGIA DEPARTMENT OF INSURANCE WEBSITE FOR GOVERNING RULES (Bulletin 21-EX-5):

oci.ga.gov/press-releases/bulletins

FAILURE TO COMPLY WITH REGULATIONS COULD RESULT IN FINES UP TO $5,000 PER VIOLATION.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):
Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

 © Insurance Services Office, Inc., 2012

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ALLIANCE OF NONPROFITS FOR INSURANCE
A Head for Insurance. A Heart for Nonprofits.

POLICY NUMBER: 2024-49052

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED PRIMARY AND NON-CONTRIBUTORY ENDORSEMENT FOR PUBLIC ENTITIES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

A. Section II – WHO IS AN INSURED is amended to include:

4. Any public entity as an additional insured, and the officers, officials, employees, agents and/or volunteers of that public entity, as applicable, who may be named in the Schedule above, when you have agreed in a written contract or written agreement presently in effect or becoming effective during the term of this policy, that such public entity and/or its officers, officials, employees, agents and/or volunteers be added as an additional insured(s) on your policy, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

a. Your negligent acts or omissions; or
b. The negligent acts or omissions of those acting on your behalf;

in the performance of your ongoing operations.

No such public entity or individual is an additional insured for liability arising out of the sole negligence by that public entity or its designated individuals. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.

B. Section III – LIMITS OF INSURANCE is amended to include:

8. The limits of insurance applicable to the public entity and applicable individuals identified as an additional insured(s) pursuant to Provision A.4. above, are those specified in the written contract between you and that public entity, or the limits available under this policy, whichever are less. These limits are part of and not in addition to the limits of insurance under this policy.

C. With respect to the insurance provided to the additional insured(s), **Condition 4. Other Insurance of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** is replaced by the following:

4. Other Insurance

a. Primary Insurance

This insurance is primary if you have agreed in a written contract or written agreement:

(1) That this insurance be primary. If other insurance is also primary, we will share with all that other insurance as described in **c.** below; or

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(2) The coverage afforded by this insurance is primary and non-contributory with the additional insured(s)' own insurance.

Paragraphs (1) and (2) do not apply to other insurance to which the additional insured(s) has been added as an additional insured or to other insurance described in paragraph **b.** below.

b. Excess Insurance

This insurance is excess over:

1. Any of the other insurance, whether primary, excess, contingent or on any other basis:
   (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
   (b) That is fire, lightning, or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;
   (c) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises temporarily occupied by you with permission of the owner; or
   (d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE**.
   (e) Any other insurance available to an additional insured(s) under this Endorsement covering liability for damages which are subject to this endorsement and for which the additional insured(s) has been added as an additional insured by that other insurance.

(1) When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the additional insured(s) against any "suit" if any other insurer has a duty to defend the additional insured(s) against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the additional insured(s)' rights against all those other insurers.

(2) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:
   (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
   (b) The total of all deductible and self-insured amounts under all that other insurance.

(3) We will share the remaining loss, if any, with any other insurance that is not described in this **Excess Insurance** provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Methods of Sharing

If all of the other insurance available to the additional insured(s) permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any other the other insurance available to the additional insured(s) does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
SOCIAL SERVICE PROFESSIONAL LIABILITY COVERAGE FORM

SCHEDULE

Name of Person or Organization:

Where you are so required in a written contract or agreement currently in effect or becoming effective during the term of this policy, we waive any right of recovery we may have against that person or organization, who may be named in the schedule above, because of payments we make for injury or damage.

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

OWNER:

FULTON COUNTY, GEORGIA

DocuSigned by:
Robert L. Pitts
BA715B1A26544E7...

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST:

DocuSigned by:
Tonya R. Grier
EEC476C4837648D...

Tonya R. Grier
Clerk to the Commission

DocuSigned by:

(Affix County Seal)

CONTRACTOR:

Georgia Strategic Alliance for New Directions & Unified Policies, Inc. (Georgia STAND-UP)

VENDOR NAME

DocuSigned by:
Deborah Scott
FE668848695A402...

Name of Signatory: Deborah Scott
Title of Signatory: CEO

Authorized Signature

ATTEST:

DocuSigned by:
Pamela Smith
9AC1322681894C1...

Name of 2nd Signatory: **Pamela Smith**
Title of 2nd Signatory: **CFO**

Second Authorized Signature

(Affix Corporate Seal, if applicable)

APPROVED AS TO FORM:

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

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FULTON COUNTY

CONTRACT DOCUMENTS

FOR

REQUEST FOR PROPOSAL 24RFP013124C-MH

2024 CONSOLIDATED COMMUNITY SERVICES PROGRAM

FOR

DEPARTMENT OF COMMUNITY DEVELOPMENT

OF

FULTON COUNTY, GEORGIA

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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 **Innovative Solutions for Disadvantage and Disability, 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:

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ARTICLE 16. GOVERNING LAW

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ARTICLE I - PARTIES AND TERM:

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

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

(c) Nothing contained in this Agreement shall be 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: Senior Services

CCSP Funding Priority(ies):

Children and Youth: Not Applicable

Disabilities: Not Applicable

Economic Stability: Not Applicable

Health and Wellness: Not Applicable

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Homelessness: Not Applicable

Senior Services: To improve health outcomes for older adults,To increase access to services that enable older adults to remain in the community and age in place,To provide gap services to older adults that aligns with the Strategic Priorities of Fulton County Government

Veterans Services: Not Applicable

Innovative Solutions for Disadvantage and Disability, Inc., 2024 Project GRANDD (Grandparents Raising And Nurturing Dependents with Disabilities) Comprehensive Kinship Family Services 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
Fulton County Public Library - Metropolitan Branch	1332 Metropolitan Pkwy	Atlanta	GA	30310	5	1,2,3,4,5,6
Access Mental Health Agency	1903 Phoenix Blvd, Suite 200	Atlanta	GA	30349	NA	1,2,3,4,5,6
Fulton Public Library - Mechanicsville Branch	400 Formwalt St. SW	Atlanta	GA	30312	6	1,2,3,4,5,6

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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
Innovative Solutions for Disadvantage and Disability, Inc. offices	4282 Memorial Drive, STE B	Decatur	GA	30032	NA	1,2,3,4,5,6

Approach and Design:

Innovative Solutions for Disadvantage and Disability, Inc., 2024 Project GRANDD (Grandparents Raising And Nurturing Dependents with Disabilities) Comprehensive Kinship Family Services will provide services to **50** clients that reside in Fulton County, with CCSP funding.

Innovative Solutions for Disadvantage and Disability, Inc., will provide the following activities and services in Fulton County with CCSP funding:

1. Specific Activities and Services Supporting Senior Services Funding Priorities

Project GRANDD provides a critical gap service for kinship families in Fulton County that include children with disabilities and aligns with Fulton County Strategic Priorities. Parenting these children can be demonstrably more stressful for seniors. Our service plan is designed to build the capacity of seniors to successfully raise relative children (particularly those with special needs), ensure that grandparents remain healthy, have access to adequate food and other resources, and can remain independent in the community and age in place. The specific services and activities provided are:

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· Intake and Assessments utilizing a validated tool, NCFAS-G (North Carolina Family Assessment Scale – General)

· Collaboratively created care plans to guide service delivery

· Case Management (service coordination, information & referral and advocacy) to accomplish care plan goals

· Monthly Support Groups for adults, children and teens in virtual and in-person formats

· Parenting classes using three evaluated curriculum – Parenting As Second Time Around, 123 Magic and ACT: Raising Safe Kids

· In-home tutoring

· Respite Care

· Guardianship Legal Services

· Special Education Advocacy- assistance with IEPS (Individual Education Plans) and 504 plans.

· Material Assistance (food, clothing, school supplies, beds, bedding, utility & rent payments, etc.)

· Family Outings (organized group visits to cultural and entertainment venues)

· Newsletters and Resource Emails

· Outreach Activities

· Data Collection and Management

· Program Evaluation and Reporting

2. How activities and services are accomplished

Kinship caregivers are referred to our program by other agencies or by self-referred. Initial intake is conducted by the program director within 3 business days using the GA Division of Aging Services' Kinship Program Intake Form. The program director enters demographic and other information into our client relationship management (CRM) system (Apricot 360). The family is added to our newsletter and email blast lists, and invited to participate in support groups and parenting classes. Referrals for immediate needs are provided where possible and the family is placed on the wait list until there is an opening on our case load and a case manager can be assigned. New participants are provided with a welcome packet with

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program information including what to expect and the grievance process should they be unhappy with the services.

Case managers schedule a home visit within one week of a family's addition to their case load. Clients complete liability release forms and the case manager reviews the welcome packet so that clients understand all of the services available. The NCFAS-G assessment tool is delivered during the visit utilizing motivational interviewing techniques. Using the information collected, the case manager collaboratively creates a care plan for the family which identifies the measurable goals that the caregiver wishes to accomplish. Goals may be health related, financial, educational, emotional, social, legal (custody issues), etc. depending on the needs of the senior and the child. For example, a goal could be to obtain formal guardianship so that the caregiver can access additional SNAP benefits to feed the children in their care or to reduce stress through support group attendance. Case managers make necessary referrals or provide information caregivers need to address their goals. Follow up, in-person or by phone, on the status of care plan goals occurs weekly or monthly depending on the need. Reassessments take place annually to assess progress and the necessity to remain in the program.

Support groups, facilitated by case managers and the program director and organized by the program manager, are offered monthly in-person for adults, children and teens with child care for those under the age of 8. A separate virtual group is also offered for adults to eliminate transportation barriers). The executive director and program manager provide childcare. Educational programming is also provided at support groups, utilizing guest speakers to present information about kinship care legal issues, mental health care, self-care, special education law and other topics of interest. Refreshments, light dinners (for evening meetings) and $5.00 travel stipends are provided to facilitate attendance.

Parenting classes are offered in group and individual in-home formats by case managers who have been trained in the curriculums. Participants receive manuals and handouts and pre and post testing include with the curriculum is delivered to evaluate change in knowledge. Refreshments and $5.00 travel stipends are offered to facilitate attendance. Participants receive certificates of completion and can receive grocery store gift card incentives.

In-home tutoring is provided to children who have demonstrated that they are not performing at grade level, particularly in reading and math. In-home Tutors – Atlanta provides qualified staff for this service. Case managers document the need for the service and monitor the provision with caregivers. The program director provides supervision of the provider and conducts quality assurance activities.

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Respite care is provided to caregivers of children with disabilities who indicate that they are unable to get relief from their caregiver role. This service is provided by Your Respite Care qualified caregivers, who specialize in providing care for children with disabilities. Case managers document the need for the service and monitor the provision with caregivers. The program director provides supervision of the provider and conducts quality assurance activities.

The need for guardianship assistance services is identified as a result of the client intake or by the caregiver. Legal guardianship ensures that caregivers can make educational and medical decisions for the children in their care. It also impacts the ability to access benefits for the care of the child and helps to protect the rights and interests of both the child and the caregiver. Case managers work with the client to obtain guardianship. Some of these cases are handled by our MOU with Atlanta Legal Aid Society, in cases where this is not possible, ISDD has some funding to pay for legal services. The program director works with legal services attorneys and supervises this service.

Material Assistance is provided to families with incomes of 200% of poverty or less and who document an unexpected or urgent need and for whom there are no other available resources. Clients must complete and submit an application for assistance along with the required documentation to their case manager who reviews the application with the program director for approval consideration. Applications that meet standards for assistance are referred to the executive director who determines if funding is available and approves the payment or provision of requested assistance.

Family outings are organized at least once a year (depending on available funding) so that kinship caregivers have an opportunity to bond with the children in their care and make fun memories together as a family. Outings are organized by the program manager with input from the caregivers, case managers, and program and executive directors. The outing is publicized through the newsletter and email communications and by the case managers to their clients. Case managers and volunteers staff the events as needed with support from the program manager and program and executive directors.

Newsletters and resource emails are created by the program manager with supervision by the program and executive directors. Newsletters are delivered by mail and electronically according to client preference. These communications relay important information for kinship caregivers about ISDD programming and other topics of interest.

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Outreach activities include tabling at community events and resource fairs as well as individual speaking engagements. These activities inform the community about our services and are conducted by case managers and the program and executive directors.

Data collection and management is a critical program activity. Data is collected using intake forms, assessments, survey tools, pre- post tests, one-on-one interviews and focus groups. Data entry is conducted by case managers, the program director and program manager. The program manager is responsible for managing the data in our Client Relationship Management system (Apricot 360). The program manager also creates and runs reports for program evaluation and reporting purposes.

Program evaluation and reporting is a critical activity for both ISDD staff and our funders. We use the information we gather to identify needed services and make decisions about service improvements. Clients, case managers, program manager and program and executive directors all play important roles in gathering data, entering it into our CRM and analyzing it.

Community Collaborations

ISDD maintains numerous collaborative relationships to assist us with delivering services to kinship/grandparents raising relative children with special needs. A few of these are:

1. Atlanta Legal Aid Society (ALAS) - free legal assistance and training. ALAS regularly refers clients who call in to their Relative Caregiver Legal Hotline to Project GRANDD. Project GRANDD referrals receive priority assistance through our MOU

2. Atlanta Regional Commission - financial support, technical resources, referrals through Empowerline, networking forum with other aging services providers

3. Marcus Autism Center - referrals

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4. Fulton County DFCS Kinship Navigator Program - referrals and assistance to kinship/grandparents with benefits

5. Atlanta Food Bank - food for kinship/grandfamilies through their pantry network

6. Furniture Bank of Metro Atlanta – grandparents frequently do not have beds for the children

7. In-home Tutors Atlanta – provides tutors to assist children who are performing below grade level

8. Foster Care Support Foundation - clothing and mentors for children

9. Your Respite Care – in-home care for children with disabilities

10. MARTA Mobility - low-cost transportation for seniors with mobility issues. Fulton County Common Courtesy program offers low-income seniors affordable transportation

11. Emory Neurological Exposures Clinic - fetal alcohol and other exposure screenings for children

12. Chris180 - mental health counseling for children

13. Bobby Dodd Institute - specialized services to children with disabilities: educational programming & individualized transition plans

14. United Way of G

Designation of CSP Funds:

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Based on the awarded amount of **$30,000.00,** 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.)	$1,500.00
Operational	$4,995.00
Direct Services	$23,505.00
Total	$30,000.00

Explanation of Funding Details:

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Administrative ($1,500.00): Salary and benefits support for program administration by executive director which includes overall program management of Project GRANDD and a pro-rata portion of accounting and audit fees to prepare invoices and ensure transparent financial reporting. The executive director is paid $98,800 annually. Benefits are calculated at 20% of salary.

Operational ($4,995.00): Includes pro-rata facility expense allocation (rent/utilities/phone/internet, client phone/email/text communications system, office equipment repair, security and housekeeping); payroll; criminal background checks for new volunteers and staff; cost of required liability insurance coverage; office supplies that are not specific to the program; staff training; printing of stationary and envelopes and other materials; local travel reimbursement for client home visits, community-based group programming and other programmatic purposes.

Direct Services ($23,505.00): Includes program supplies (materials pertaining to the scope of the programming and consumed by the program); client support assistance (food, clothing, school supplies, household goods, emergency utility and rent payments and similar expenses); transportation stipends; fees for curriculums and assessments; fees and supplies for family outings (bonding events for program participants); in-home tutoring; postage to mail monthly client newsletters and other program materials; toys and supplies for childcare during support groups; case management CRM subscription (to manage client interactions and measure outcomes). Salaries for direct program staff includes executive director (support group and outing facilitation & assistance, childcare, client support assistance provision, outreach, client education and training and program planning, reporting and evaluation; salary $98,800), program director (client intake, client education & training, support group facilitation, supervision of program staff, program planning, reporting and evaluation and outreach activities; salary $77,250 annually), case managers (assessments, care plans, service coordination, information & referral, advocacy, client education and training, support group facilitation, client assistance and family outing support; $20 - $29.63/hour) and program manager (assists with support groups, outings and educational programs, conducts client communications, creates and mails monthly client newsletters, manages client CRM and assists with report preparation; $25.50/hour). Fringe benefits including FICA and unemployment insurance expense are calculated at 20% of salary.

Program Performance Measures:

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Innovative Solutions for Disadvantage and Disability, Inc. agrees to track and report program performance to the Fulton County Department of Community Development.

County Defined Performance Measure(s):

Children and Youth: Not Applicable

Disabilities: Not Applicable

Economic Stability: Not Applicable

Health and Wellness: Not Applicable

Homelessness: Not Applicable

Senior Services: Number of seniors who report an increase in viability to maintain independence,Number of seniors who report increased self-sufficiency resulting from in-home services

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:

Number of seniors who report increased self-sufficiency resulting from in-home services

A goal of Project GRANDD services is to ensure that seniors who are raising relative children are able to indicate they have the self-sufficiency to continue care for their relative children. This is accomplished by addressing the emotional, financial, educational, legal and health-related issues that may cause a senior caregiver to relinquish children to foster care.

Methods: Case Management, assessments and development of care plans with measurable goals, in-home parenting classes, material assistance, in-home tutoring, respite care, legal assistance, IEP and 504 Plan assistance.

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Evaluation Tools: individual care plans goal attainment, parenting education pre and post testing results, Kinship Care Participant Survey results.

Number of seniors who report an increase in viability to maintain independence.

A goal of Project GRANDD is to ensure that seniors who are raising children are able to maintain their independence so that children are not relinquished to foster care. We use assessments to identify seniors who require assistance with activities of daily living, transportation and other essential needs and provide case management and referrals to ensure caregivers receive that assistance. Our support groups also provide important emotional support to seniors that enables them to continue to provide care for their relative children.

Methods: Case Management, assessments and development of care plans with measurable goals, support groups, parenting classes, in-home tutoring, respite care, legal assistance, IEP and 504 Plan assistance, material assistance, in-home tutoring, respite care.

Evaluation tools: NCFAS- G, post-group Likert surveys, parenting education pre- and post-testing, and the Kinship Care Participant Survey

NOTE: Due to character limitations, see Agency Performance Measure section below for explaination of evalutation tools.

2. Major milestones to be achieved and supporting schedule – applies to both County and Agency defined performance measures which are the ultimate goals of all activities:

Monthly Activity Schedule:

· New client intake occurs within 3 business days of referral receipt

· Waitlisted clients are assigned case managers as staffing allows

· Client in-home visits for assessment and care plan creation scheduled within one week of case manager assignment

· Current Fulton County clients receive annual re-assessments with case plan updates

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· Fulton County clients who have completed their care plans, are no longer caring for children, or wish to discontinue services are exited from Project GRANDD

· Referrals and resources are provided to caregivers as needed by case managers

· Seniors receive weekly or monthly case management follow up based on need

· Client goal plan progress is reviewed

· Support groups for adults, children and teens and child care are provided. Transportation stipends are provided

· Material assistance, respite care, in-home tutoring, assistance with guardianship, IEP and 504 plans provided as required by clients

· Monthly newsletters created and distributed by mail and email

· Resource emails distributed to clients 2 – 3 times a month

· Client Data and case management notes are recorded in CRM

· All client service participation (support groups, parenting classes, material assistance, etc.) is recorded into CRM

· Program director supervises program staff and contractors

· Executive director oversees programmatic activities

· Monthly programmatic reporting is completed

First Quarter (January to March) Specific Activities

· Fulton County report for 2023 grant submitted

· Parenting A Second Time Around, 8 weekly classes January 18 - March 14, transportation stipends to enable clients to participate in services and refreshments provided

· 123 Magic parenting education 9 weekly classes January 24 – March 20th

· March: Kinship Care Participant Survey is delivered to clients

· Two case managers participate in Parenting A Second Time Around Facilitation training

· Two case managers participate in University of Maine Grandfamilies Leadership Training

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Second Quarter (April to June) Specific Activities

· Kinship Care Participant Survey results analyzed, changes to service delivery are made as needed

· Family Fun Day outing and School Supply drive are planned

· In-home 123 Magic parenting education programming as scheduled with individual clients

· University of Maine Grandfamilies Leadership Training concludes for two case managers

· April 18 & 19 - all program staff participate in Standards of Quality for Family Strengthening & Support certification training

· Program staff apply Standards of Quality to ISDD services and develop plans to move from minimum quality to high quality indicators for each standard

· Fulton County contract executed, if awarded

Third Quarter (July to September) Specific Activities

· School supplies distributed to families

· Family Fun Day outing occurs, transportation stipends provided

· Case Management Satisfaction Survey is distributed to clients

· Kinship Care Participant Survey distributed (September)

· In-home 123 Magic parenting education programming as scheduled with individual clients

· Adopt-a-Family for holidays planning begins

· Work continues on plan to improve Standards of Quality indicators

· Fulton County Programmatic report and invoice submitted if contract is awarded

Fourth Quarter (October to December) Specific Activities

· Second Fulton County invoice submitted, if contract awarded

· Kinship Care Participant and Case Management Satisfaction survey results analyzed, program changes are made as necessary

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· In-home 123 Magic parenting education programming as scheduled with individual clients

· Adopt-a-Family bios and wish lists are collected and posted to Roonga.com for adoption

· Donors are solicited to adopt families, gifts and food donations are collected and distributed to families

· Work continues on plan to improve Standards of Quality indicators

Agency Defined Performance Measure(s):

1. 80% seniors report less stress as a result of participating in Project GRANDD activities.

This is a critical Project GRANDD goal as it ensures that grandparents can continue to raise their relative children.

Methods: peer support groups, case management, assessments and development of care plans with measurable goals, parenting education, family outings, in-home tutoring, respite care, legal assistance, IEP and 504 Plan assistance,

and material assistance.

Evaluation tools: NCFAS- G, post-group Likert surveys, parenting education pre- and post testing, and the Kinship Care Participant Survey.

2. 80% seniors report knowing how to access and utilize social service agency resources.

Kinship caregivers who understand how to access resources are more likely to continue to care for their relative children.

Methods: support groups, case management, assessments and development of care plans with measurable goals.

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Evaluation tools: case management notes, NCFAS- G and the Kinship Care Participant Survey.

3. 80% seniors report improved relationships with the children they are raising.

Grandparents who feel that they have strong relationships with the children they're raising are more likely to continue to provide care for them.

Methods: parenting education, peer support groups, newsletters and case management.

Evaluation tools: parenting education pre- and post test results, post group Likert surveys, case management notes, Kinship Care Participant Survey.

NOTE due to character limitations: see County Defined Performance Measure Section for program milestones and supporting schedule, which applies to ALL performance measures.

3. Data collection tool(s)/ source(s) used

Client data is collected using intake and care plan forms. We use NCFAS- G assessment tool and surveys to gather additional data which helps us to determine Project GRANDD's impact on grandfamilies and the performance measures concerning our kinship services. This includes:

NCFAS-G - North Carolina Family Assessment Scale – General is a validated assessment tool designed to evaluate the strengths and needs of families. The scale assess family functioning, identifies areas for intervention, and guides decision-making processes. It provides a structured framework for case managers to evaluate various aspects of a family's life and functioning.

The **Kinship Care Participant Survey** is administered twice a year to Project GRANDD participants and includes questions regarding the services and resources the participant may have used and their satisfaction with those services. Other questions using a Likert scale are used to measure attitudes, preferences and subjective reactions relating to various kinship issues. This includes whether the grandparents feel able to continue to care for the children in their care, can handle problems as they arise, feel confident in their ability to help their grandchild grow and develop, etc. The survey also includes questions concerning how

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stressed the caregiver feels, if their health and sense of well-being have improved and if they feel better able to cope with caring for their grandchildren.

The **Case Management Services Satisfaction Survey** is provided to clients who receive this service annually in July and **Program Exit Surveys** are provided to clients who no longer require our services to determine their level of satisfaction and collect feedback that can help us improve our programming. We use Likert Scale **Post Event Surveys** after every support group for adults, children and teens and at the conclusion of Family Fun Day Outings to find out if participants found the events reduced their stress, taught them something new or if they have suggestions to improve our programming.

We use **parenting curriculum pre- and post-testing** provided by the publisher to evaluate change in knowledge as well as client satisfaction with the service.

Case Notes, goal tracking and service participation entered into each client's record in our CRM, Apricot 360, is another source of information used in our performance measurement process. Through Apricot's outcome reporting we can track a client's progress in Project GRANDD.

All the data we collect is entered into **Apricot 360,** a secure cloud platform for client relationship management (CRM), case management service coordination and tracking, outcome measurement and program evaluation. ISDD made this investment in order to rigorously evaluate the effectiveness of Project GRANDD. Apricot Core allows us to efficiently collect, manage and analyze data related to Project GRANDD goals and objectives. We are able to create customized forms and surveys to collect this information and use robust reporting and visualization tools to help interpret the data. Using this planform, we are able to track progress over time and make informed decisions about our services, leading to improved outcomes and greater impact. We are one of the very few kinship services programs in the state as well as the nation that is using this technology.

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.

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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

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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 **$30,000.00.**

(b) Upon receipt and approval of Contractor's invoice delineating projected expenditures for the first six months of the contracting period. Upon receipt and approval of said invoice,

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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.

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(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:

Innovative Solutions for Disadvantage and Disability, Inc.
4282 Memorial Dr. Ste. B
Decatur, Georgia 30032

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

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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

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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.

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Contractor acknowledges that **Innovative Solutions for Disadvantage and Disability, 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,

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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:

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(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.

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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.

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STATE OF GEORGIA

COUNTY OF FULTON

FORM F: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services[1] under a contract with **[insert name of prime contractor (Agency)]** Innovative Solutions for Disadvantage and Disability, 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.

1189595
EEV/Basic Pilot Program* User Identification Number

Innovative Solutions for Disadvantage and Disability, Inc.
Name of Contractor (Agency)

Rainie B. Jueschke
BY: Authorized Signature of Officer or Agent of Contractor

CEO/Executive Director
Title of Authorized Officer or Agent of Contractor of Contractor

Rainie B. Jueschke
Printed Name of Authorized Officer or Agent of Contractor

Sworn to and subscribed before me this 22 day of February, 2024.

Notary Public: [signature]

County: DeKalb

Commission Expires: February 23, 2027

[1]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.

[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].

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STATE OF GEORGIA

COUNTY OF FULTON

FORM G: GEORGIA SECURITY AND IMMIGRATION SUBCONTRA

By executing this affidavit, the undersigned subcontractor verifies its compl 13-10-91, stating affirmatively that the individual, firm or corporation whicl physical performance of services[3] under a contract with **[insert name o (Agency)]** Innovative Solutions for Disadvantage & Disability on beha **Government** has registered with and is participating in a federal work author accordance with the applicability provisions and deadlines established in O.(

1522290

EEV/Basic Pilot Program* User Identification Number of Subcontractor

Deo Gloria dba In-Home Tutors- Atlanta

Name of Subcontractor (Individual/Agency)

BY: Authorized Signature Officer or Agent of Subcontractor

Director

Title of Authorized Officer or Agent of Subcontractor

Dennis Freeman

Printed Name of Authorized Officer or Agent of Subcontractor

Sworn to and subscribed before me this 16th day of February 2024

Notary Public: S. Smith

S SMITH
NOTARY PUBLIC
Cobb County
State of Georgia
My Comm. Expires Apr. 10, 2027

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INNOSOL-01 FFINNEY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/13/2024

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 Siegel Insurance Inc 2987 Clairmont Rd Suite 425 Atlanta, GA 30329	CONTACT NAME: PHONE (A/C, No, Ext): (404) 633-6332 FAX (A/C, No): (404) 633-9388 E-MAIL ADDRESS: info@siegelinsurance.com
INSURED Innovative Solutions for Disadvantage and Disability 4282 Memorial Drive Suite B Decatur, GA 30032	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Philadelphia Insurance Company — 18058 INSURER B : Hanover (Allmerica Companies) — 22292 INSURER C : INSURER D : INSURER E : INSURER F :

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	x		PHPK2647129	1/11/2024	1/11/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 3,000,000 $ 3,000,000
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			PHPK2647129	1/11/2024	1/11/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			PHUB897742	1/11/2024	1/11/2025	EACH OCCURRENCE AGGREGATE Aggregate	$ 2,000,000 $ $ 2,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WHA4969629	2/5/2024	2/5/2025	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 500,000 $ 500,000 $ 500,000
A	Professional Liabili			PHPK2647129	1/11/2024	1/11/2025	Aggregate	3,000,000

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

Abuse and Molestation Coverage: $1,000,000 Each Abusive Conduct and $1,000,000 Aggregate Limit

Additional Insured as required by written agreement: Fulton County Government, Its employees, servants and agents. Coverage on Commercial General Liability, Automobile and Umbrella is primary and non-contributory. Waiver of Subrogation in favor of the additional insured is included as required by written agreement.

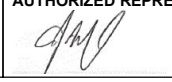
CERTIFICATE HOLDER

Fulton County Government
141 Pryor street
Atlanta, GA 30303-3401

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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

OWNER:

FULTON COUNTY, GEORGIA

DocuSigned by:
Robert L. Pitts
BA715B1A26544E7...

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST:

DocuSigned by:
Tonya R. Grier
EEC476C4837648D...

Tonya R. Grier
Clerk to the Commission

(Affix County Seal)

DocuSigned by:

CONTRACTOR:

VENDOR NAME **Innovative Solutions for Disadvantage and Disability, Inc.**

DocuSigned by:
Rainie Jueschke
0E9266128C4A441...

Name of Signatory: Rainie B. Jueschke, CFRE
Title of Signatory: Executive Director

Authorized Signature

ATTEST:

DocuSigned by:
Thindiwia Bellamy
1FE3F18989A5490...

Name of 2nd Signatory: **Thindiwia Bellamy**
Title of 2nd Signatory: **Program Director**

Second Authorized Signature

(Affix Corporate Seal, if applicable)

APPROVED AS TO FORM:

DocuSigned by:
David Lowman
0EC92EDADEFB4B8...

Office of the County Attorney

APPROVED AS TO CONTENT:

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

Please select RM or 2ND RM from the checkbox

RM **X** **2ND RM**

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

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FULTON COUNTY

CONTRACT DOCUMENTS

FOR

REQUEST FOR PROPOSAL 24RFP013124C-MH

2024 CONSOLIDATED COMMUNITY SERVICES PROGRAM

FOR

DEPARTMENT OF COMMUNITY DEVELOPMENT

OF

FULTON COUNTY, GEORGIA

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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 **Innovative Solutions for Disadvantage and Disability, 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:

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ARTICLE I - PARTIES AND TERM:

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

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

(c) Nothing contained in this Agreement shall be 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: Senior Services

CCSP Funding Priority(ies):

Children and Youth: Not Applicable

Disabilities: Not Applicable

Economic Stability: Not Applicable

Health and Wellness: Not Applicable

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Homelessness: Not Applicable

Senior Services: To improve health outcomes for older adults,To increase access to services that enable older adults to remain in the community and age in place,To provide gap services to older adults that aligns with the Strategic Priorities of Fulton County Government

Veterans Services: Not Applicable

Innovative Solutions for Disadvantage and Disability, Inc., 2024 Project GRANDD (Grandparents Raising And Nurturing Dependents with Disabilities) Comprehensive Kinship Family Services 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
Fulton County Public Library - Metropolitan Branch	1332 Metropolitan Pkwy	Atlanta	GA	30310	5	1,2,3,4,5,6
Access Mental Health Agency	1903 Phoenix Blvd, Suite 200	Atlanta	GA	30349	NA	1,2,3,4,5,6
Fulton Public Library - Mechanicsville Branch	400 Formwalt St. SW	Atlanta	GA	30312	6	1,2,3,4,5,6

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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
Innovative Solutions for Disadvantage and Disability, Inc. offices	4282 Memorial Drive, STE B	Decatur	GA	30032	NA	1,2,3,4,5,6

Approach and Design:

Innovative Solutions for Disadvantage and Disability, Inc., 2024 Project GRANDD (Grandparents Raising And Nurturing Dependents with Disabilities) Comprehensive Kinship Family Services will provide services to **50** clients that reside in Fulton County, with CCSP funding.

Innovative Solutions for Disadvantage and Disability, Inc., will provide the following activities and services in Fulton County with CCSP funding:

1. Specific Activities and Services Supporting Senior Services Funding Priorities

Project GRANDD provides a critical gap service for kinship families in Fulton County that include children with disabilities and aligns with Fulton County Strategic Priorities. Parenting these children can be demonstrably more stressful for seniors. Our service plan is designed to build the capacity of seniors to successfully raise relative children (particularly those with special needs), ensure that grandparents remain healthy, have access to adequate food and other resources, and can remain independent in the community and age in place. The specific services and activities provided are:

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· Intake and Assessments utilizing a validated tool, NCFAS-G (North Carolina Family Assessment Scale – General)

· Collaboratively created care plans to guide service delivery

· Case Management (service coordination, information & referral and advocacy) to accomplish care plan goals

· Monthly Support Groups for adults, children and teens in virtual and in-person formats

· Parenting classes using three evaluated curriculum – Parenting As Second Time Around, 123 Magic and ACT: Raising Safe Kids

· In-home tutoring

· Respite Care

· Guardianship Legal Services

· Special Education Advocacy- assistance with IEPS (Individual Education Plans) and 504 plans.

· Material Assistance (food, clothing, school supplies, beds, bedding, utility & rent payments, etc.)

· Family Outings (organized group visits to cultural and entertainment venues)

· Newsletters and Resource Emails

· Outreach Activities

· Data Collection and Management

· Program Evaluation and Reporting

2. How activities and services are accomplished

Kinship caregivers are referred to our program by other agencies or by self-referred. Initial intake is conducted by the program director within 3 business days using the GA Division of Aging Services' Kinship Program Intake Form. The program director enters demographic and other information into our client relationship management (CRM) system (Apricot 360). The family is added to our newsletter and email blast lists, and invited to participate in support groups and parenting classes. Referrals for immediate needs are provided where possible and the family is placed on the wait list until there is an opening on our case load and a case manager can be assigned. New participants are provided with a welcome packet with

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program information including what to expect and the grievance process should they be unhappy with the services.

Case managers schedule a home visit within one week of a family's addition to their case load. Clients complete liability release forms and the case manager reviews the welcome packet so that clients understand all of the services available. The NCFAS-G assessment tool is delivered during the visit utilizing motivational interviewing techniques. Using the information collected, the case manager collaboratively creates a care plan for the family which identifies the measurable goals that the caregiver wishes to accomplish. Goals may be health related, financial, educational, emotional, social, legal (custody issues), etc. depending on the needs of the senior and the child. For example, a goal could be to obtain formal guardianship so that the caregiver can access additional SNAP benefits to feed the children in their care or to reduce stress through support group attendance. Case managers make necessary referrals or provide information caregivers need to address their goals. Follow up, in-person or by phone, on the status of care plan goals occurs weekly or monthly depending on the need. Reassessments take place annually to assess progress and the necessity to remain in the program.

Support groups, facilitated by case managers and the program director and organized by the program manager, are offered monthly in-person for adults, children and teens with child care for those under the age of 8. A separate virtual group is also offered for adults to eliminate transportation barriers). The executive director and program manager provide childcare. Educational programming is also provided at support groups, utilizing guest speakers to present information about kinship care legal issues, mental health care, self-care, special education law and other topics of interest. Refreshments, light dinners (for evening meetings) and $5.00 travel stipends are provided to facilitate attendance.

Parenting classes are offered in group and individual in-home formats by case managers who have been trained in the curriculums. Participants receive manuals and handouts and pre and post testing include with the curriculum is delivered to evaluate change in knowledge. Refreshments and $5.00 travel stipends are offered to facilitate attendance. Participants receive certificates of completion and can receive grocery store gift card incentives.

In-home tutoring is provided to children who have demonstrated that they are not performing at grade level, particularly in reading and math. In-home Tutors – Atlanta provides qualified staff for this service. Case managers document the need for the service and monitor the provision with caregivers. The program director provides supervision of the provider and conducts quality assurance activities.

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Respite care is provided to caregivers of children with disabilities who indicate that they are unable to get relief from their caregiver role. This service is provided by Your Respite Care qualified caregivers, who specialize in providing care for children with disabilities. Case managers document the need for the service and monitor the provision with caregivers. The program director provides supervision of the provider and conducts quality assurance activities.

The need for guardianship assistance services is identified as a result of the client intake or by the caregiver. Legal guardianship ensures that caregivers can make educational and medical decisions for the children in their care. It also impacts the ability to access benefits for the care of the child and helps to protect the rights and interests of both the child and the caregiver. Case managers work with the client to obtain guardianship. Some of these cases are handled by our MOU with Atlanta Legal Aid Society, in cases where this is not possible, ISDD has some funding to pay for legal services. The program director works with legal services attorneys and supervises this service.

Material Assistance is provided to families with incomes of 200% of poverty or less and who document an unexpected or urgent need and for whom there are no other available resources. Clients must complete and submit an application for assistance along with the required documentation to their case manager who reviews the application with the program director for approval consideration. Applications that meet standards for assistance are referred to the executive director who determines if funding is available and approves the payment or provision of requested assistance.

Family outings are organized at least once a year (depending on available funding) so that kinship caregivers have an opportunity to bond with the children in their care and make fun memories together as a family. Outings are organized by the program manager with input from the caregivers, case managers, and program and executive directors. The outing is publicized through the newsletter and email communications and by the case managers to their clients. Case managers and volunteers staff the events as needed with support from the program manager and program and executive directors.

Newsletters and resource emails are created by the program manager with supervision by the program and executive directors. Newsletters are delivered by mail and electronically according to client preference. These communications relay important information for kinship caregivers about ISDD programming and other topics of interest.

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Outreach activities include tabling at community events and resource fairs as well as individual speaking engagements. These activities inform the community about our services and are conducted by case managers and the program and executive directors.

Data collection and management is a critical program activity. Data is collected using intake forms, assessments, survey tools, pre- post tests, one-on-one interviews and focus groups. Data entry is conducted by case managers, the program director and program manager. The program manager is responsible for managing the data in our Client Relationship Management system (Apricot 360). The program manager also creates and runs reports for program evaluation and reporting purposes.

Program evaluation and reporting is a critical activity for both ISDD staff and our funders. We use the information we gather to identify needed services and make decisions about service improvements. Clients, case managers, program manager and program and executive directors all play important roles in gathering data, entering it into our CRM and analyzing it.

Community Collaborations

ISDD maintains numerous collaborative relationships to assist us with delivering services to kinship/grandparents raising relative children with special needs. A few of these are:

1. Atlanta Legal Aid Society (ALAS) - free legal assistance and training. ALAS regularly refers clients who call in to their Relative Caregiver Legal Hotline to Project GRANDD. Project GRANDD referrals receive priority assistance through our MOU

2. Atlanta Regional Commission - financial support, technical resources, referrals through Empowerline, networking forum with other aging services providers

3. Marcus Autism Center - referrals

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4. Fulton County DFCS Kinship Navigator Program - referrals and assistance to kinship/grandparents with benefits

5. Atlanta Food Bank - food for kinship/grandfamilies through their pantry network

6. Furniture Bank of Metro Atlanta – grandparents frequently do not have beds for the children

7. In-home Tutors Atlanta – provides tutors to assist children who are performing below grade level

8. Foster Care Support Foundation - clothing and mentors for children

9. Your Respite Care – in-home care for children with disabilities

10. MARTA Mobility - low-cost transportation for seniors with mobility issues. Fulton County Common Courtesy program offers low-income seniors affordable transportation

11. Emory Neurological Exposures Clinic - fetal alcohol and other exposure screenings for children

12. Chris180 - mental health counseling for children

13. Bobby Dodd Institute - specialized services to children with disabilities: educational programming & individualized transition plans

14. United Way of G

Designation of CSP Funds:

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Based on the awarded amount of **$30,000.00,** 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.)	$1,500.00
Operational	$4,995.00
Direct Services	$23,505.00
Total	$30,000.00

Explanation of Funding Details:

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Administrative ($1,500.00): Salary and benefits support for program administration by executive director which includes overall program management of Project GRANDD and a pro-rata portion of accounting and audit fees to prepare invoices and ensure transparent financial reporting. The executive director is paid $98,800 annually. Benefits are calculated at 20% of salary.

Operational ($4,995.00): Includes pro-rata facility expense allocation (rent/utilities/phone/internet, client phone/email/text communications system, office equipment repair, security and housekeeping); payroll; criminal background checks for new volunteers and staff; cost of required liability insurance coverage; office supplies that are not specific to the program; staff training; printing of stationary and envelopes and other materials; local travel reimbursement for client home visits, community-based group programming and other programmatic purposes.

Direct Services ($23,505.00): Includes program supplies (materials pertaining to the scope of the programming and consumed by the program); client support assistance (food, clothing, school supplies, household goods, emergency utility and rent payments and similar expenses); transportation stipends; fees for curriculums and assessments; fees and supplies for family outings (bonding events for program participants); in-home tutoring; postage to mail monthly client newsletters and other program materials; toys and supplies for childcare during support groups; case management CRM subscription (to manage client interactions and measure outcomes). Salaries for direct program staff includes executive director (support group and outing facilitation & assistance, childcare, client support assistance provision, outreach, client education and training and program planning, reporting and evaluation; salary $98,800), program director (client intake, client education & training, support group facilitation, supervision of program staff, program planning, reporting and evaluation and outreach activities; salary $77,250 annually), case managers (assessments, care plans, service coordination, information & referral, advocacy, client education and training, support group facilitation, client assistance and family outing support; $20 - $29.63/hour) and program manager (assists with support groups, outings and educational programs, conducts client communications, creates and mails monthly client newsletters, manages client CRM and assists with report preparation; $25.50/hour). Fringe benefits including FICA and unemployment insurance expense are calculated at 20% of salary.

Program Performance Measures:

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Innovative Solutions for Disadvantage and Disability, Inc. agrees to track and report program performance to the Fulton County Department of Community Development.

County Defined Performance Measure(s):

Children and Youth: Not Applicable

Disabilities: Not Applicable

Economic Stability: Not Applicable

Health and Wellness: Not Applicable

Homelessness: Not Applicable

Senior Services: Number of seniors who report an increase in viability to maintain independence,Number of seniors who report increased self-sufficiency resulting from in-home services

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:

Number of seniors who report increased self-sufficiency resulting from in-home services

A goal of Project GRANDD services is to ensure that seniors who are raising relative children are able to indicate they have the self-sufficiency to continue care for their relative children. This is accomplished by addressing the emotional, financial, educational, legal and health-related issues that may cause a senior caregiver to relinquish children to foster care.

Methods: Case Management, assessments and development of care plans with measurable goals, in-home parenting classes, material assistance, in-home tutoring, respite care, legal assistance, IEP and 504 Plan assistance.

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Evaluation Tools: individual care plans goal attainment, parenting education pre and post testing results, Kinship Care Participant Survey results.

Number of seniors who report an increase in viability to maintain independence.

A goal of Project GRANDD is to ensure that seniors who are raising children are able to maintain their independence so that children are not relinquished to foster care. We use assessments to identify seniors who require assistance with activities of daily living, transportation and other essential needs and provide case management and referrals to ensure caregivers receive that assistance. Our support groups also provide important emotional support to seniors that enables them to continue to provide care for their relative children.

Methods: Case Management, assessments and development of care plans with measurable goals, support groups, parenting classes, in-home tutoring, respite care, legal assistance, IEP and 504 Plan assistance, material assistance, in-home tutoring, respite care.

Evaluation tools: NCFAS- G, post-group Likert surveys, parenting education pre- and post-testing, and the Kinship Care Participant Survey

NOTE: Due to character limitations, see Agency Performance Measure section below for explaination of evalutation tools.

2. Major milestones to be achieved and supporting schedule – applies to both County and Agency defined performance measures which are the ultimate goals of all activities:

Monthly Activity Schedule:

· New client intake occurs within 3 business days of referral receipt

· Waitlisted clients are assigned case managers as staffing allows

· Client in-home visits for assessment and care plan creation scheduled within one week of case manager assignment

· Current Fulton County clients receive annual re-assessments with case plan updates

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· Fulton County clients who have completed their care plans, are no longer caring for children, or wish to discontinue services are exited from Project GRANDD

· Referrals and resources are provided to caregivers as needed by case managers

· Seniors receive weekly or monthly case management follow up based on need

· Client goal plan progress is reviewed

· Support groups for adults, children and teens and child care are provided. Transportation stipends are provided

· Material assistance, respite care, in-home tutoring, assistance with guardianship, IEP and 504 plans provided as required by clients

· Monthly newsletters created and distributed by mail and email

· Resource emails distributed to clients 2 – 3 times a month

· Client Data and case management notes are recorded in CRM

· All client service participation (support groups, parenting classes, material assistance, etc.) is recorded into CRM

· Program director supervises program staff and contractors

· Executive director oversees programmatic activities

· Monthly programmatic reporting is completed

First Quarter (January to March) Specific Activities

· Fulton County report for 2023 grant submitted

· Parenting A Second Time Around, 8 weekly classes January 18 - March 14, transportation stipends to enable clients to participate in services and refreshments provided

· 123 Magic parenting education 9 weekly classes January 24 – March 20th

· March: Kinship Care Participant Survey is delivered to clients

· Two case managers participate in Parenting A Second Time Around Facilitation training

· Two case managers participate in University of Maine Grandfamilies Leadership Training

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Second Quarter (April to June) Specific Activities

· Kinship Care Participant Survey results analyzed, changes to service delivery are made as needed

· Family Fun Day outing and School Supply drive are planned

· In-home 123 Magic parenting education programming as scheduled with individual clients

· University of Maine Grandfamilies Leadership Training concludes for two case managers

· April 18 & 19 - all program staff participate in Standards of Quality for Family Strengthening & Support certification training

· Program staff apply Standards of Quality to ISDD services and develop plans to move from minimum quality to high quality indicators for each standard

· Fulton County contract executed, if awarded

Third Quarter (July to September) Specific Activities

· School supplies distributed to families

· Family Fun Day outing occurs, transportation stipends provided

· Case Management Satisfaction Survey is distributed to clients

· Kinship Care Participant Survey distributed (September)

· In-home 123 Magic parenting education programming as scheduled with individual clients

· Adopt-a-Family for holidays planning begins

· Work continues on plan to improve Standards of Quality indicators

· Fulton County Programmatic report and invoice submitted if contract is awarded

Fourth Quarter (October to December) Specific Activities

· Second Fulton County invoice submitted, if contract awarded

· Kinship Care Participant and Case Management Satisfaction survey results analyzed, program changes are made as necessary

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· In-home 123 Magic parenting education programming as scheduled with individual clients

· Adopt-a-Family bios and wish lists are collected and posted to Roonga.com for adoption

· Donors are solicited to adopt families, gifts and food donations are collected and distributed to families

· Work continues on plan to improve Standards of Quality indicators

Agency Defined Performance Measure(s):

1. 80% seniors report less stress as a result of participating in Project GRANDD activities.

This is a critical Project GRANDD goal as it ensures that grandparents can continue to raise their relative children.

Methods: peer support groups, case management, assessments and development of care plans with measurable goals, parenting education, family outings, in-home tutoring, respite care, legal assistance, IEP and 504 Plan assistance,

and material assistance.

Evaluation tools: NCFAS- G, post-group Likert surveys, parenting education pre- and post testing, and the Kinship Care Participant Survey.

2. 80% seniors report knowing how to access and utilize social service agency resources.

Kinship caregivers who understand how to access resources are more likely to continue to care for their relative children.

Methods: support groups, case management, assessments and development of care plans with measurable goals.

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Evaluation tools: case management notes, NCFAS- G and the Kinship Care Participant Survey.

3. 80% seniors report improved relationships with the children they are raising.

Grandparents who feel that they have strong relationships with the children they're raising are more likely to continue to provide care for them.

Methods: parenting education, peer support groups, newsletters and case management.

Evaluation tools: parenting education pre- and post test results, post group Likert surveys, case management notes, Kinship Care Participant Survey.

NOTE due to character limitations: see County Defined Performance Measure Section for program milestones and supporting schedule, which applies to ALL performance measures.

3. Data collection tool(s)/ source(s) used

Client data is collected using intake and care plan forms. We use NCFAS- G assessment tool and surveys to gather additional data which helps us to determine Project GRANDD's impact on grandfamilies and the performance measures concerning our kinship services. This includes:

NCFAS-G - North Carolina Family Assessment Scale – General is a validated assessment tool designed to evaluate the strengths and needs of families. The scale assess family functioning, identifies areas for intervention, and guides decision-making processes. It provides a structured framework for case managers to evaluate various aspects of a family's life and functioning.

The **Kinship Care Participant Survey** is administered twice a year to Project GRANDD participants and includes questions regarding the services and resources the participant may have used and their satisfaction with those services. Other questions using a Likert scale are used to measure attitudes, preferences and subjective reactions relating to various kinship issues. This includes whether the grandparents feel able to continue to care for the children in their care, can handle problems as they arise, feel confident in their ability to help their grandchild grow and develop, etc. The survey also includes questions concerning how

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stressed the caregiver feels, if their health and sense of well-being have improved and if they feel better able to cope with caring for their grandchildren.

The **Case Management Services Satisfaction Survey** is provided to clients who receive this service annually in July and **Program Exit Surveys** are provided to clients who no longer require our services to determine their level of satisfaction and collect feedback that can help us improve our programming. We use Likert Scale **Post Event Surveys** after every support group for adults, children and teens and at the conclusion of Family Fun Day Outings to find out if participants found the events reduced their stress, taught them something new or if they have suggestions to improve our programming.

We use **parenting curriculum pre- and post-testing** provided by the publisher to evaluate change in knowledge as well as client satisfaction with the service.

Case Notes, goal tracking and service participation entered into each client's record in our CRM, Apricot 360, is another source of information used in our performance measurement process. Through Apricot's outcome reporting we can track a client's progress in Project GRANDD.

All the data we collect is entered into **Apricot 360,** a secure cloud platform for client relationship management (CRM), case management service coordination and tracking, outcome measurement and program evaluation. ISDD made this investment in order to rigorously evaluate the effectiveness of Project GRANDD. Apricot Core allows us to efficiently collect, manage and analyze data related to Project GRANDD goals and objectives. We are able to create customized forms and surveys to collect this information and use robust reporting and visualization tools to help interpret the data. Using this planform, we are able to track progress over time and make informed decisions about our services, leading to improved outcomes and greater impact. We are one of the very few kinship services programs in the state as well as the nation that is using this technology.

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.

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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

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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 **$30,000.00.**

(b) Upon receipt and approval of Contractor's invoice delineating projected expenditures for the first six months of the contracting period. Upon receipt and approval of said invoice,

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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.

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(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:

Innovative Solutions for Disadvantage and Disability, Inc.
4282 Memorial Dr. Ste. B
Decatur, Georgia 30032

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

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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

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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.

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Contractor acknowledges that **Innovative Solutions for Disadvantage and Disability, 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,

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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:

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(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.

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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.

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STATE OF GEORGIA

COUNTY OF FULTON

FORM F: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services[1] under a contract with **[insert name of prime contractor (Agency)]** Innovative Solutions for Disadvantage and Disability, 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.

1189595
EEV/Basic Pilot Program* User Identification Number

Innovative Solutions for Disadvantage and Disability, Inc.
Name of Contractor (Agency)

Rainie B. Jueschke
BY: Authorized Signature of Officer or Agent of Contractor

CEO/Executive Director
Title of Authorized Officer or Agent of Contractor of Contractor

Rainie B. Jueschke
Printed Name of Authorized Officer or Agent of Contractor

Sworn to and subscribed before me this 22 day of February, 2024.

Notary Public: [signature]

County: DeKalb

Commission Expires: February 23, 2027

[1]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.

[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].

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STATE OF GEORGIA

COUNTY OF FULTON

FORM G: GEORGIA SECURITY AND IMMIGRATION SUBCONTRA

By executing this affidavit, the undersigned subcontractor verifies its compl 13-10-91, stating affirmatively that the individual, firm or corporation whicl physical performance of services[3] under a contract with **[insert name o (Agency)]** Innovative Solutions for Disadvantage & Disability on beha **Government** has registered with and is participating in a federal work author accordance with the applicability provisions and deadlines established in O.(

1522290

EEV/Basic Pilot Program* User Identification Number of Subcontractor

Deo Gloria dba In-Home Tutors- Atlanta

Name of Subcontractor (Individual/Agency)

BY: Authorized Signature Officer or Agent of Subcontractor

Director

Title of Authorized Officer or Agent of Subcontractor

Dennis Freeman

Printed Name of Authorized Officer or Agent of Subcontractor

Sworn to and subscribed before me this 16th day of February 2024

Notary Public: S. Smith

S SMITH
NOTARY PUBLIC
Cobb County
State of Georgia
My Comm. Expires Apr. 10, 2027

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INNOSOL-01 FFINNEY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/13/2024

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 Siegel Insurance Inc 2987 Clairmont Rd Suite 425 Atlanta, GA 30329	CONTACT NAME: PHONE (A/C, No, Ext): (404) 633-6332 FAX (A/C, No): (404) 633-9388 E-MAIL ADDRESS: info@siegelinsurance.com
INSURED Innovative Solutions for Disadvantage and Disability 4282 Memorial Drive Suite B Decatur, GA 30032	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Philadelphia Insurance Company — 18058 INSURER B : Hanover (Allmerica Companies) — 22292 INSURER C : INSURER D : INSURER E : INSURER F :

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	x		PHPK2647129	1/11/2024	1/11/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 3,000,000 $ 3,000,000
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			PHPK2647129	1/11/2024	1/11/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			PHUB897742	1/11/2024	1/11/2025	EACH OCCURRENCE AGGREGATE Aggregate	$ 2,000,000 $ $ 2,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WHA4969629	2/5/2024	2/5/2025	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 500,000 $ 500,000 $ 500,000
A	Professional Liabili			PHPK2647129	1/11/2024	1/11/2025	Aggregate	3,000,000

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

Abuse and Molestation Coverage: $1,000,000 Each Abusive Conduct and $1,000,000 Aggregate Limit

Additional Insured as required by written agreement: Fulton County Government, Its employees, servants and agents. Coverage on Commercial General Liability, Automobile and Umbrella is primary and non-contributory. Waiver of Subrogation in favor of the additional insured is included as required by written agreement.

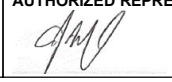
CERTIFICATE HOLDER

Fulton County Government
141 Pryor street
Atlanta, GA 30303-3401

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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

OWNER:

FULTON COUNTY, GEORGIA

DocuSigned by:
Robert L. Pitts
BA715B1A26544E7...

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST:

DocuSigned by:
Tonya R. Grier
EEC476C4837648D...

Tonya R. Grier
Clerk to the Commission

(Affix County Seal)

DocuSigned by:

CONTRACTOR:

VENDOR NAME **Innovative Solutions for Disadvantage and Disability, Inc.**

DocuSigned by:
Rainie Jueschke
0E9266128C4A441...

Name of Signatory: Rainie B. Jueschke, CFRE
Title of Signatory: Executive Director

Authorized Signature

ATTEST:

DocuSigned by:
Thindiwia Bellamy
1FE3F18989A5490...

Name of 2nd Signatory: **Thindiwia Bellamy**
Title of 2nd Signatory: **Program Director**

Second Authorized Signature

(Affix Corporate Seal, if applicable)

APPROVED AS TO FORM:

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

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FULTON COUNTY

CONTRACT DOCUMENTS

FOR

REQUEST FOR PROPOSAL 24RFP013124C-MH

2024 CONSOLIDATED COMMUNITY SERVICES PROGRAM

FOR

DEPARTMENT OF COMMUNITY DEVELOPMENT

OF

FULTON COUNTY, GEORGIA

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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 **East Atlanta Kids Club** (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:

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ARTICLE I - PARTIES AND TERM:

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

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

(c) Nothing contained in this Agreement shall be 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...,In school Afterschool Out of School Programs to help bring up academic...,Programs and services focusing on one or more of the six National Milestones of My Brothers Keeper...

Disabilities: Not Applicable

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Economic Stability: Not Applicable

Health and Wellness: Not Applicable

Homelessness: Not Applicable

Senior Services: Not Applicable

Veterans Services: Not Applicable

East Atlanta Kids Club, East Atlanta Kids Club: Out of School Time Programming 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
Brownwood Recreation Center	602 Brownwood Avenue S.E.	Atlanta	GA	30316	NA	4,5

Approach and Design:

East Atlanta Kids Club, East Atlanta Kids Club: Out of School Time Programming will provide services to **70** clients that reside in Fulton County, with CCSP funding.

East Atlanta Kids Club, will provide the following activities and services in Fulton County with CCSP funding:

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Health & Human Services Key Performance Indicators

1. Percentage of sixth through eighth graders who meet target reading levels

2. Percentage of third through fifth graders who meet target reading levels

3. Percentage of students over achieving each year

Through afterschool and summer camp programming, we aim to serve 70 Fulton County youth in 2024. The majority of these youth will be elementary aged students from Atlanta Public Schools within Fulton County (Benteen Elementary and Parkside Elementary primarily). Some will be middle school aged students from Atlanta Public Schools within Fulton County (King MS and Howard MS primarily). For our youth within this cohort that are in grades 6-8 or grades 3-5, we will seek to obtain Milestones and MAP (reading) scores to compare to their subgroups within their schools (as this is the best baseline for comparison). We will then chart improvement over time based on subsequent data. During daily afterschool programming, we hold 60 minutes of learning acceleration/homework help time aside in addition to our STEAM-based programming. Additionally, we intend to foster an increased love of learning in 2024 through creation of an EAKC library in partnership with a community Eagle Scout and local businesses such as Bookish Atlanta and an incentive program that rewards program youth by empowering them to select books from this library. During summer programming, we will partner with Literacy education program, Leap Year, to hold daily reading sessions with program youth at the elementary level as well, tapping Leap Year fellows as our summer camp counselors and utilizing their literacy education training. While all of these interventions are fully within our control, data sharing agreements with APS schools and the willingness of parents to share Milestones and MAP scores inform our ability to measure literacy outcomes well. We will endeavor to collect 85+% of relevant scores from youth in grades 3-5 and 6-8 to report throughout the grant period.

CSP Funding Priorities

1. In school/ Afterschool/ Out of School Programs to help bring up academic and social/behavioral levels of school-aged youth (afterschool programming, enrichment programs, tutoring, mentoring, summer camps, camps during school breaks) Our after school program for elementary school students offers academic tutoring and enrichment activities with a focus on improving reading and writing competencies and engaging the youth in a rich array of STEAM (Science, Technology, Engineering, Arts and Math)-oriented programming. Students are engaged in numerous hands-on projects that increase their competencies in reading, writing, oral expression, math and computer skills. Youth also participate in visual and performing arts, fitness activities, as well as healthy eating classes, anti-bullying and character development activities, including quarterly community service projects. In the summer, we work with professional educators to deliver a science and technology-themed summer camp. The curriculum includes computer science, robotics, music production, chemistry, physiology and life science activities, as well as dance, tennis, cycling, visual art and literacy-building activities. Our partnerships have included long-standing after school partnerships with partners such as 8 Legged Scales, Arts Education Integration Agency, Black Kid Art, and Emory SciCovery. We mainatin a literacy focused and near peer mentorship partnership with Leap Year and SEL and wellness programming with Atlanta Youth Rugby and Girls on the Run. Additionally, we have engaged the FoodWell Alliance for support with our community gardening efforts and have worked with Georgia State University and AUC staff and students to provide ongoing tutoring and mentorship for our kids & teens. In 2024, we launched a film camp partnership with AppleBox Productions, Drama Inc, Magnolia Arthouse, the Plaza Theatre, Central Atlanta Props & Sets, Neil Dorman Camera, and Cinder Lighting and Grip. Finally, we will lead an in-house podcast unit for teens in summer camp to help them share their voice and learn valuable skills in Our

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Teen Club for middle and high school students currently offers a curriculum focused on college and career readiness, entrepreneurialism, service based learning, and leadership development. Teen Club participants engage in educational and career goal-setting activities, and are supported to seek out hands-on experiences with local employers and educational institutions, including workplace tours, job shadowing experiences, and internships. The club takes Teen Club members on at least 2 college/vocational school campus tours per year and helps to facilitate other campus visits and career exploration experiences for our students. At our program site they learn job and life skills as well as career-specific skills according to their interests; in the past two years, those have included coding, carpentry, culinary arts, engineering, graphic design and audio/video production. Recent student-led service projects have centered on the homeless and hungry, senior citizens, the inhumane treatment of animals, and domestic/dating violence. In particular, our youth have engaged in career exploration with Emory University Alumni through Emory Cares.

2. Ensure Safety and Justice by providing alternatives to activities and contributing factors that lead to unhealthy behaviors in children and youth: (Truancy; Gangs; Student mobility and homelessness; Sexual activity; Vaping; Drug and alcohol abuse; Eating disorders; Cyberbullying and bullying; Juvenile Crimes; Violence in media and culture; Internet and social media addiction). This is primarily achieved through the provision of ample SEL and positive sports based youth development programming at EAKC. Through engaging in running, rugby, basketball, and tennis, our youth spend time developing authentic, supportive relationship with caring adults who can coach them not only through the drills and competencies of the sports that we offer, but also provide coaching and dialog about healthy behaviors and alternatives to unhealthy behaviors. Along with our daily STEM and learning acceleration programming, these opportunities both physically remove youth from spaces where they might fall into these unhealthy behaviors and place them into productive ones, and they also build their self-efficacy and social capital to create long-term pathways to success and opportunity.

3. Programs and services focusing on one or more of the six National Milestones of My Brother’s Keeper (MBK) Alliance (MBK addresses persistent opportunity gaps faced by boys and young men of color and ensure that all young people can reach their full potential) https://www.obama.org/mbka/our-work The six National Milestones of MBK Alliance align neatly with Fulton County's KPIs for "All People are Self-Sufficient". In particular, we are focused on the following" "Getting a Healthy Start and Entering School Ready to Learn," "Reading at Grade Level by Third Grade," "Graduating from High School Ready for College and Career," and "Keeping Kids on Track and Giving Them Second Chances". Reading through MBK milestones, the thing that stands out as a recurring need for investment is strengthening families and investing in building capacity of parents, guardians, and youth. To that end, we now have a Family Services & Outreach Manager who engages families of EAKC youth for monthly (at minimum) family engagement events that bring parents into our space and create opportunities for them to build stronger relationships with their youth and our staff. These events include, free haircuts, trunk or treat, holiday drives, days of community service, family game nights, workshops on financial wellness, workshops on advocating for youth in schools and in the community, and more. As noted above, our out of school time programming aligns with these milestones and KPIs by design, as we seek to increase literacy and reading level, ensure our youth have healthy programming and alternatives, remain on track for on-time graduation within their K-12 pathway, and prepare youth for workforce development and higher education pathways. In particular, we are seeking to ramp up a more rigorous model for our Teen Club in 2024. Historically, this program has been a natural extension of Kids Club as it originally developed as kids aged out of that setting and remained engaed with EAKC. Our new Executive Director, having come from a leading workforce development program for Opportunity Youth in Year Up, is working with our Advisory Board and Program Director to implement a more modular approach to Teen Club that is built around pathways that meet youth demand and track them toward K-12 completion and next steps - whether they be within higher education, the workforce, or alternative workforce

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development programs such as Year Up, Generation, or Per Scholas. In particular, we seek to recruit, retain, and achieve positive post-EAKC outcomes for our young men of color through creation of programming/coding, culinary arts, and AV production pathways. This design, which will lean on the expertise of young professionals in these fields from partner institutions and leading corporate partners in Greater Atlanta. In particular, we know that focusing youth on potential career pathways in these in-demand, middle skills fields and creating experiential learning opportunities can lead to an increase in the percentage of individuals and families who earn a living wage. There are clear wins in this space among programs serving 18-24 year olds, and we see our role in serving 5-17 years olds as larger in scope than simply providing out of school time programming. We have an opportunity and a responsibility to connect the dots to next steps for our youth so that they might achieve upward mobility despite their zip code, knowing that upward mobility remains elusive for far too many Atlantans, particularly young men of color. Along the way, we are concerned with a final KPI of food security. We have had an agency partnership with Atlanta Community Food Bank for many years, and historically, we served as a congregate setting partner, meaning we purchased food from ACFB to support our healthy snacks for youth during after school and summer camp and to support our healthy eating/nutrition programming. Typically, this would entail the procurement and distribution of ~6,000 pounds of quality meat, produce, dairy, and shelf-stable goods each year. In the midst of the pandemic, we have broadener our direct services to inclue weekly food distribution to our youth and familes alongside hundreds of additional neighbors in need (seniors, unsheltered neighbors, essential workers, multigenerational households at risk during the public health crisis). To this end, we hold weekly food distributions on Fridays. This support aligns with our vision to serve holistically and to create a resilient community for our youth and their families. In 2024, we anticipate we will distribute and additional 60,000 pounds of food to our community. This is not our primary area of direct service, but it is crucial, and it ensures our people are well. To reiterate, we operate through many community collaborative relationships, including but not limited to: Atlanta Community Food Bank (weekly food distributions as a partner agency), Emory University Alumni Association and Emory Cares (program volunteers), Emory SciCovery (STEM instruction), Georgia State University (program volunteers and interns), Atlanta University Center (program volunteers), Black Kid Art (art instruction), FoodWell Alliance (garden assistance and funding), Kemunity Yoga, Girls on the Run, Atlanta Youth Rugby (sports based youth development and SEL programming), and Leap Year (camp counselor staffing and literacy instruction). Beyond these programmatic partnerships, we have been fortunate to work with several local businesses to support our programming through in-kind services, including but not limited to: Roots Real Estate, Emerald City Bagels, Set Supplies, Saucebox Apparel,, East Atlanta Community Association, Qommunity, Joes Coffee, East Atlanta Parents Network, Girls Scouts, Temple University, Argosy East Atlanta, Dell Technologies, and more. We have a robust network of supporters, from storefront businesses in East Atlanta, to large corporations based in Atlanta, to non-profits working alongside us in this space. As we continue to refine our programming in our 26th year of service, we are seeking to establish stronger bonds and linkages to other organizations to provide a continuity of care such that a child can enter our program at the age of 5 and exit at 17 with a clear pathway and a community of wraparound support ensuring that they are able to reach their full potential and return to serve their community with the same care that was poured into them.

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.

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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.)	$2,000.00
Operational	$9,000.00
Direct Services	$29,000.00
Total	$40,000.00

Explanation of Funding Details:

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We are seeking $2,000 (5%) in Administrative support. This will support our ongoing accounting work with our external CPAs (Marshall Jones for monthly support and Gregg Bossen for annual audit support) and the salary of our Associate Director of Operations & Development who will support the Executive Director in managing this contract and the direct service program staff who deliver the work to our youth and their families.

The $9,000 in Operational costs includes partial utilities (gas and electric) at our program site, Brownwood Park Recreation Center, office supplies, transportation required for direct services that are not directly youth-facing (e.g. transportation costs associated with increased food distribution efforts), and increased efforts in marketing the program to an expanded pool of youth, families, and community partners. We have seen a surge in operational costs related to utilities in particular as our enrollment has surged at our program site. Ensuring these occupancy expenses are well supported ensures that our staff and youth have a safe, producitve place to experience our program.

The $29,000 in Direct Services costs would fund partial salary for our crucial Program staff, supporting the following roles (base salary for each role in parentheses - not inclusive of total expenses associated with each employee/role): Program Manager 1 ($45,000), Family Services & Outreach Manager ($45,000), Program Assistant/Driver ($35,000), and Afterschool Instructors (in aggregate, $54,000). These staff are the lifeblood of our program, and they are driving the increase in service days, piloting new STEAM curriculum that aligns with workforce development pathways, and increasing contact hours with youth through our newly launched family engagement opportunities and our expanded after school and extended summer camp programming. Any Direct Services expenses not allocated to these program staff will support additional STEAM tutors & instructors and Student transportation expenses related directly to the utilization of EAKC vehicles to pick up youth from local schools and drop them off at their homes. This student transportation is one of the primary ways we reduce barriers to the program for our youth, and we consider it a direct service expense as it relates directly to youth transportation vs. staff travel.

Program Performance Measures:

East Atlanta Kids Club 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 boys/young men of color benefiting from My Brother's Keeper (MBK) Alliance six National Milestones...,Number of families attending support sessions and family engagement opportunities,Number of school-aged youth engaged in/benefiting from In school/ Afterschool/ Out of School Programs...

Disabilities: Not Applicable

Economic Stability: Not Applicable

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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:

Number of school-aged youth benefiting from Afterschool/ Out of School Programs to help bring up academic and social/behavioral levels. For this KPI, we intend to serve 70 Fulton County youth during our program year, with the ratio of youth served split evenly between after school and summer camp. That is, we seek to ensure 35 youth participants in after school offering. This is a 40% increase from our 2023 goal of 50 Fulton County youth (2023 actual 64), and as we already have served 32 Fulton County youth through 2/23/2024 in our daily afterschool programming, we feel we are able to achieve this goal. This year, we will also measure SEL impact through a grant-funded partnership with HelloInsight (this is funded by the Heisman Trophy Youth Development Fund, but the data will be usable and shareable for all funding sources).

Number of families attending support sessions and family engagement opportunities. We know that familial support and building the capital and capacity of our parents/guardians is critical, so we will endeavor to hold at minimum 2 family engagement events per quarter and to engage 50+% of our EAKC parents/guardians on a quarterly basis (defined by attendance at a family engagement event and/or logged volunteer hours outside of a family engagement event. We will also engage ALL of our parents/guardians through monthly newsletters and conversations at pick-up and drop-off.

Number of boys and young men of color benefiting from My Brother's Keeper programs and services that addresses persistent opportunity gaps (defined by six National Milestones of My Brother's Keeper (MBK) Alliance). Of our 70 Fulton County youth, we intend to enroll at least 35 young men of color. In particular, we intend to focus this recruitment on our teen club modules focused on career pathways to ensure our young men of color have clear opportunities to pursue mobility beyond our programming for 5-17 year old youth. This year, teen club will focus on skills that have a direct correlation to workforce outcomes (computer programming, film production, A/V production & podcasting)

Agency Defined Performance Measure(s):

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Our program provides afterschool programming that creates linkages to school day learning and empowers students to be more focused to learn, improve their self-confidence, and equip them with social and emotional skills based on positive youth development. Our youth also benefit from enrichment activities that increase their interest in STEAM related careers and that expose them to real-world application of STEAM concepts. We expect to demonstrate the following:

Improvements in Homework Completion (1) At least 60% of students who regularly attend our after-school program will complete their homework assignments with accuracy. We will monitor and communicate about student progress with parent and school teachers. Student progress refers to helping students set and meet homework goals, develop discipline and create healthy study habits. Homework completion and level of accuracy (low, medium, high) will be collected using weekly homework logs and staff observation notes (positive feedback provided, comments on mastery of concepts, areas of need, strengths, or next steps, for example). The method of data collection involves homework logs competed by staff as listed above.

Improvements in Social and Emotional Behaviors At least 60% of students who attend our after-school program regularly will show improvement in social-emotional skills throughout the year of at least average to high functioning level. We will partner with HelloInsight to provide data about our youth's SEL evalutions relative to a large, validated dataset of youth (200,000+ records). This is a tool provided to us by separate grant funding through the Heisman Trophy Youth Development Fund, and it will highlight our strengths and growth areas for supporting SEL at EAKC.

Increase Physical Activity At least 80% of students will participate in physical activities for 30 minutes, 4 times per week throughout the grant period. This will be logged in Salesforce under Program Activity Description and is able to be pulled for reporting purposes Increase

Parent/Guardian Capacity At least 50% of Kids Club and Teen Club parents/guardians participate in Family Engagement/Parent Cafes programming, increasing their capacity and providing qualitative feedback to ensure iterative improvement of program

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

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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.

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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

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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.

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(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:

East Atlanta Kids Club
602 Brownwood Ave. SE
Atlanta, Georgia 30316

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

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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.

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(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 **East Atlanta Kids Club**, its directors, officers, employees, agents and assigns shall have no right of redress pursuant to the Personnel Rules and Regulations of Fulton County.

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(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

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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:

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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.

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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.

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STATE OF GEORGIA

COUNTY OF FULTON

FORM F: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services[1] under a contract with **[insert name of prime contractor (Agency)]** East Atlanta Kids Club, 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.

50801
EEV/Basic Pilot Program* User Identification Number

East Atlanta Kids Club, 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

Ryan Downey
Printed Name of Authorized Officer or Agent of Contractor

DANIELLE ERWIN NOTARY PUBLIC FULTON COUNTY, GA MY COMMISSION EXPIRES OCTOBER 12 2024

Sworn to and subscribed before me this 26 day of February, 2024.

Notary Public: Danielle Erwin

County: Fulton

Commission Expires: October 12, 2024

[1]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.

[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].

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STATE OF GEORGIA

COUNTY OF FULTON

FORM G: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT

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

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

N/A
Name of Subcontractor (Individual/Agency)

N/A
BY: Authorized Signature Officer or Agent of Subcontractor

N/A
Title of Authorized Officer or Agent of Subcontractor

N/A
Printed Name of Authorized Officer or Agent of Subcontractor

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

Notary Public: _____

County: _____

Commission Expires: _____

[3]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.

[4]*[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].

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/19/2024

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

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Church Mutual Insurance Co	
INSURER B : Healthcare Mutual Captive Ins.	
INSURER C : Great American Executive Liab	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
East Atlanta Kids Club
955 Ormewood Ter SE
Atlanta GA 30316

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	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y		0399372-25-693964	01/19/2024	01/19/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Professional Liability	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 3,000,000 $ 3,000,000 $ 1,000,000
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			0399372 09-693913	01/19/2024	01/19/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Uninsured motorist	$ 1,000,000 $ $ $ $ 1,000,000
A	[X] UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			0399372 85-693969	01/19/2024	01/19/2025	EACH OCCURRENCE AGGREGATE	$ 3,000,000 $ 3,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		050-000993-24	01/01/2024	01/01/2025	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 500,000 $ 500,000 $ 500,000
C	Directors and Officers			EPP3860465	01/19/2024	01/19/2025	D&O Liability EMPLOYMENT	$1,000,000 $1,000,000

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

Hired Car Physical Damage -$1,000 ded comprehensive and $1,000 ded Collision - 0399372-09-69391 - 01/19/2024-01/19/2025
Employee Dishonesty - 0399372-25-69396- 01/19/2024- 01/19/2025- Limit $53,550
Abuse and Molestation - 0399372-25-69396 - 01/19/2024- 01/19/2025 - Limit $1,000,000

CERTIFICATE HOLDER
Fulton County Government
141 Pryor St SW
Atlanta GA 30303-3408

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

AUTHORIZED REPRESENTATIVE

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

OWNER:

FULTON COUNTY, GEORGIA

DocuSigned by:
Robert L. Pitts
BA715B1A26544E7...

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST:

DocuSigned by:
Tonya R. Grier
EEC476C4837648D...

Tonya R. Grier
Clerk to the Commission

DocuSigned by:

(Affix County Seal)

CONTRACTOR:

VENDOR NAME **East Atlanta Kids Club**

DocuSigned by:
Ryan Downey
939682CEA02E4F9...

Name of Signatory: Ryan Downey
Title of Signatory: Executive Director

Authorized Signature

ATTEST:

DocuSigned by:
Uthra Ramaswamy
DD574C44C58F400...

Name of 2nd Signatory: **Uthra Ramaswamy**
Title of 2nd Signatory: **Board Secretary**

Second Authorized Signature

DS

(Affix Corporate Seal, if applicable)

APPROVED AS TO FORM:

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

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FULTON COUNTY

CONTRACT DOCUMENTS

FOR

REQUEST FOR PROPOSAL 24RFP013124C-MH

2024 CONSOLIDATED COMMUNITY SERVICES PROGRAM

FOR

DEPARTMENT OF COMMUNITY DEVELOPMENT

OF

FULTON COUNTY, GEORGIA

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

WITNESSETH

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

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

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

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

The Agreement was approved by the Fulton County Board of Commissioners on **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:

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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

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ARTICLE 15. CAPTIONS

ARTICLE 16. GOVERNING LAW

ARTICLE 17. JURISDICTION

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ARTICLE I - PARTIES AND TERM:

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

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

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

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

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

ARTICLE II - SCOPE OF CONTRACTOR'S DUTIES:

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

SCOPE OF WORK:

Consolidated Community Services Program (CCSP)

CCSP Service Category: Economic Stability/Poverty

CCSP Funding Priority(ies):

Children and Youth: Not Applicable

Disabilities: Not Applicable

Economic Stability: Improved access to economic opportunities programs/resources focused on foundational education...,Training Job Development Employment which leads to self sufficiency Ex offender support services...

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Health and Wellness: Not Applicable

Homelessness: Not Applicable

Senior Services: Not Applicable

Veterans Services: Not Applicable

Trees Atlanta, Inc., Youth Tree Team Employment and Enrichment 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
Adair Park II	Gillette Ave SW	Atlanta	GA	30310	5	5
John Lewis Freedom Park	John Lewis Freedom Parkway	Atlanta	GA	30306	4	4,6
Southside Atlanta BeltLine Arboretum	Multiple sites on trail	Atlanta	GA	30315	5	5
Westside Atlanta BeltLine Arboretum	Multiple sites on trail	Atlanta	GA	30310	5	4,5

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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
Trees Atlanta Kendeda TreeHouse	825 Warner St. SW	Atlanta	GA	30310	5	5
Connally Nature Park	Mulberry Court	East Point	GA	30344	6	5,6
Neighborhood Tree Planting sites	Multiple addresses across Atlanta	Atlanta	GA		5	4,5,6
Proctor Creek Greenway	Multiple addresses along Proctor Creek in west Atlanta	Atlanta	GA	30318	6	6

Approach and Design:

Trees Atlanta, Inc., Youth Tree Team Employment and Enrichment Program will provide services to **28** clients that reside in Fulton County, with CCSP funding.

Trees Atlanta, Inc., will provide the following activities and services in Fulton County with CCSP funding:

Youth Tree Team's activities and outcomes will primarily support CSP Economic Stability / Poverty Funding Priorities #2 and #5 above.

Those being: Training/Job Development/Employment which leads to self-sufficiency AND Improved access to economic opportunities, programs and resources focused on foundational education, career

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exploration coaching to re-engage youth up to 21 and job readiness skills for employment.

The program also supports skills development for the middle skills jobs noted in priority #4, as it provides entry level opportunities during the first year that incorporate significant training and instruction and that evolve into positions of leadership and meaningfully higher pay for returning students.

Note: The Youth Tree Team program primarily addresses issues related to Fulton County Strategic Priority Area (4), Infrastructure and Economic Development and does not provide services that tie to the Key Performance Indicators under Health and Human Services. However, Youth Tree Team does support Fulton high school student education by teaching financial literacy and personal budgeting throughout the summer. The program also exposes students to job opportunities that will be available for those who graduate high school, helps build knowledge in natural sciences, and develops students' self-confidence and personal responsibility that will support their educational success when they return to the classroom after the summer. In those ways, there is support for the desired outcomes under the Health and Human Services Strategic Priority Area.

Activities within the Program

Youth Tree Team consists of five primary activities to help students learn new skills and concepts.

- All team members work outside at least two days per week. Activities include watering trees, weeding, pruning young trees, mulching, and cutting and pulling out undesirable invasive plants. This is hard work that develops the students physically, helps them build resilience and allows them to learn the specific technical skills (like pruning) needed to perform the work effectively and efficiently. They perform this work on the Atlanta BeltLine and in neighborhoods across the metro area, helping to ensure newly planted trees and shrubs have their intended impact for area residents.
- Students work in the classroom and the field with our trained staff and other experts to understand plant science, tree identification, invasive plant identification, the ingredients trees need to thrive and why trees are important in urban environments.
- We take students on field trips or host professionals in-house to discuss their careers, how they got started, what one might expect to do day to day in those jobs, and what different career paths can offer. We will also host our third career fair this summer, bringing in non-profit, government and corporate partners to educate students about other opportunities they might pursue after high school or college.
- Our partner, the Community Sustainability Enterprise, brings the students seven weeks of financial literacy training. This component teaches the kids about opening and managing bank accounts, the necessary balance between saving and spending (personal budgeting), the compounding effect of long-term investing and the upside to forgoing consumption today.
- Finally, the students put their new found skills and understanding to use in small teams, managing their own capstone projects and associated budgets. The team then creates a

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presentation to share their findings, successes and challenges with the other teams, Trees Atlanta staff and board members, and their parents. The capstone focus is organization, teamwork, and presentation skills.

Trees Atlanta has leveraged collaborative relationships to support the Youth Tree Team since we launched the program in 2016. Some of our key partners include the following.

1. City of Atlanta, Department of Parks and Recreation. Provides financial support for the Youth Tree Team summer program.
2. Community Sustainability Enterprise (CSE). A nonprofit partner that hosts weekly financial literacy sessions with our summer team members. This organization pursues an active role in the socioeconomic transformation of low income/high potential communities through financial literacy and job skills training.
3. Georgia Forestry Foundation (GFF) assists us with educational content regarding the value and uses of timber-related products and the proper management of our forest resources. They will host an enrichment day at a processing mill this summer.
4. University of Georgia Warnell School of Forestry is a field trip partner and educational resource provider.
5. Fifth Third Bank financially supports the Community Sustainability Enterprise so that CSE's financial literacy services may be provided free of charge to our program.
6. Dorsey Tree Nursery and Summer Shade are two of our tree nursery providers and they host our students to help them understand nursery operations.
7. The Atlanta BeltLine, Inc. educates our team members regarding the development and impact of the Atlanta BeltLine on the greater Atlanta community.
8. Arabia Davidson Mountain National Heritage Area partners with us for outdoor experiential learnings with its Park Ranger.
9. Georgia Tech partners with us to give tours of their Living building, one of the most sustainable buildings in the southeast.
10. Atlanta Botanical Garden will work with us on a pilot to host three students from Youth Tree Team at their facility throughout the summer.
11. WestRock is developing a tour of their facilities near metro Atlanta with a focus on sustainable packaging.
12. Sweetwater Creek will host the team for experiential learning with a park ranger.

We have attached the preliminary day to day plan for Youth Tree Team below. The schedule is a draft version of what program leadership anticipates team members will be doing each day of the 7-week summer, including outdoor work days, financial literacy days, capstone project works days, etc.

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Designation of CSP Funds:

Based on the awarded amount of **$29,169.00,** 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.)	$1,150.00
Operational	$1,250.00
Direct Services	$26,769.00
Total	$29,169.00

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Explanation of Funding Details:

The Youth Tree Team budget for 2024 includes costs for organizational infrastructure that is critical to creating and managing the program. Our summer 2024 budget spans across our 2024 and 2025 fiscal years, with the majority of summer 2024 Youth Tree Team costs being incurred during fiscal 2024. Those costs include the expenses to develop the program, market the program to schools and recruit students, hire and train Senior leads, pay for trucks, tools and other equipment plus insurance, and rent needed transportation. In May and June, we begin paying Youth Tree Team participants including both the senior leads and the high school 'leaders-in-training', who are the students coming back for a 2nd or 3rd summer that participate in special training in May before other students arrive.

Most of the program costs in July are for ongoing payroll costs, insurance, equipment costs and some minor expenses related to the capstone projects and graduation celebration. We have included a total of $1,150 for executive administration costs, as allowed under the grant terms. This figure equates to 4% of our $29,169 grant request, which is below the allowable 5% limit. Our budget breakdown by category is $1,150 administrative, $1,250 operational and $29,169 direct expenses.

Program Performance Measures:

Trees Atlanta, Inc. agrees to track and report program performance to the Fulton County Department of Community Development.

County Defined Performance Measure(s):

Children and Youth: Not Applicable

Disabilities: Not Applicable

Economic Stability: Number of individuals placed in Living Wage Employment; receiving training/job development/employment support...,Number of individuals receiving access/support for educational resources...,Number of individuals with improved access to economic opportunities, programs/resources focused on education...

Health and Wellness: Not Applicable

Homelessness: Not Applicable

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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:

Regarding the agency-defined metrics, we will count the number of Fulton students who successfully complete all program requirements and divide that figure by the number that started. Ultimately, we want every team member to complete the summer, but we have historically lost participants owing to changes in their availability, transportation issues (some of which we can resolve but not all), or a poor match between the program and the participant's interests.

We will quiz team members at summer's end to see which of them can successfully identify at least ten different trees and 10 non-native invasive plants. These figures will allow us to evaluate the ecological information that each team member absorbed during the summer through both field work and in-classroom study with our staff and guest speakers.

Finally, we track operating metrics in our normal course of business and are able to separate the work that was performed specifically by Youth Tree Team members. This operating data is collected and recorded manually by team leaders each time their group is in the field and then consolidated by the program coordinator weekly and at summer's end. This data is a compilation of the actual physical achievements of the team members during the summer.

Every other week Youth Tree Team members are given a performance evaluation with their mentor focused on Leadership, Initiative, Accountability, Teamwork, Self-Awareness, Responsibility, Professionalism, Safety, and Tree/Plant Knowledge. While not part of our formal performance measures for this grant, these evaluations help keep students on track throughout the summer to address issues early and help students maximize their seven weeks with us.

Agency Defined Performance Measure(s):

Agency metrics

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1. Number of Fulton County students who begin and complete the entire Youth Tree Team summer program (goal for at least 85% completion)
2. Number of students who are able to successfully identify at least 10 trees and 10 invasive plant species on their own (goal for at least 75% of students for both).
3. Team members will complete the following outdoor tasks: at least 1,200 young trees maintained (watered, mulched, pruned, weeded) and a minimum of 20 acres of invasive plants cleared in area greenspaces.

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**.

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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

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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 **$29,169.00.**

(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

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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

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137 Peachtree Street, SW
Atlanta, Georgia 30303

To Contractor:

Trees Atlanta, Inc.
825 Warner St. SW, Ste A
Atlanta, Georgia 30310

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.

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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

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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 **Trees Atlanta, Inc.**, its directors, officers, employees, agents and assigns shall have no right of redress pursuant to the Personnel Rules and Regulations of Fulton County.

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

ARTICLE VIII - INSURANCE

Contractor agrees to obtain, maintain and furnish to Fulton County, a Certificate of Insurance (COI) showing the required coverage during the entire term of this Agreement. All insurance

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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

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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

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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.

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STATE OF GEORGIA

COUNTY OF FULTON

FORM F: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services[1] under a contract with **[insert name of prime contractor (Agency)]** Trees Atlanta, 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.

4950904

EEV/Basic Pilot Program* User Identification Number

Trees Atlanta, Inc.

Name of Contractor (Agency)

BY: Authorized Signature of Officer or Agent of Contractor

MICHAEL T. VINCIQUERRA NOTARY PUBLIC DEKALB COUNTY, GEORGIA My Commission Expires July 5, 2024

Executive Director

Title of Authorized Officer or Agent of Contractor of Contractor

Greg Levine

Printed Name of Authorized Officer or Agent of Contractor

Sworn to and subscribed before me this 23 day of February, 2024.

Notary Public:

County: DeKalb

Commission Expires: 7-5-2024

[1]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.

[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].

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STATE OF GEORGIA

COUNTY OF FULTON

FORM G: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT

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

NOT APPLICABLE

EEV/Basic Pilot Program* User Identification Number of Subcontractor

Name of Subcontractor (Individual/Agency)

BY: Authorized Signature Officer or Agent of Subcontractor

Title of Authorized Officer or Agent of Subcontractor

Printed Name of Authorized Officer or Agent of Subcontractor

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

Notary Public: _____

County: _____

Commission Expires: _____

[3]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.

[4]*[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].

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TREEATL-01 GILMERR

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/22/2024

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	CONTACT NAME: Rhett Gilmer	
Insurance Office of America 100 Galleria Parkway Suite 600 Atlanta, GA 30339	PHONE (A/C, No, Ext): (770) 250-5368	FAX (A/C, No): (678) 919-1151
	E-MAIL ADDRESS: Rhett.Gilmer@ioausa.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : The Cincinnati Specialty Underwriters Insurance Company	13037
INSURED	INSURER B : The Cincinnati Insurance Company	10677
Trees Atlanta, Inc. 825 Warner Street SW Atlanta, GA 30316	INSURER C : Federal Insurance Company	20281
	INSURER D : Berkley Casualty Company	15911
	INSURER E :	
	INSURER F :	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	[ ] CLAIMS-MADE [X] OCCUR	X		CSU 0165123	3/19/2024	3/19/2025	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 0
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	[ ] POLICY [X] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	[ ] OTHER:						TRIA Included	$
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	[ ] ANY AUTO						BODILY INJURY (Per person)	$
	[ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS			EBA 0647816	3/19/2024	3/19/2025	BODILY INJURY (Per accident)	$
	[X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
	[ ]							$
C	X UMBRELLA LIAB [X] OCCUR						EACH OCCURRENCE	$ 5,000,000
	[ ] EXCESS LIAB [ ] CLAIMS-MADE			7819-3532	3/19/2024	3/19/2025	AGGREGATE	$ 5,000,000
	[ ] DED [X] RETENTION $ 0						TRIA Included	$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: N	N / A		KRM636007219	3/19/2024	3/19/2025	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
B	Directors & Officers			EMN 0648245	3/19/2022	3/19/2025	Per Claim / Agg	1,000,000
B	Employment Practices			EMN 0648245	3/19/2022	3/19/2025	Per Claim / Agg	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate Holder is recognized as an Additional Insured when required by written non-construction contract per form #CSGA4034 06 12.

CERTIFICATE HOLDER

Fulton County Government
141 PRYOR ST SW
Atlanta, GA 30303-3408

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Robert Hamilton

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTOMATIC ADDITIONAL INSURED - WHEN REQUIRED IN ANY NON-CONSTRUCTION CONTRACT OR AGREEMENT WITH YOU

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. **SECTION II - WHO IS AN INSURED** is amended to include as an additional insured any person or organization when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on this Coverage Part, but only with respect to "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or

2. The acts or omissions of those acting on your behalf;

in the performance of "your work" operations for that additional insured. A person or organization's status as an insured under this endorsement continues for only the period of time required by the written contract or agreement, but in no event beyond the expiration date of this Coverage Part. If no period of time is required by the written contract or agreement, a person or organization's status as an insured under this endorsement ends when your operations for that insured are completed.

The written contract or agreement must be currently in effect or become effective during the term of this Coverage Part. The contract or agreement must be executed prior to the "bodily injury", "property damage" or "personal and advertising injury" to which this endorsement pertains.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering, surveying or construction management services, including:

a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications;

b. Providing or hiring independent professionals to provide engineering, architectural, surveying or construction management services; or

c. Supervisory or inspection activities performed as part of any related architectural, engineering or construction management activities.

Professional services do not include services within construction means, methods, techniques, sequences and procedures employed by you in connection with construction work you perform.

2. "Bodily injury", "property damage" or "personal and advertising injury" to any employee of you or to any obligation of the additional insured to indemnity another because of damages arising out of such injury.

3. "Bodily injury", "property damage" or "personal and advertising injury" for which the Named Insured is afforded no coverage under this policy of insurance.

C. With respect to the insurance afforded to these additional insureds, **SECTION III - LIMITS OF INSURANCE** is amended to include:

The limits applicable to the additional insured are those specified in the written contract or agreement or in the Declarations of this Coverage Part, whichever is less. If no limits are specified in the written contract or agreement, the limits applicable to the additional insured are those specified in the Declarations of this Coverage Part. The limits of insurance are inclusive of and not in addition to the limits of insurance shown in the Declarations.

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D. With respect to the insurance afforded to these additional insureds, **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, **4. Other Insurance** is amended to include:

Any coverage provided herein will be excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent or on any other basis unless you have agreed in a written contract or written agreement executed prior to any loss that this insurance will be primary. This insurance will be noncontributory only if you have so agreed in a written contract or written agreement executed prior to any loss and this coverage is determined to be primary.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - PER CONTRACT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to Paragraph **8. Transfer of Rights of Recovery Against Others to Us** of **SECTION IV - CONDITIONS:**

If you have agreed, in a written contract or agreement, to provide a waiver of any right of recovery against a person or organization, we will waive any right of recovery we may have against that person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to that person or organization for which you have agreed to in a written contract to provide said waiver.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CinciPlus®
BUSINESS AUTO XC+®
(EXPANDED COVERAGE PLUS)
ENDORSEMENT

This endorsement modifies insurance provided by the following:

BUSINESS AUTO COVERAGE FORM

With respect to the coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

A. Blanket Waiver of Subrogation

SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer of Rights of Recovery Against Others to Us is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury" or "property damage" arising out of the operation of a covered "auto" when you have assumed liability for such "bodily injury" or "property damage" under an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution or the "insured contract".

B. Noncontributory Insurance

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance c. is deleted in its entirety and replaced by the following:

c. Regardless of the provisions of Paragraph **a.** above, this Coverage Form's Liability Coverage is primary and we will not seek contribution from any other insurance for any liability assumed under an "insured contract" that requires liability to be assumed on a primary noncontributory basis.

C. Additional Insured by Contract

SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who is an Insured is amended to include as an insured any person or organization for whom you have agreed in a valid written contract to provide insurance as afforded by this policy.

This provision is limited to the scope of the valid written contract.

This provision does not apply unless the valid written contract has been:

1. Executed prior to the accident causing "bodily injury" or "property damage"; and

2. Is still in force at the time of the "accident" causing "bodily injury" or "property damage".

D. Employee Hired Auto

1. Changes in Liability Coverage

The following is added to the **SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who is an Insured**:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. Changes in General Conditions

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance is deleted in its entirety and replaced by the following:

b. For Hired Auto Physical Damage Coverage the following are deemed to be covered "autos" you own:

(1) Any covered "auto" you lease, hire, rent or borrow; and

(2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

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However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

E. Audio, Visual and Data Electronic Equipment

SECTION III - PHYSICAL DAMAGE COVERAGE, C. Limit of Insurance is amended by adding the following:

4. The most we will pay for all "loss" to audio, visual or data electronic equipment and any accessories used with this equipment as a result of any one "accident" is the lesser of:

a. The actual cash value of the damaged or stolen property as of the time of the "accident";

b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or

c. $2,500.

Provided the equipment, at the time of the "loss" is:

a. Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;

b. Removable from a permanently installed housing unit as described in Paragraph **2.a.** above; or

c. An integral part of such equipment.

F. Who is an Insured - Amended

SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who is an Insured is amended by adding the following:

The following are "insureds":

1. Any subsidiary which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this coverage form.

However, the insurance afforded by this provision does not apply to any subsidiary that is an "insured" under any other automobile liability policy or would be an "insured" under such policy but for termination of such policy or the exhaustion of such policy's limits of insurance.

2. Any organization that is newly acquired or formed by you and over which you maintain majority ownership. The insurance provided by this provision:

a. Is effective on the date of acquisition or formation, and is afforded for 180 days after such date;

b. Does not apply to "bodily injury" or "property damage" resulting from an "accident" that occurred before you acquired or formed the organization;

c. Does not apply to any newly acquired or formed organization that is a joint venture or partnership; and

d. Does not apply to an insured under any other automobile liability policy or would be an insured under such a policy but for the termination of such policy or the exhaustion of such policy's limits of insurance.

3. Any of your "employees" while using a covered "auto" in your business or your personal affairs, provided you do not own, hire or borrow that "auto".

G. Liability Coverage Extensions - Supplementary Payments - Higher Limits

SECTION II - LIABILITY COVERAGE, A. Coverage, 2. Coverage Extensions, a. Supplementary Payments is amended by:

1. Replacing the $2,000 Limit of Insurance for bail bonds with $4,000 in **(2)**; and

2. Replacing the $250 Limit of Insurance for reasonable expenses with $500 in **(4)**.

H. Amended Fellow Employee Exclusion

SECTION II - LIABILITY COVERAGE, B. Exclusions, 5. Fellow Employee is modified as follows:

Exclusion **5. Fellow Employee** is deleted.

I. Hired Auto - Physical Damage

If hired "autos" are covered "autos" for Liability Coverage, then Comprehensive and Collision Physical Damage Coverages as provided under **SECTION III - PHYSICAL DAMAGE COVERAGE** of this Coverage Part are extended to "autos" you hire, subject to the following:

1. The most we will pay for "loss" to any hired "auto" is $50,000 or the actual cash value or cost to repair or replace, whichever is the least, minus a deductible.

2. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage, or $1,000, whichever is less.

3. Hired Auto - Physical Damage coverage is excess over any other collectible insurance.

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4. Subject to the above limit, deductible, and excess provisions we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own insured under this policy.

Coverage includes loss of use of that hired auto, provided it results from an "accident" for which you are legally liable and as a result of which a monetary loss is sustained by the leasing or rental concern. The most we will pay for any one "accident" is $3,000.

If a limit for Hired Auto - Physical Damage is shown in the Schedule, then that limit replaces, and is not added to, the $50,000 limit indicated above and the deductibles shown in the Schedule are applicable.

J. Rental Reimbursement

SECTION III - PHYSICAL DAMAGE COVERAGE is amended by adding the following:

1. We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of a "loss" to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductible applies to this coverage.

2. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:

a. The number of days reasonably required to repair the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you; or

b. 30 days.

3. Our payment is limited to the lesser of the following amounts:

a. Necessary and actual expenses incurred; or

b. $50 per day.

4. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.

5. We will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under **SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions**.

K. Transportation Expense - Higher Limits

SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions is amended by replacing $20 per day with $50 per day, and $600 maximum with $1,500 maximum in **Extension a. Transportation Expenses**.

L. Airbag Coverage

SECTION III - PHYSICAL DAMAGE COVERAGE, B. Exclusions, 3.a. is amended by adding the following:

However, the mechanical and electrical breakdown portion of this exclusion does not apply to the accidental discharge of an airbag. This coverage for airbags is excess over any other collectible insurance or warranty.

M. Loan or Lease Gap Coverage

1. **SECTION III - PHYSICAL DAMAGE COVERAGE, C. Limit of Insurance** is deleted in its entirety and replaced by the following, but only for private passenger type "autos" with an original loan or lease, and only in the event of a "total loss" to such a private passenger type "auto":

a. The most we will pay for "loss" in any one "accident" is the greater of:

(1) The amount due under the terms of the lease or loan to which your covered private passenger type "auto" is subject, but will not include:

(a) Overdue lease or loan payments;

(b) Financial penalties imposed under the lease due to high mileage, excessive use or abnormal wear and tear;

(c) Security deposits not refunded by the lessor;

(d) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and

(e) Carry-over balances from previous loans or leases, or

(2) Actual cash value of the stolen or damaged property.

b. An adjustment for depreciation and physical condition will be made in determining actual cash value at the time of "loss".

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2. **SECTION V - DEFINITIONS** is amended by adding the following, but only for the purposes of this **Loan or Lease Gap Coverage**:

"Total loss" means a "loss" in which the cost of repairs plus the salvage value exceeds the actual cash value.

N. Glass Repair - Waiver of Deductible

SECTION III - PHYSICAL DAMAGE COVERAGE, D. Deductible is amended by adding the following:

No deductible applies to glass damage if the glass is repaired in a manner acceptable to us rather than replaced.

O. Duties in the Event of an Accident, Claim, Suit or Loss - Amended

SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, 2. Duties in the Event of Accident, Claim, Suit or Loss, a. is amended by adding the following:

This condition applies only when the "accident" or "loss" is known to:

1. You, if you are an individual;

2. A partner, if you are a partnership;

3. An executive officer or insurance manager, if you are a corporation; or

4. A member or manager, if you are a limited liability company.

P. Unintentional Failure to Disclose Hazards

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 2. Concealment, Misrepresentation or Fraud is amended by adding the following:

However, if you unintentionally fail to disclose any hazards existing on the effective date of this Coverage Form, we will not deny coverage under this Coverage Form because of such failure.

Q. Mental Anguish Resulting from Bodily Injury

SECTION V - DEFINITIONS, C. "Bodily injury" is deleted in its entirety and replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish and death sustained by the same person that results from such bodily injury, sickness or disease. "Bodily injury" does not include mental anguish or death that does not result from bodily injury, sickness or disease.

R. Coverage for Certain Operations in Connection with Railroads

With respect to the use of a covered "auto" in operations for or affecting a railroad:

1. **SECTION V - DEFINITIONS, H.** "Insured contract", **1.c.** is deleted in its entirety and replaced by the following:

c. An easement or license agreement;

2. **SECTION V - DEFINITIONS, H.** "Insured contract", **2.a.** is deleted.

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - BLANKET

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

State	Description
GA	Any person or organization with whom the insured agrees to waive subrogation in a written contract.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective	03/19/2024	Policy No. KRM636007219		Endorsement No.	0
Insured	Trees Atlanta, Inc.			Premium	$1,697
Insurance Company	Berkley Casualty Company				

Countersigned by _____

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

OWNER:

FULTON COUNTY, GEORGIA

DocuSigned by:
Robert L. Pitts
BA715B1A26544E7...

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST:

DocuSigned by:
Tonya R. Grier
EEC476C4837648D...

Tonya R. Grier
Clerk to the Commission

DocuSigned by:

(Affix County Seal)

CONTRACTOR:

VENDOR NAME **Trees Atlanta, Inc.**

DocuSigned by:
Greg Levine
15D38395A2D5472...

Name of Signatory: Greg Levine
Title of Signatory: Executive Director

Authorized Signature

ATTEST:

DocuSigned by:
H. Suzie Sloan
56E2E8CDA7FA4EA...

Name of 2nd Signatory: **Suzie Sloan**
Title of 2nd Signatory: **Executive Director**

Second Authorized Signature

(Affix Corporate Seal, if applicable)

APPROVED AS TO FORM:

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

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FULTON COUNTY

CONTRACT DOCUMENTS

FOR

REQUEST FOR PROPOSAL 24RFP013124C-MH

2024 CONSOLIDATED COMMUNITY SERVICES PROGRAM

FOR

DEPARTMENT OF COMMUNITY DEVELOPMENT

OF

FULTON COUNTY, GEORGIA

DocuSign Envelope ID: 9054BE31-0433-4719-8641-14BE9F1BFE77

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 **Clubhouse Atlanta** (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:

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ARTICLE I - PARTIES AND TERM:

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

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

(c) Nothing contained in this Agreement shall be 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: Disabilities

CCSP Funding Priority(ies):

Children and Youth: Not Applicable

Disabilities: Number of community partnerships established that train and hire persons with 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...

Economic Stability: Not Applicable

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Health and Wellness: Not Applicable

Homelessness: Not Applicable

Senior Services: Not Applicable

Veterans Services: Not Applicable

Clubhouse Atlanta , Clubhouse Atlanta Recovery Through Work 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
Clubhouse Atlanta, Inc.	4755 N Peachtree Rd.	Atlanta	GA	30338	NA	1,2,3,4,5,6

Approach and Design:

Clubhouse Atlanta , Clubhouse Atlanta Recovery Through Work will provide services to **31** clients that reside in Fulton County, with CCSP funding.

Clubhouse Atlanta , will provide the following activities and services in Fulton County with CCSP funding:

1. Identifies specific activities and services that will be provided to support one or more CSP funding priorities.

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Disability Funding Priority: Programs that promote vocational and Career Readiness skills (adults with disabilities); programs that support teaching work skills, interpersonal communication, customer relations skills, and opportunities which could lead to greater self-sufficiency. Job readiness/training and job opportunities for persons with disabilities, particularly youth finishing high school.

Clubhouse Atlanta provides its members help finding and maintaining employment, which falls under the Disability Funding Priority. Our Recovery Through Work program (RTW), which includes the Work-Order-Day (WOD), is where staff and Members work side by side to run the day-to-day operations of the program while at the same time receiving job training that helps them learn valuable, transferable skills that they need to be successful in reaching their goals. RTW assists members in creating resumes, practicing for interviews, determining their desired industry, ensuring they have all the proper documentation and clothing for employment and, with the help of staff, will find, apply and work to maintain employment.

People with mental illness face inequality and challenges as they seek to obtain and maintain employment and fully integrate with society. Return to paid employment is a gateway to recovery. For members needing more support, CA offers a Transitional Employment Program (TEP). TEP allows an individual to work their way up from part-time entry level jobs to permanent, fulltime positions. CA's TEP helps fight the challenges and stigma a person with mental illness finds in obtaining and securing employment because a CA staff member trains side-by-side with them for the position and manages any problems that may arise so that the employer has very little risk and the member is supported. TEP placements are based on the needs of the membership and are managed by members and staff. These positions are often entry to mid-level, 6 to 9 months in length, and paid the prevailing wage. As part of RTW, members work on resumes, cover-letters, interview preparation, and benefit management to help prepare them for independent employment. CA supports members by teaching job etiquette and helping them obtain job appropriate clothing, if needed. An added benefit is when members return to work it helps them move towards being self-sufficient because they are earning a wage. It also allows them to become taxpayers rather than a "tax burden" since it can also reduce the cost of federal benefits they receive.

Clubhouse Atlanta also offers Supported Education (SE) to help members with their educational goals (GED, certificate, college degrees). Evidence shows that the onset of a mental illness typically occurs during the transition years from high school to college, so having a strong supported education program is a priority. CA builds relationships with local educational institutions to ensure that members are set up for success. We help members determine their educational path including visiting programs, assisting with applications, and obtaining financial aid. Once enrolled, we connect them with school disability counselors and provide continued support by teaching study techniques, stress reduction methods and in-house tutoring, often taught by other members.

2. Identifies how the activities and services will be accomplished. (3 points)

Recruitment of employers to participate in the TEP is the responsibility of staff, members, and board of directors. Our goal is to have at least 2 businesses partner in the TEP program. We host a weekly Employment Unit meeting where members discuss the types of positions that would be best for the membership, often restaurants, retail, or manual labor.

Next, we recruit employers through a three-step process:

1. Outreach via phone to determine if they have open positions and would consider using Clubhouse Atlanta members to fill those positions.

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2. Visit the employer in person to confirm placement.

3. Follow-up via email to confirm details.

Once an employer is confirmed, CA's staff and Clubhouse Atlanta member will train for the position. The job position belongs to "Clubhouse Atlanta" versus a specific member, so employers trust that we will place the members appropriately. Clubhouse Atlanta supports TEP throughout the entire process. We begin by helping members prepare resumes and cover letters and practice interviewing. We also teach job etiquette and help them obtain clothing that is job appropriate, if needed.

Like TEP, CA also provides Supported Education for our members. Members are encouraged to further their education, if desired, whether it is to receive a GED, an undergraduate or graduate degree, or a trade program.

To do so, Clubhouse Atlanta:

1. Connects with local area schools, especially their Disability Office, to determine program availability and services offered

2. Works with Members to achieve financial aid, if needed

3. Offer assistence in attaining skills needed for educational success including how to study, time management and stress management

4. Offers in-house classes or tutoring, including basic computer skills and GED prep

Other activities include:

Host weekly Job Unit meetings to determine employment needs of Members, as well as help with resumes, cover letters and interviewing

Host monthly Education Unit meetings to determine education needs of Members, as well as help with skills needed for educational success

Create a database of potential employers and educators. Goal of 2 contacts per quarter.

Secure employment position for members, per goals above

Refer members to behavioral health services

Refer members to community based services for people with disabilities

Regularly monitor earned wages of members engaged in the TEP to ensure their earned income does not exceed the maximum allowed if they are currently receiving SSI or SSD benefits

Provide support, as needed, (i.e., study groups, skills training, etc.)

Prevent health disparities by educating residents and connecting them to available resources

Number of people who receive behavioral health services

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Clubhouse Atlanta is a holistic program that not only assists with job or education goals, we also assits membes with finding housing and accessing individual services and support. We anticipate all 21 Fulton County residents will recieve these important KPIs.

4. **Proposal addresses three CSP funding priorities as identified by the primary service category selected.**

Clubhouse Atlanta's RTW Program address:

Disabilities Funding Priorities:

3. Programs that promote educational (youth with disabilities) and/or vocational and Career Readiness skills (adults with disabilities); programs that support teaching work skills, interpersonal communication, customer relations skills, and opportunities which could lead to greater self-sufficiency. Job readiness/training and job opportunities for persons with disabilities, particularly youth finishing high school. Educating/training persons without disabilities how to interact/work with persons with disabilities, in the workplace and in the community.

Clubhouse Atlanta works closely with organizations we collaborate with to find employment opportunities, as well as additional members, to participate in RTW. Since inception, we have had a close collaboration with:

1. NAMI (National Alliance for Mental Health) Georgia (referrals)

2. NAMI Northside (referrals)

3. Grady Hospital Behavioral Health (referrals)

4. Dunwoody Rotary Club - (program support, referrals)

5. Perimeter Chamber of Commerce-Employer connection

6. Summit Counseling - (referrals)

7. Georga Restaurant Association (Employer connection/training)

8. Skyland Trail (program support/referrals)

9. Southern Live Oaks Wellness (referrals)

Designation of CSP Funds:

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

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

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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.)	$0.00
Operational	$0.00
Direct Services	$25,000.00
Total	$25,000.00

Explanation of Funding Details:

Direct Services: $25,000 total

$25,000 – 23% of $110,000 Payroll Expense including fringe

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CA staff members (1) includes a Program Director and two Program Specialists. 100% of the Program Director's time is allocated to programming included in the WOD.

Program Director annual salary including fringe benefits is $57,000. The Program Director is responsible for working directly with members including assisting with culinary training, assisting with job or employment goals, training and providing additional substitute staff when needed for Transitional Employment Program.

Program Specialist 1 salary including fringe benefits for 10.5 months is $26,542. The Program Specialist is responsible for working directly with members participating in the WOD including training, goal setting, social skills and work with the members to match member goals and abilities. Clubhouse Atlanta will assume the full salary of the Program Specialist

Program Specialist 2 salary including fringe benefits for 10 months is $25,215. See above Program Specialist 1 for details.

Program Performance Measures:

Clubhouse Atlanta 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 community partnerships established that train and hire persons with 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...

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

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

1. Provides a clear explanation of the methods to be used and the specific goals to be obtained. (3 points)

*Goals are for Fulton County residents, not full program -

Number of Persons with Disabilities who are self-sufficient or able to live independently because they can achieve necessary training or education to be employed or be able to achieve comparable salaries as those without disabilities Goal: 4 or more

* Most Clubhouse Atlanta members need to keep their disability benefits so are unable to work full time. However, Clubhouse Atlanta jobs are paid the prevailing rate and if the member was able to work full time, it would allow them self-sufficiency. Our focus is on receiving comparable salaries.

- Number of Persons with Disabilities who can focus on overall wellness, including better management of their disability Goal: 10 or more

- Number of community partnerships established that train and hire person with disabilities for gainful employment (Goal: 1 or more);

Number of persons referred to programs who offer job training/readiness and/or vocational opportunities Goal: 4 or more

Clubhouse Atlanta's Recovery Through Work program has an overall goal of having 40 active members (21 or more from Fulton County) receiving services to assist them with their overall wellness, with a daily attendance of 15 (5 or more from Fulton County).

Our employment goal is 10 placements with members (4 or more from Fulton County) receiving comparable salaries as those without disabilities, and our education goal is 2 placements (1 from Fulton County). 65% of members are from Fulton County and will be served with CSP funding.

To achieve this, we will:

- Host weekly Job Unit meetings to determine employment needs of members, as well as help with resumes, cover letters and interviewing

- Host monthly Education Unit meetings to determine education needs of members, as well as help with skills needed for educational success

- Develop partnerships with 2 potential employers and educators

- Create database of community partnerships and potential employers for gainful employment

- Secure employment position or education program acceptance for members

- Provide support, as needed, i.e., study groups, skills training, etc.

- Track results including number of meetings held, resumes created, jobs or schools applied to, community outreach, positions secured, number of weeks of employment, as well as qualitative data such as feelings of self-improvement and

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overall happiness

-Provide access to behavioral health services

-Provide member access to community based services for people with disabilities (22)

2. Provides a clear description of the major milestones to be achieved with and includes supporting schedule. (3 points)

Recovery Through Work is an ongoing program. Clubhouse Atlanta will track and measure the following with (goals). We will analyze progress quarterly and make changes as needed to work towards achieving the set goals.

- # of Employment Unit meetings held (48)

- # of Education Unit meetings held (12)

- # of resumes created (10)

- # of jobs applied for (15)

- # schools applied for (2)

- # job positions secured (3)

- # education acceptances secured (1)

- # of times support is provided, i.e., study groups, skills training, etc. (5)

- % people employed for more than 20 weeks (15%)

- % increase in overall happiness, members quizzed at start of job or education and 8 weeks after start of job or 2 weeks after course completion - estimated 90%

- % increase in self-improvement, members quizzed at start of job or education and 8 weeks after start of job or 2 weeks after course completion- estimated 90%

-# of people who will receive behavioral health services (10)

-# of residents who will have access to community based services for people with disabilities (22)

3. Identifies the specific data collection tool(s)/ source(s) used to report progress on performance measures. (3 points)

Clubhouse Atlanta uses a case management system that allows us to track various types of data. The program, called Flourish, was designed for Clubhouses, by a Clubhouse program in Texas. The system is fully customizable and allows us to track many types of data such as basic demographics, education, employment, hospitalizations, incarceration, financial and more. Data is collected and entered into the database, double checked for accuracy and then the physical forms are placed in a historical binder. Data is then reviewed monthly and placed into a quarterly report that is reviewed by the Executive Director and Board of Directors.

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4. Vendor selects three County defined performance measures to report on during the contract period, as identified by the primary service category selected. (3 points)

• Number of Persons with Disabilities who are self-sufficient or able to live independently because they can achieve the necessary training or education to be employed or, be able to achieve comparable salaries as those without disabilities Goal: 4

• Number of Persons with Disabilities who can focus on overall wellness, including better management of their disability Goal: 10 or more

• Number of community partnerships established that train and hire persons with disabilities for gainful employment, Goal: 10 or more;

Number of persons referred to programs who offer job training/readiness and/or vocational opportunities, Goal: 4

Agency Defined Performance Measure(s):

Clubhouse Atlanta will specifically track the following with (goals):

Number of referred members including referrals from other agencies, self-referrals, and government referrals (20)

Number of communities engagement presentations (4)

Number of individuals enrolled into RTW, TEP and Supported Education (15)

Number of placements lasting 6 months (85%)

Number of placements lasting 9 months (70%)

Wages - track to ensure they are equal or better to employees without disabilities (95%)

Number of individuals completing educational programs (1)

Each of the above measures will be reviewed on a regular basis for effectiveness and efficiency. We will conduct member, employer, and instructor surveys bi-annually to ensure that our programming is meeting the needs of all involved. The surveys will then be reviewed by a steering committee made up of staff, members, board members, community partners and funders with the purpose of determining what, if any, changes must be made. * Most Clubhouse Atlanta members need to keep their disability benefits so are unable to work full time. However, Clubhouse Atlanta jobs are paid the prevailing rate and if the member was able to work full time, it would allow them self-sufficiency. Our focus is on receiving comparable salaries.

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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

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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.

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ARTICLE III - COMPENSATION FOR SERVICES

(a) Fulton County agrees to pay Contractor a maximum sum of **$25,000.00.**

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

(c) If through any cause, Contractor shall fail to fulfill its obligation under this Agreement in a timely and proper fashion or in the event that any of the provision or stipulations of this Agreement are violated by Contractor, Fulton County shall thereupon have the right to immediately suspend or terminate this Agreement by serving written notice as defined herein upon Contractor of Fulton County's intent to suspend or terminate this Agreement. If the Agreement is terminated pursuant to this paragraph, Contractor shall be exclusively limited to receiving only the compensation for work performed in a manner satisfactory to Fulton County up to and including the date of the written termination notice.

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

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

ARTICLE IV - RECORD KEEPING

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(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:

Clubhouse Atlanta
PO Box 888581
Dunwoody, Georgia 30356

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.

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(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

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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

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(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 **Clubhouse Atlanta** , 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,

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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.

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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.

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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.

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STATE OF GEORGIA

COUNTY OF FULTON

FORM F: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services[1] under a contract with **[insert name of prime contractor (Agency)]** Clubhouse Atlanta, 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.

#2058939
EEV/Basic Pilot Program* User Identification Number

Clubhouse Atlanta, Inc
Name of Contractor (Agency)

Denise Marie Brodsky
BY: Authorized Signature of Officer or Agent of Contractor

Executive Director
Title of Authorized Officer or Agent of Contractor of Contractor

Denise Marie Brodsky
Printed Name of Authorized Officer or Agent of Contractor

Sworn to and subscribed before me this 13th day of FEB, 2024.

Notary Public:

County: DEKALB

Commission Expires: SEP. 14, 2025

JONATHAN A RAMIREZ NOTARY PUBLIC GWINNETT COUNTY, GEORGIA MY COMMISSION EXPIRES SEPTEMBER 14, 2025

[1]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.

[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].

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STATE OF GEORGIA

COUNTY OF FULTON

FORM G: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT

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

#2058939

EEV/Basic Pilot Program* User Identification Number of Subcontractor

Clubhouse Atlanta, Inc

Name of Subcontractor (Individual/Agency)

Denise Marie Brodsky

BY: Authorized Signature Officer or Agent of Subcontractor

Executive Director

Title of Authorized Officer or Agent of Subcontractor

Denise Marie Brodsky

Printed Name of Authorized Officer or Agent of Subcontractor

Sworn to and subscribed before me this 13TH day of FEB, 2024.

Notary Public:

County: DEKALB

Commission Expires: SEP. 14, 2025

JONATHAN A RAMIREZ NOTARY PUBLIC GWINNETT COUNTY, GEORGIA MY COMMISSION EXPIRES SEPTEMBER 14, 2025

[3]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.

[4]*[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].

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CLUBATL-01 LINDAMDI

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/17/2024

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	CONTACT NAME: Linda Daniels
MD Iverson Group 8420 Senoia Rd, Suite 208 Fairburn, GA 30213	PHONE (A/C, No, Ext): (888) 289-0058 FAX (A/C, No): E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Philadelphia Indemnity Ins Co	18058
INSURER B : Philadelphia Insurance Company	23850
INSURER C : Wesco Insurance Company	25011
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Clubhouse Atlanta Inc.
PO Box 888581
Atlanta, GA 30356-0581

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:	X		PHPK2602366	9/21/2023	9/21/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			PHPK2602366	9/21/2023	9/21/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			PHUB881553	9/21/2023	9/21/2024	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WSS3710653	5/12/2024	5/12/2025	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 500,000 $ 500,000 $ 500,000
A	Professional			PHPK2602366	9/21/2023	9/21/2024	Each Claim Limit:	1,000,000
A	Professional			PHPK2602366	9/21/2023	9/21/2024	Aggregate Limit	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Additional Insured - Form #PI-GLD-HS (10/11)

Mailing Notifications:
Fulton County Government
Dept of Purchasing & Contract Compliance
130 Peachtree St., SW, Ste 1168
Atlanta, GA 30303

CERTIFICATE HOLDER

Fulton County Government
141 Pryor Street SW
Atlanta, GA 30303-3408

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GENERAL LIABILITY DELUXE ENDORSEMENT: HUMAN SERVICES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE

It is understood and agreed that the following extensions only apply in the event that no other specific coverage for the indicated loss exposure is provided under this policy. If such specific coverage applies, the terms, conditions and limits of that coverage are the sole and exclusive coverage applicable under this policy, unless otherwise noted on this endorsement. The following is a summary of the Limits of Insurance and additional coverages provided by this endorsement. For complete details on specific coverages, consult the policy contract wording.

Coverage Applicable	Limit of Insurance	Page #
Extended Property Damage	Included	2
Limited Rental Lease Agreement Contractual Liability	$50,000 limit	2
Non-Owned Watercraft	Less than 58 feet	2
Damage to Property You Own, Rent, or Occupy	$30,000 limit	2
Damage to Premises Rented to You	$1,000,000	3
HIPAA	Clarification	4
Medical Payments	$20,000	5
Medical Payments – Extended Reporting Period	3 years	5
Athletic Activities	Amended	5
Supplementary Payments – Bail Bonds	$5,000	5
Supplementary Payment – Loss of Earnings	$1,000 per day	5
Employee Indemnification Defense Coverage	$25,000	5
Key and Lock Replacement – Janitorial Services Client Coverage	$10,000 limit	6
Additional Insured – Newly Acquired Time Period	Amended	6
Additional Insured – Medical Directors and Administrators	Included	7
Additional Insured – Managers and Supervisors (with Fellow Employee Coverage)	Included	7
Additional Insured – Broadened Named Insured	Included	7
Additional Insured – Funding Source	Included	7
Additional Insured – Home Care Providers	Included	7
Additional Insured – Managers, Landlords, or Lessors of Premises	Included	7
Additional Insured – Lessor of Leased Equipment	Included	7
Additional Insured – Grantor of Permits	Included	8
Additional Insured – Vendor	Included	8
Additional Insured – Franchisor	Included	9
Additional Insured – When Required by Contract	Included	9
Additional Insured – Owners, Lessees, or Contractors	Included	9
Additional Insured – State or Political Subdivisions	Included	10

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Duties in the Event of Occurrence, Claim or Suit	Included	10
Unintentional Failure to Disclose Hazards	Included	10
Transfer of Rights of Recovery Against Others To Us	Clarification	10
Liberalization	Included	11
Bodily Injury – includes Mental Anguish	Included	11
Personal and Advertising Injury – includes Abuse of Process, Discrimination	Included	11

A. Extended Property Damage

SECTION I – COVERAGES, **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Subsection **2. Exclusions**, Paragraph **a.** is deleted in its entirety and replaced by the following:

a. Expected or Intended Injury

"Bodily injury" or property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

B. Limited Rental Lease Agreement Contractual Liability

SECTION I – COVERAGES, **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Subsection **2. Exclusions**, Paragraph **b. Contractual Liability** is amended to include the following:

(3) Based on the named insured's request at the time of claim, we agree to indemnify the named insured for their liability assumed in a contract or agreement regarding the rental or lease of a premises on behalf of their client, up to $50,000. This coverage extension only applies to rental lease agreements. This coverage is excess over any renter's liability insurance of the client.

C. Non-Owned Watercraft

SECTION I – COVERAGES, **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Subsection **2. Exclusions,** Paragraph **g. (2)** is deleted in its entirety and replaced by the following:

(2) A watercraft you do not own that is:

(a) Less than 58 feet long; and

(b) Not being used to carry persons or property for a charge;

This provision applies to any person, who with your consent, either uses or is responsible for the use of a watercraft. This insurance is excess over any other valid and collectible insurance available to the insured whether primary, excess or contingent.

D. Damage to Property You Own, Rent or Occupy

SECTION I – COVERAGES, **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE**

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LIABILITY, Subsection **2. Exclusions**, Paragraph **j. Damage to Property**, Item **(1)** is deleted in its entirety and replaced with the following:

(1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property, unless the damage to property is caused by your client, up to a $30,000 limit. A client is defined as a person under your direct care and supervision.

E. Damage to Premises Rented to You

1. If damage by fire to premises rented to you is not otherwise excluded from this Coverage Part, the word "fire" is changed to "fire, lightning, explosion, smoke, or leakage from automatic fire protective systems" where it appears in:

a. The last paragraph of **SECTION I – COVERAGES**, **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Subsection **2. Exclusions**; is deleted in its entirety and replaced by the following:

Exclusions **c.** through **n.** do not apply to damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **SECTION III – LIMITS OF INSURANCE**.

b. SECTION III – LIMITS OF INSURANCE, Paragraph 6. is deleted in its entirety and replaced by the following:

Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems while rented to you or temporarily occupied by you with permission of the owner.

c. SECTION V – DEFINITIONS, Paragraph 9.a., is deleted in its entirety and replaced by the following:

A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

2. SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Subsection **4. Other Insurance**, Paragraph **b. Excess Insurance**, **(1) (a) (ii)** is deleted in its entirety and replaced by the following:

That is insurance for fire, lightning, explosion, smoke, or leakage from automatic fire protective systems for premises rented to you or temporarily occupied by you with permission of the owner;

3. The Damage To Premises Rented To You Limit section of the Declarations is amended to the greater of:

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a. $1,000,000; or

b. The amount shown in the Declarations as the Damage to Premises Rented to You Limit.

This is the most we will pay for all damage proximately caused by the same event, whether such damage results from fire, lightning, explosion, smoke, or leaks from automatic fire protective systems or any combination thereof.

F. HIPAA

SECTION I – COVERAGES, **COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY**, is amended as follows:

1. Paragraph **1. Insuring Agreement** is amended to include the following:

We will pay those sums that the insured becomes legally obligated to pay as damages because of a "violation(s)" of the Health Insurance Portability and Accountability Act (HIPAA). We have the right and the duty to defend the insured against any "suit," "investigation," or "civil proceeding" seeking these damages. However, we will have no duty to defend the insured against any "suit" seeking damages, "investigation," or "civil proceeding" to which this insurance does not apply.

2. Paragraph **2. Exclusions** is amended to include the following additional exclusions:

This insurance does not apply to:

a. Intentional, Willful, or Deliberate Violations

Any willful, intentional, or deliberate "violation(s)" by any insured.

b. Criminal Acts

Any "violation" which results in any criminal penalties under the HIPAA.

c. Other Remedies

Any remedy other than monetary damages for penalties assessed.

d. Compliance Reviews or Audits

Any compliance reviews by the Department of Health and Human Services.

3. SECTION V – DEFINITIONS is amended to include the following additional definitions:

a. "Civil proceeding" means an action by the Department of Health and Human Services (HHS) arising out of "violations."

b. "Investigation" means an examination of an actual or alleged "violation(s)" by HHS. However, "investigation" does not include a Compliance Review.

c. "Violation" means the actual or alleged failure to comply with the regulations included in the HIPAA.

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G. Medical Payments – Limit Increased to $20,000, Extended Reporting Period

If **COVERAGE C MEDICAL PAYMENTS** is not otherwise excluded from this Coverage Part:

1. The Medical Expense Limit is changed subject to all of the terms of **SECTION III - LIMITS OF INSURANCE** to the greater of:

a. $20,000; or
b. The Medical Expense Limit shown in the Declarations of this Coverage Part.

2. SECTION I – COVERAGE, **COVERAGE C MEDICAL PAYMENTS**, Subsection **1. Insuring Agreement**, a. (3) (b) is deleted in its entirety and replaced by the following:

(b) The expenses are incurred and reported to us within three years of the date of the accident.

H. Athletic Activities

SECTION I – COVERAGES, **COVERAGE C MEDICAL PAYMENTS**, Subsection **2. Exclusions**, Paragraph **e. Athletic Activities** is deleted in its entirety and replaced with the following:

e. Athletic Activities

To a person injured while taking part in athletics.

I. Supplementary Payments

SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS - COVERAGE A AND B are amended as follows:

1. b. is deleted in its entirety and replaced by the following:

1. b. Up to $5000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these.

1.d. is deleted in its entirety and replaced by the following:

1. d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $1,000 a day because of time off from work.

J. Employee Indemnification Defense Coverage

SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGES A AND B the following is added:

We will pay, on your behalf, defense costs incurred by an “employee” in a criminal proceeding occurring in the course of employment.

The most we will pay for any “employee” who is alleged to be directly involved in a criminal proceeding is $25,000 regardless of the numbers of “employees,” claims or “suits” brought or persons or organizations making claims or bringing “suits.

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K. Key and Lock Replacement – Janitorial Services Client Coverage

SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGES A AND B is amended to include the following:

We will pay for the cost to replace keys and locks at the "clients" premises due to theft or other loss to keys entrusted to you by your "client," up to a $10,000 limit per occurrence and $10,000 policy aggregate.

We will not pay for loss or damage resulting from theft or any other dishonest or criminal act that you or any of your partners, members, officers, "employees", "managers", directors, trustees, authorized representatives or any one to whom you entrust the keys of a "client" for any purpose commit, whether acting alone or in collusion with other persons.

The following, when used on this coverage, are defined as follows:

a. "Client" means an individual, company or organization with whom you have a written contract or work order for your services for a described premises and have billed for your services.

b. "Employee" means:

(1) Any natural person:

(a) While in your service or for 30 days after termination of service;

(b) Who you compensate directly by salary, wages or commissions; and

(c) Who you have the right to direct and control while performing services for you; or

(2) Any natural person who is furnished temporarily to you:

(a) To substitute for a permanent "employee" as defined in Paragraph **(1)** above, who is on leave; or

(b) To meet seasonal or short-term workload conditions;

while that person is subject to your direction and control and performing services for you.

(3) "Employee" does not mean:

(a) Any agent, broker, person leased to you by a labor leasing firm, factor, commission merchant, consignee, independent contractor or representative of the same general character; or

(b) Any "manager," director or trustee except while performing acts coming within the scope of the usual duties of an "employee."

c. "Manager" means a person serving in a directorial capacity for a limited liability company.

L. Additional Insureds

SECTION II – WHO IS AN INSURED is amended as follows:

1. If coverage for newly acquired or formed organizations is not otherwise excluded from this

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Coverage Part, Paragraph **3.a.** is deleted in its entirely and replaced by the following:

a. Coverage under this provision is afforded until the end of the policy period.

2. Each of the following is also an insured:

a. Medical Directors and Administrators – Your medical directors and administrators, but only while acting within the scope of and during the course of their duties as such. Such duties do not include the furnishing or failure to furnish professional services of any physician or psychiatrist in the treatment of a patient.

b. Managers and Supervisors – Your managers and supervisors are also insureds, but only with respect to their duties as your managers and supervisors. Managers and supervisors who are your "employees" are also insureds for "bodily injury" to a co-"employee" while in the course of his or her employment by you or performing duties related to the conduct of your business.

This provision does not change Item 2.a.(1)(a) as it applies to managers of a limited liability company.

c. Broadened Named Insured – Any organization and subsidiary thereof which you control and actively manage on the effective date of this Coverage Part. However, coverage does not apply to any organization or subsidiary not named in the Declarations as Named Insured, if they are also insured under another similar policy, but for its termination or the exhaustion of its limits of insurance.

d. Funding Source – Any person or organization with respect to their liability arising out of:

(1) Their financial control of you; or

(2) Premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

e. Home Care Providers – At the first Named Insured's option, any person or organization under your direct supervision and control while providing for you private home respite or foster home care for the developmentally disabled.

f. Managers, Landlords, or Lessors of Premises – Any person or organization with respect to their liability arising out of the ownership, maintenance or use of that part of the premises leased or rented to you subject to the following additional exclusions:

This insurance does not apply to:

(1) Any "occurrence" which takes place after you cease to be a tenant in that premises; or

(2) Structural alterations, new construction or demolition operations performed by or on behalf of that person or organization.

g. Lessor of Leased Equipment – Automatic Status When Required in Lease Agreement With You – Any person or organization from whom you lease equipment when you and such person or organization have agreed in writing in a contract or agreement that such person or organization is to be added as an additional insured on your policy. Such person or

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organization is an insured only with respect to liability for “bodily injury,” “property damage” or “personal and advertising injury” caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

A person’s or organization’s status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any “occurrence” which takes place after the equipment lease expires.

h. Grantors of Permits – Any state or political subdivision granting you a permit in connection with your premises subject to the following additional provision:

(1) This insurance applies only with respect to the following hazards for which the state or political subdivision has issued a permit in connection with the premises you own, rent or control and to which this insurance applies:

(a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures;

(b) The construction, erection, or removal of elevators; or

(c) The ownership, maintenance, or use of any elevators covered by this insurance.

i. Vendors – Only with respect to “bodily injury” or “property damage” arising out of “your products” which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

(1) The insurance afforded the vendor does not apply to:

(a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

(b) Any express warranty unauthorized by you;

(c) Any physical or chemical change in the product made intentionally by the vendor;

(d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

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(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Sub-paragraphs **(d)** or (**f**); or

(ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing.

j. Franchisor – Any person or organization with respect to their liability as the grantor of a franchise to you.

k. As Required by Contract – Any person or organization where required by a written contract executed prior to the occurrence of a loss. Such person or organization is an additional insured for "bodily injury," "property damage" or "personal and advertising injury" but only for liability arising out of the negligence of the named insured. The limits of insurance applicable to these additional insureds are the lesser of the policy limits or those limits specified in a contract or agreement. These limits are included within and not in addition to the limits of insurance shown in the Declarations

l. Owners, Lessees or Contractors – Any person or organization, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by:

(1) Your acts or omissions; or

(2) The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured when required by a contract.

With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

(a) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

(b) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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m. State or Political Subdivisions – Any state or political subdivision as required, subject to the following provisions:

(1) This insurance applies only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit, and is required by contract.

(2) This insurance does not apply to:

(a) "Bodily injury," "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or

(b) "Bodily injury" or "property damage" included within the "products-completed operations hazard."

M. Duties in the Event of Occurrence, Claim or Suit

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph **2.** is amended as follows:

a. is amended to include:

This condition applies only when the “occurrence” or offense is known to:

(1) You, if you are an individual;

(2) A partner, if you are a partnership; or

(3) An executive officer or insurance manager, if you are a corporation.

b. is amended to include:

This condition will not be considered breached unless the breach occurs after such claim or “suit” is known to:

(1) You, if you are an individual;

(2) A partner, if you are a partnership; or

(3) An executive officer or insurance manager, if you are a corporation.

N. Unintentional Failure To Disclose Hazards

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 6. Representations is amended to include the following:

It is agreed that, based on our reliance on your representations as to existing hazards, if you should unintentionally fail to disclose all such hazards prior to the beginning of the policy period of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

O. Transfer of Rights of Recovery Against Others To Us

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 8. Transfer of Rights of

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Recovery Against Others To Us is deleted in its entirety and replaced by the following:

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

Therefore, the insured can waive the insurer's rights of recovery prior to the occurrence of a loss, provided the waiver is made in a written contract.

P. Liberalization

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, is amended to include the following:

If we revise this endorsement to provide more coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

Q. Bodily Injury – Mental Anguish

SECTION V – DEFINITIONS, Paragraph **3.** Is deleted in its entirety and replaced by the following:

"Bodily injury" means:

a. Bodily injury, sickness or disease sustained by a person, and includes mental anguish resulting from any of these; and

b. Except for mental anguish, includes death resulting from the foregoing (Item **a.** above) at any time.

R. Personal and Advertising Injury – Abuse of Process, Discrimination

If **COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY COVERAGE** is not otherwise excluded from this Coverage Part, the definition of "personal and advertising injury" is amended as follows:

1. SECTION V – DEFINITIONS, Paragraph 14.b. is deleted in its entirety and replaced by the following:

b. Malicious prosecution or abuse of process;

2. SECTION V – DEFINITIONS, Paragraph 14. is amended by adding the following:

Discrimination based on race, color, religion, sex, age or national origin, except when:

a. Done intentionally by or at the direction of, or with the knowledge or consent of:

(1) Any insured; or

(2) Any executive officer, director, stockholder, partner or member of the insured;

b. Directly or indirectly related to the employment, former or prospective employment, termination of employment, or application for employment of any person or persons by an insured;

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c. Directly or indirectly related to the sale, rental, lease or sublease or prospective sales, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured; or

d. Insurance for such discrimination is prohibited by or held in violation of law, public policy, legislation, court decision or administrative ruling.

The above does not apply to fines or penalties imposed because of discrimination.

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

OWNER:

FULTON COUNTY, GEORGIA

DocuSigned by:
Robert L. Pitts
BA715B1A26544E7...

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST:

DocuSigned by:
Tonya R. Grier
EEC476C4837648D...

Tonya R. Grier
Clerk to the Commission

(Affix County Seal)

DocuSigned by:

CONTRACTOR:

VENDOR NAME **Clubhouse Atlanta**

DocuSigned by: Name of Signatory: Denise Brodsky
Denise Brodsky Title of Signatory: Executive Director
CEDA07508E35429...

Authorized Signature

ATTEST:

DocuSigned by: Name of 2nd Signatory: **President**
Susan E. Kyle Title of 2nd Signatory: **President**
FCD6F19F7FF342E...

Second Authorized Signature

(Affix Corporate Seal, if applicable)

APPROVED AS TO FORM:

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

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FULTON COUNTY

CONTRACT DOCUMENTS

FOR

REQUEST FOR PROPOSAL 24RFP013124C-MH

2024 CONSOLIDATED COMMUNITY SERVICES PROGRAM

FOR

DEPARTMENT OF COMMUNITY DEVELOPMENT

OF

FULTON COUNTY, GEORGIA

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

WITNESSETH

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

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

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

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

The Agreement was approved by the Fulton County Board of Commissioners on **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:

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ARTICLE 9. AMENDMENTS AND MODIFICATIONS TO AGREEMENT

ARTICLE 10. SUBCONTRACTING

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ARTICLE 12. SEVERABILITY OF TERMS

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ARTICLE I - PARTIES AND TERM:

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

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

(c) Nothing contained in this Agreement shall be 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: Health and Wellness

CCSP Funding Priority(ies):

Children and Youth: Not Applicable

Disabilities: Not Applicable

Economic Stability: Not Applicable

Health and Wellness: Number of individuals connected to available resources to help mitigate illness and health disparities

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Homelessness: Not Applicable

Senior Services: Not Applicable

Veterans Services: Not Applicable

Diabetes Association of Atlanta, Inc., Diabetes Prevention and Control 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
Diabetes Association of Atlanta, Inc.	75 Marietta Street, NW, Suite 304	Atlanta	GA	30303	4	1,2,3,4,5,6

Approach and Design:

Diabetes Association of Atlanta, Inc., Diabetes Prevention and Control Program will provide services to **145** clients that reside in Fulton County, with CCSP funding.

Diabetes Association of Atlanta, Inc., will provide the following activities and services in Fulton County with CCSP funding:

The Diabetes Prevention and Control Program (DPC) addresses the following three objectives of Fulton County's Health and Human Services Priority Area:

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Prevent illness by engaging in healthier behavior.

Prevent health disparities by educating residents and connecting them to available resources

Support the vulnerable residents in our social services.

The program also addresses the primary CSP Funding Priority "Health and Wellness." In doing so, the program will report on three performance indicators within this funding priority:

Number of uninsured adults and children

Percentage of residents who experience food insecurity

Number of residents with comorbidity

The program will primarily address one CSP funding priorities in the Health and Wellness category:

Prevent illness and health disparities by educating and connecting individuals to available resources.

The Diabetes Prevention and Control Program impacts the aforementioned priority areas by connecting uninsured adults and children to diabetes prevention and management education and other health resources. The program targets persons with diabetes, comorbidities, lack of insurance and food insecurities. The program is evidenced based and follows the guidelines of the National Standards of Diabetes Care established by the American Diabetes Association. The program activities are based on integrated interventions that address the "whole person" and eliminates barriers to health.

The program addresses the "Health and Wellness" objectives, three indicators and the funding priority with four specific activities: 1) provide effective diabetes prevention and management education; 2) increase access to healthy food options to reduce food insecurity; 3) reduce the risk for diabetes complications with free medical assistance; and 4) provide early detection through free assessments and referrals to medical homes.

The first activity is our diabetes prevention and management education. The COVID pandemic increased persons' focus on staying healthy and preventing disease. As a result, DAA is receiving a record number of responses to our diabetes education classes. In response, DAA contracted with the online education platform, Healthie, Inc. to offer virtual education programming. This platform is HIPPA compliant and allows DAA's Diabetes Educator to conduct the Diabetes Self-Management Education Classes. These are five week classes that are certified by the American Diabetes Association. The average price of a certified diabetes education class is $1,500 without insurance and $400 copay with insurance. DAA offers all education classes at no cost. For persons without technology, DAA provides onsite classes.

Classes are led by DAA's Diabetes Educator. She teaches healthy nutrition tips that are practical and culturally sensitive. A few class topics include, "Healthy Soul food Cooking," "Healthy Cooking on a

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Budget," and "Easy Meal Planning." DAA will further enhance the food security and nutrition education with live healthy cooking demonstrations and fresh produce as incentives.

During this activity DAA will collect data addressing each priority (number of uninsured, percentage of those with food insecurity, and number with a comorbidity). In order to impact health outcomes, we collect the number of persons with diabetes and comorbidities. We collect their blood pressure level, A1C percentage and weight. Instructors teach participants how to set SMART health goals such as increased exercise and lower A1C. After class completion, DAA follow-ups at 3, 6 and 9 months to assess their progress towards goals. Those who respond to follow up will receive a free blood pressure monitor, portion control plates, a Kroger gift card and healthy grocery bags of fresh produce.

Another component of this diabetes education activity, DAA also provides nutrition education workshops focused on diabetes prevention. These are one hour, online webinars that focus on healthy eating and other lifestyle habits to prevent diabetes. They are led by healthcare professionals such as Diabetes Educators, Pharmacists, Registered Nurses, and physicians. DAA utilizes the online platform, Click Meeting to conduct classes, recruit participants and store data.

Within this activity, DAA will report on the three Health and Wellness performance indicators. DAA will report on the number of class participants who are uninsured, have comorbidities and food insecurities. DAA will help them mitigate illness by providing supportive follow at 3, 6 and 9 months. This follow up includes individual nutritional counseling. During the counseling and class sessions, DAA will refer persons with multiple needs to our partner organizations. Persons with diabetes often express mental health concerns due to the stress of managing a chronic disease. DAA has a partnership with *Mental Health of America and Wholistic Stress Control Institute*. DAA will report on the number of persons who meet their SMART health goals. These goals focus on achieving a healthy hemoglobin A1C and incorporating at least one healthy behavior change.

The second activity supports persons who have limited access to healthy food options due to food desserts or low incomes. These vulnerable persons facing food and economic insecurities may need assistance through food drives and pantries. While a needed resource, unfortunately community food drives and pantries provide canned and processed foods. Persons with chronic illnesses such as diabetes require healthy meal options low in fat and carbohydrates. In response, DAA partners with local food drives and pantries to supplement their groceries with fresh produce and lean meats. Our grocery bags have included fresh collard greens, cabbage, salmon, whole turkeys, potatoes, almond milk, and canola oils. DAA places nutrition education materials and recipe cards within grocery bags to help with nutritional meal planning.

Within this activity, DAA will report on the three Health and Wellness performance indicators. DAA will report the number of uninsured adults and children receiving health grocery bags and facing food insecurities. We will assess the number of persons with diabetes and other comorbidities. DAA will also offer participants at the food drives individual counseling and information to help mitigate their illness. Persons without a medical home will receive a list of free clinics and affordable health providers. DAA will

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also refer persons to our diabetes and nutrition education classes. DAA will report on those with improved quality of life by reporting on the number of persons with reduced food insecurity.

The third activity identifies persons with undiagnosed diabetes and referring at risk persons to medical homes. DAA meets this objective through the provision of diabetes risk assessment tests. In partnership with the *Georgia Department of Public Health (GDPH),* DAA offers diabetes risk assessment test to identify persons at risk or undiagnosed with diabetes. During the food drives, DAA provides GDPH risk assessment cards. The cards have a Quick Response (QR) code that directs persons to an online risk assessment. A person's risk for diabetes is determined based on their scored answers.

Since this activity occurs in partnership with food pantries, DAA will report on the three performance indicators. With an increased understanding of their risk for diabetes, DAA will help them mitigate the risk factors with onsite counseling. For further diagnosis and evaluation, DAA provides a referral list to affordable clinics and physicians. DAA provides a follow up survey to determine those who connected with a medical home and to enroll at risk persons in DAA's diabetes education classes.

The fourth activity is the provision of free medical assistance. Through a partnership with *Kroger pharmacies*, DAA provides free medical assistance and supplies for low-income, uninsured, and underinsured adults and children. Participants receive a Kroger card programmed to allow purchases of test strips, meters, needles, and insulin. DAA provides $350 a month for up to six months of medical assistance. These costs equate to $2,100 per person. If persons need assistance beyond six months, DAA allows an extension based on available funds which equates to $4,200 per person.

DAA's medical assistance impacts the three aforementioned performance indicators. DAA connects persons with diabetes and lack of insurance with free medical assistance to reduce comorbidities. Participants are eligible to receive free diabetes education and free groceries to reduce their food insecurities. DAA also connects them with a primary care physician if they need an updated prescription and further healthcare. DAA will report the number of persons with improved health as a result of the medical assistance.

DAA will utilize partnerships that work with uninsured persons to promote the program. DAA has partnerships with senior centers, residential facilities, clinics, health systems, and churches. These are considered "trusted and accessible environments." For purposes of this grant, DAA will provide onsite and virtual education classes and free grocery bags at the Emmaus House, Peach State Diabetes Camps, Villages at Carver Family YMCA, East Lake Family YMCA, Helen Mills Senior Center, Maggie Russell Towers, Asbury Harris Epworth Towers and Quality Living Services. Through our partnership with Emmaus House, we supplement their food pantry with fresh produce bags while promoting our classes m, medical assistance and diabetes risk tests. DAA will partner with local grocery stores, farmer's markets, and *Eat Right Atlanta* to deliver healthy grocery bags at community food drives and pantries. Through the partnership with Eat Right Atlanta, DAA purchases their fresh produce and delivery services. Eat Right

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Atlanta has grocery bags designed for persons with diabetes. They deliver the groceries directly to the program site or the participants' homes.

DAA also partners with clinics and hospitals serving uninsured persons such as Grady Hospital, Piedmont Hospital, Emory Hospital and Good Samaritan Health Clinic. These health systems promote our program through their onsite and media networks. They also provide Diabetes Educators and Chefs to host our diabetes education classes and webinars.

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.

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Cost Category	Designation of CCSP Funding Award
Administrative (5% Admin max of funds awarded.)	$2,000.00
Operational	$30,500.00
Direct Services	$7,500.00
Total	$40,000.00

Explanation of Funding Details:

CSP Designation of Requested Funds of $40,000:

Administrative: $2,000

Executive management for oversight of grant funds, program execution and results

Operational $30,500

Online technology platform - DAA utilizes HIPPA compliant online education platforms, Healthie and Click Meeting. We utilize Sogolytics and Sales force for data collection. Travel - Travel reimbursement is for staff, contract educators to program delivery sites.

Office Space rental – Office space is required for DAA's program operation.

Printing – Printing program materials such as intake forms, educational handouts, and enrollment and screening forms.

Direct services: $7,500

The Program requires costs of Executive Director ($40/hour at 10 hrs/week); Diabetes Educators ($25/hour at 40 hours/week) and Program Coordinator ($15/hour at 15 hours /week).

Healthy grocery bags and gift card vouchers - lean meats, fresh fruits and vegetables at an average of $100/pp.

Diabetes Education workbooks - $15 per person

Medical assistance - diabetes medication, testing supplies at $350/pp for up to 6 months

Program Performance Measures:

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Diabetes Association of Atlanta, Inc. agrees to track and report program performance to the Fulton County Department of Community Development.

County Defined Performance Measure(s):

Children and Youth: Not Applicable

Disabilities: Not Applicable

Economic Stability: Not Applicable

Health and Wellness: Number of individuals connected to available resources to help mitigate illness and health disparities,Number of individuals receiving referrals to behavioral health and other supportive services,Number of individuals who report or demonstrate improved health-related outcomes or other "quality of life" measures

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:

DAA will report under the County Performance Priority of Health and Wellness. As stated above, DAA will report on three County defined performance measures in the described manner:

County-defined Performance Measure: Number of individuals connected to available resources to help mitigate illness and health disparities:

DAA will connect 25 Fulton County residents with its diabetes prevention and management classes and webinars.

DAA will connect 2 Fulton County residents with up to six months of medical assistance of diabetes medicines such as insulin and testing supplies.

DAA will connect 103 Fulton County residents with healthy grocery bags and nutrition education.

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Under this performance measure, DAA will help them mitigate illness by providing resources, methods, and tools to reduce their risk for diabetes and its complications. The primary activities to meet this measure are diabetes education classes, access to healthy foods, medical assistance and diabetes risk tests. All services will be offered at no cost for uninsured and underserved residents. In return, DAA will reduce the health disparity of diabetes impacting minorities, uninsured, and those living 200% below the poverty level.

The data collection tool will be electronic enrollment through our website and online education platforms, Click Meeting, Sogolytics and Healthie. During onsite programming, DAA will collect data with paper forms. DAA will store and report data within SalesForce and Sogolytics.

County-defined Performance Measure: Number of individuals receiving referrals to behavioral health and other supportive services.

DAA will refer 15 persons at risk for diabetes to a medical home for further diagnosis.

Under this performance measure, DAA will provide diabetes risk assessment tests at food drives and pantries to identify Fulton County residents who are unaware they have diabetes. DAA will provide high risk residents with a referral list to affordable clinics and physician offices. DAA will follow up within two weeks, to assess whether they connected with a medical provider. DAA will also offer enrollment within our diabetes prevention and management classes.

The data collection tool is risk assessment cards provided by the Georgia Department of Public Health. DAA will provide the cards during food drives. DAA will also utilize onsite questionnaires to assess risks. Data collection will occur electronically and through paper forms. All results and follow up will be recorded in SalesForce and Sogolytics.

County-defined Performance Measure: Number of individuals who report or demonstrate improved health-related outcomes or other.

5 persons who have an unhealthy A1C above 7% will report a reduction by one half percentage point at 3 or 6 month follow up.

Within DAA's certified Diabetes Self-Management Education classes, instructors teach participants how to establish SMART health goals. By the end of the 5 week class, participants will create at least two health goals with one focused on a healthy hemoglobin A1C. DAA follows up at 3, 6 and 9 month intervals to assess progress towards goals.

DAA's online health education platform, Healthie, allows persons to electronically input their goals and progress. DAA can track their goals and correspond with participants to motivate them. DAA also will provide its paper goal sheets. DAA inputs all goals within Salesforce and Sogolytics.

Milestones/Timeline

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Following is a timeline with significant milestones beginning January 2024:

Quarterly Activities

Activity: Identify Partners to provide program components (local churches, YMCAs, food pantries and senior centers)

Milestone(s): Secured at least 2 partners that serve at least 100 persons in target area with established food drives or pantries; Secured at least 4 community partners to promote diabetes/nutrition education classes and other program components

Activity: Promote and recruit program participants

Milestone(s): Enrolled 25 people in diabetes education; Served an average of 25 persons with healthy food items; Distributed diabetes risk assessment tests at food drives; Enrolled at least 2 persons in medical assistance program.

Activity: Implemented 12-month Program

Milestone(s): Served 103 persons with healthy food options; Educated 25 persons with virtual or socially distant diabetes education; Provided 2 persons with medical assistance, referred 15 at-risk persons to a medical home to further assess their risk of diabetes.

Agency Defined Performance Measure(s):

Agency Performance Measure: Number of persons who self-report increased understanding on how to prevent or manage diabetes.

20 persons who receive diabetes education will report an increased understanding on diabetes prevention and management.

DAA will provide pre and posttests to assess persons knowledge change after attending a diabetes self-management class or online seminar.

Data collection will occur through online surveys after class completion and stored in Salesforce, Clickmeeting and Healthie.

Number of persons who report improved food security.

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15 persons receiving healthy food access will report increased food security.

DAA will provide follow-up surveys at the conclusion of food access activities. Data collection will be electronic and paper forms for those with limited technology access. All information will be stored in SalesForce and Sogolytics.

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**

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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

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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

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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

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137 Peachtree Street, SW
Atlanta, Georgia 30303

To Contractor:

Diabetes Association of Atlanta, Inc.
75 Marietta Street NW Suite 304
Atlanta, Georgia 30303

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.

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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

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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 **Diabetes Association of Atlanta, Inc.**, its directors, officers, employees, agents and assigns shall have no right of redress pursuant to the Personnel Rules and Regulations of Fulton County.

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

ARTICLE VIII - INSURANCE

Contractor agrees to obtain, maintain and furnish to Fulton County, a Certificate of Insurance (COI) showing the required coverage during the entire term of this Agreement. All insurance

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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

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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

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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.

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STATE OF GEORGIA

COUNTY OF FULTON

FORM F: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services[1] under a contract with **[insert name of prime contractor (Agency)]** Diabetes Association of Atlanta, 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.

003258/1470952

EEV/Basic Pilot Program* User Identification Number

Diabetes Association of Atlanta, 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

Karla Hooper

Printed Name of Authorized Officer or Agent of Contractor

Sworn to and subscribed before me this 20TH day of FEBUARY, 2024.

Notary Public: Jasmin Jones

County: NEWTON

Commission Expires: 11-30-2027

JASMIN JONES NOTARY PUBLIC NEWTON COUNTY, GEORGIA MY COMMISSION EXPIRES 11/30/2027

[1]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.

[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].

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STATE OF GEORGIA

COUNTY OF FULTON

Not applicable

FORM G: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT

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

Not applicable
EEV/Basic Pilot Program* User Identification Number of Subcontractor

Not applicable
Name of Subcontractor (Individual/Agency)

Not applicable
BY: Authorized Signature Officer or Agent of Subcontractor

Not applicable
Title of Authorized Officer or Agent of Subcontractor

Not applicable
Printed Name of Authorized Officer or Agent of Subcontractor

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

Notary Public: _____

County: _____

Commission Expires: _____

[3]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.

[4]*[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].

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/23/2024

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	**CONTACT NAME:** Judith Davis, CISR, CPSR
Hamby & Aloisio Inc. 53 Perimeter Center East #400 Atlanta GA 30346	**PHONE (A/C, No, Ext):** (770) 551-3270 **FAX (A/C, No):** (770) 551-3289 **E-MAIL ADDRESS:** judith@hains.com
INSURED	**INSURER(S) AFFORDING COVERAGE** / **NAIC #**
Diabetes Association of Atlanta, Inc. 75 Marietta Street NW Suite 304 Atlanta GA 30303	**INSURER A :** Great American Ins. Co. **INSURER B :** Hartford Casualty Ins. Co. 29424 **INSURER C :** Evanston Insurance Co. **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 2023-2024 **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	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y		SPP6364984 15	10/01/2023	10/01/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG [ ]	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			SPP6364984 15	10/01/2023	10/01/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) [ ]	$ 1,000,000 $ $ $ $
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			SPP6364984 15	10/01/2023	10/01/2024	EACH OCCURRENCE AGGREGATE [ ]	$ 1,000,000 $ 1,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		20WECAG8913	12/03/2023	12/03/2024	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
C	Professional Liability			MKLV2PSM001350	10/01/2023	10/01/2024	General Aggregate Each Occurrence	$3,000,000 $1,000,000

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

Certificate holder is a "Additional Insured" per the Coverage Form attached to policy.

CERTIFICATE HOLDER

Fulton County Government
141 Pryor St SW
Atlanta GA 30303-3408

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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

OWNER:

FULTON COUNTY, GEORGIA

DocuSigned by:
Robert L. Pitts
BA715B1A26544E7...

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST:

DocuSigned by:
Tonya R. Grier
EEC476C4837648D...

Tonya R. Grier
Clerk to the Commission

DocuSigned by:

(Affix County Seal)

APPROVED AS TO FORM:

DocuSigned 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

CONTRACTOR:

VENDOR NAME **Diabetes Association of Atlanta, Inc.**

DocuSigned by:
Ashley Juarez
5A5EEDA860A74EE...

Name of Signatory: Ashley Juarez
Title of Signatory: Marketing & Program Coordinator

Authorized Signature

ATTEST:

DocuSigned by:
Karla Hooper
805C6CEAD76049B...

Name of 2nd Signatory: **Karla Hooper**
Title of 2nd Signatory: **Executive Director**

Second Authorized Signature

DocuSigned by:

(Affix Corporate Seal, if applicable)

Please select RM or 2ND RM from the checkbox

RM X 2ND RM

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

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FULTON COUNTY

CONTRACT DOCUMENTS

FOR

REQUEST FOR PROPOSAL 24RFP013124C-MH

2024 CONSOLIDATED COMMUNITY SERVICES PROGRAM

FOR

DEPARTMENT OF COMMUNITY DEVELOPMENT

OF

FULTON COUNTY, GEORGIA

DocuSign Envelope ID: 0CE5A3A4-3ED9-4878-BCD4-169EEA1FE874

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 **Harvest Rain Early Learning Academy** (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:

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INDEX OF ARTICLES

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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

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ARTICLE I - PARTIES AND TERM:

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

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

(c) Nothing contained in this Agreement shall be 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: In school Afterschool Out of School Programs to help bring up academic...,Programs focusing on kindergarten readiness...

Disabilities: Not Applicable

Economic Stability: Not Applicable

Health and Wellness: Not Applicable

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Homelessness: Not Applicable

Senior Services: Not Applicable

Veterans Services: Not Applicable

Harvest Rain Early Learning Academy, Harvest Rain Children and Youth Services 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
Harvest Rain Early Learning Academy Birth- 4yrs old Program	51 Senoia Road	Fairburn	Georgia	30213	6	6
Harvest Rain Early Learning Academy School Age Care Programs	51 Senoia Road	Fairburn	Georgia	30213	6	6

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Approach and Design:

Harvest Rain Early Learning Academy, Harvest Rain Children and Youth Services will provide services to **50** clients that reside in Fulton County, with CCSP funding.

Harvest Rain Early Learning Academy, will provide the following activities and services in Fulton County with CCSP funding:

Alignment with Fulton County Strategic Plan & Priority:

According to the Fulton County consolidated plan, the public housing agency's strategy for improving the living environment of low - moderate income families residing in public housing included coordinating services such as childcare and education. The plan described the goal of suitable living environment - youth services as recreational based youth activities, education and counseling, quality affordable childcare, after school care, career exploration, and special needs services.

Harvest Rain is able to alleviate the burden of low-income residents (all people, as defined by Fulton CountyStrategicPlans) by providing affordable childcare and school age academic supplemental services. To meet this need Harvest Rain will provide affordable services to all Fulton County residents that reside in District 6. Harvest Rain's priority and activities are aligned with five (5) of the Fulton County Board of Commissioners six (six) priority areas, specially, 'all people' are: 1)Healthy, 2) Safe, 3) Self-sufficient, 4) Culturally and recreation-ally enriched, and 5) have economic opportunities.

To address the indicator of economic stability and literacy (under the children and youth category) and the serious problem of low-income families with preschool children entering kindergarten ill-prepared, and youth at risk for failure in the 3rd, 5th,and 8th grade due to academic challenges, Harvest Rain will provide innovative curriculum, activities and methods to counteract these negative impacts.

List of Activities & Description of how they will be accomplished:

HRA currently provides and seeks to enhance the following programs and services to meet the needs of its participants:

Birth -4 yrs Services:

Kindergarten readiness and Birth through 4 years old full-service program (State Accredited Quality Rated) & GA Pre-K. This service includes early interventions services, reading/literacy, child abuse and sexual abuse prevention.

This program uses the research based High Scope Curriculum, Ages and Stages Assessment to detect disability early, and the Bright from the Start best practices Quality Rated Standards and GA Early Learning Standards(GELDS) to ensure that an increased number of children enters kindergarten with the developmental skills(kindergarten readiness skills) that enable them to achieve academic success.

Parenting Workshops/Family Engagement Service:

The parents and teachers will be trained on prevention of child abuse and sexual abuse using the StrengtheningFamilies Georgia Curriculum commissioned by the Georgia Division of Family and Children Services. Parents also participate in various activities to support their child's learning (ex: Parenting workshops, parent nights, conferences,school events and activities).

School Age (Afterschool/Summer) Academic Enrichment Services:

English Language Arts Standards (ELA), Math and Science Program for Kindergarten-8th Grade (Special emphasison 3rd & 5th) tutorial services. This program utilizes the North Western Evaluation Assessment (NWEA) service to

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evaluate, and detect a student's strengths and weaknesses in ELA, Math, Science, Reading; and create individualized improvement plans for each students.

The students are then given daily instructions to strengthen their Reading and Math skills. The students are provided with enrichment activities that are computerized and hands-on. In collaboration with the students' school, the program works to help provide supplemental reading activities to support their school work.

English Language Arts (ELA) and Science, Reading, Technology, Engineering, Art and Math services (STREAM) are provided for these students. The students are given computerized assessment/tutorials, small group and individualized academic tutorials in Math and Reading; hands on STEM workshops/projects; academic tracking and early interventions to ensure transition from one grade level to another and high-school graduation.

These students will also complete their summer reading list, go on field trips to the library, and participated in the Fulton County Summer Reading Program.

Apprenticeship/Business Camps/Workshops Services:

During the summer months school age students complete an innovative curriculum that teaches them Math and ELA skills using a hands on real -life application approach. They learn to create, research, present and set up their own small businesses. Participants take part in an assimilation of their business and learn to generate money. They are also exposed to other business owners within the community.

Careers Apprenticeship Service:

Middle and High School students are given the opportunity to follow and plan their career path using a curriculum called CHOICES (during the summer months). They create a realistic portfolio of their future goals. Students learn how to create the future lifestyle they desire by budgeting, researching the results of different life choices, and engaging with professional mentors.

They are afforded the opportunity to receive SAT Prep tutorials in Reading and Math, volunteer hours (from our community services outreach events), and assistance with completing college applications.

Students will be employed as part-time employee with a stipend during their out of school time. GED preparation will be offered to help students who have dropped out of school, but desire to enter secondary education (college) or employment to become productive citizens.

Mentor-ship, Social-Emotional Support & Performing Acts Activities:

School age students will participate in mentor-ship activities designed to deter students from unhealthy behaviors.Guest speakers will be invited to speak to the children about prevention of suicide, cyber- bullying and bullying,violence and drug prevention, healthy eating habits, and prevention of internet and social media addiction.

Students will further participate in theater and art workshops using these themes (i.e. creation of comic strips against bullying, a theater production about violence prevention) and other activities in dance and music will be offered.Students participate in social emotional small group addressing issues impacting them.

Community Collaborative/Partners:

To meet the need and provide the above services, we have successfully applied for and received grant funding from various agencies. Though our tuition fees are low (i.e. due to sliding scale & scholarships from outside funding), our families living in poverty still find it difficult to pay the additional expenses related to enrichment services & activities.Therefore, we are requesting the CSP funding to enhance and expand the access of these services to more low income families and their children.

Hence, instances of community collaborative relationships that have helped HRA to address the aforementioned need areas follows:

1. Partnership with E.C. Elementary School & Bear Creek Middle School Providing enrichment for their students.

2.Quality Care for Children (Staff Training and Technical Assistance service)

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3. Bright form the Start (DECAL) GA Pre-K Programs Grant (administrative and operational support)
4. Quality Rated Subsidies (scholarships for low income students)
5. Georgia State University's Birth through Five Program (Interns)
6. Fulton Count Arts & Culture (direct service support for music, theater, and dance)
7. GDOE After School and Summer BOOST Grant (Administrative and program grant)
8. Wells Fargo Bank (supplies)
9. DECAL CAPS & STABLE GRANT (Administrative expense).

Designation of CSP Funds:

Based on the awarded amount of **$50,000.00,** 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.

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Cost Category	Designation of CCSP Funding Award
Administrative (5% Admin max of funds awarded.)	$5,000.00
Operational	$0.00
Direct Services	$45,000.00
Total	$50,000.00

Explanation of Funding Details:

Administrative Expense:

Grant Administrator Supplemental Salary ($5,000) for additional hours implementing the grant objectives and supervising grant contractors. Completing grant reports, ensuring grant directives are met, hire and monitor grant employee services, and complete program evaluation.

Direct Services Salaries:

A) Direct Services Salaries and Wages supplement for the following positions (37,000): Director/Curriculum Coordinator, Birth to 4 years Instructors, Reading Instructors, School Age Program Assistant/Transition Coach, Apprenticeship Instructor, Mentorship- Social Emotional Support Instructors, and School Age Teacher/Tutors.

B) Direct Services Contractors & Services ($7,000): STEM Instructors, Annual Tutorial Assessment and Academic Monitoring Services for the year (NWEA MAPS/Skills Navigator annual service), Apprenticeship student stipend middle and high school students.

C) Direct Services Program Supplies & Equipment ($1,000): Supplies/Equipment Description: Puzzles, blocks, soft toys, learning charts, assessment supplies and books, STEM supplies for students (i.e. science experiment ; kits, garden materials), STEM perishable items, student books, assessment booklets for students, arts & craft materials and kits, snacks, construction paper, pencils, crayons, markers, stampers, stencils, paint brushes, outdoor play(i.e. balls, hula hoops), play sand, story picture paper, name plates tags, manipulative or math kits for students, home-living center play food and dress up toy materials for students. Notebooks, paper, rulers, index cards, paper, poster boards, chart paper & assorted perishable project, ink, postcards, play dough, glue sticks, dry erase markers, plastic tablecloths, paper cups, paper plate, board games, food items and beverages, and award certificates,

Program Performance Measures:

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Harvest Rain Early Learning Academy 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 school-aged youth engaged in/benefiting from In school/ Afterschool/ Out of School Programs...,Number of students assessed as ready for kindergarten

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:

Fulton County Required & CSP Contracted Reporting KPI County Measures:

1. Percent of 3rd - 5th graders who meet Reading Levels:
75% of full-time 3rd-5th grade students will meet Reading levels

3. Percentage of students over achieving annually:
80% of full-time students K -5th grade will achieve B or above average on this final Reading grades or NWEA assessments annually

4. Percentage of students over achieving annually:
80% of full-time students K -5th grade will achieve B or above average on this final Reading grades or NWEA assessments annually

5. Number of students assessed as ready for kindergarten:
25 full-time students will be assessed as ready for kindergarten.

6. Number of public school students k-12th grades benefited from after school/out school time programs to help bring up
academic and social behavorial levels:
25 Public School full-time students will show and/or maintain improvement in their reading, math, social and behavioral levels

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Research Proven Data Collection Tools & Source:

For Academy Birth-4 years old Students (3-5 years old):

Ages & Stages Questionnaire used to measure school readiness skills

CDC Developmental Checklist (Kindergarten readiness Assessment)

For students in K-8th grades benefited from after school/out school time programs to help bring up academic and social behavorial levels:

Fall, Winter, Spring, Summer Assessments will be given using the NWEA (MAPs) computerize assessment software and/or report card grades in Reading and Math

For Pre-k students assessment will be taken using the: Work Sampling Online (WSO) assessment to test Kindergarten Readiness every six months.

Other Assessment & Data measurement tools

Students Daily Attendance sheets will be used to track students' participation level.

The behavorial & social milestone checklist for school age children report card conduct grade will be used.

Parents, students, and staff satisfaction surveys be measured using biannual Likert surveys.

Agency Defined Performance Measure(s):

HRA Agency/Vendor Defined Program Performance Measures:

1. Students' participation level

80% of the students will attend the program 20 days per month as demonstrated by attendance sign-in sheets or clock-in/out electronic records.

2. Students and families satisfaction level

80% of the families participating families and children will report satisfaction as demonstrated on the annual survey

3) Students will demonstrate good behavior and attitude in school

80% of elementary schools will received a C or above average on their report cards and a satisfactory rating on their final report card grade

Parents, students' attendance & Satisfaction Measures Tools, will be measured every bi-annually using these tools:

Annual Surveys

Attendance Sheets or clock-in/out sheets

Students report card cards (final quarter of school) and/or NWEA progress report

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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

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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.

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ARTICLE III - COMPENSATION FOR SERVICES

(a) Fulton County agrees to pay Contractor a maximum sum of **$50,000.00.**

(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

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(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:

Harvest Rain Early Learning Academy
51 Senoia Road
Fairburn, Georgia 30213

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.

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(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

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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

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(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 **Harvest Rain Early Learning Academy**, 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,

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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.

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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.

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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.

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STATE OF GEORGIA

COUNTY OF FULTON

FORM F: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services[1] under a contract with **[insert name of prime contractor (Agency)]** Harvest Rain Early Learning Academy, 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.

499087
EEV/Basic Pilot Program* User Identification Number

Harvest Rain Early Learning Academy, Inc.
Name of Contractor (Agency)

BY: Authorized Signature of Officer or Agent of Contractor

CEO
Title of Authorized Officer or Agent of Contractor of Contractor

Douglas Thomson
Printed Name of Authorized Officer or Agent of Contractor

Sworn to and subscribed before me this 22 day of February, 2024

Notary Public: KathyLynn Cox

County: Fulton

Commission Expires: 8-1-25

KATHY LYNN COX NOTARY PUBLIC FULTON COUNTY, GA EXP. Aug. 1, 2025

[1]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.

[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].

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STATE OF GEORGIA

COUNTY OF FULTON

FORM G: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT

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

499087
EEV/Basic Pilot Program* User Identification Number of Subcontractor

Harvest Rain Early Learning Academy, Inc.
Name of Subcontractor (Individual/Agency)

BY: Authorized Signature Officer or Agent of Subcontractor

CEO
Title of Authorized Officer or Agent of Subcontractor

Douglas Thompson
Printed Name of Authorized Officer or Agent of Subcontractor

Sworn to and subscribed before me this 22 day of February, 2024.

Notary Public: Kathy Lynn Cox

County: Fulton

Commission Expires: 8-1-25

KATHY LYNN COX NOTARY PUBLIC Exp. Aug. 1, 2025 FULTON COUNTY, GA

[3]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.

[4]*[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].

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/24/2024

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	CONTACT NAME: Church Mutual Insurance Company, S.I.	
Church Mutual Insurance Company, S.I. 3000 Schuster Lane P.O. Box 357 Merrill WI 54452	PHONE (A/C, No, Ext): 1-800-554-2642	FAX (A/C, No): 855-264-2329
	E-MAIL ADDRESS: customerservice@churchmutual.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Church Mutual Insurance Company, S.I.	18767
INSURED HARVEST RAIN EARLY LEARNING ACADEMY INC 51 SENOIA RD FAIRBURN GA 30213-1531	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y		0360220 25-680995	03/01/2024	03/01/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 2,000,000 $ 15,000 $ 2,000,000 $ 5,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			0360220 25-680995	03/01/2024	03/01/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			0360220 85-689149	03/01/2024	03/01/2025	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		0360220 07-683343	03/01/2024	03/01/2025	PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
A	Sexual Misconduct			0360220 25-680995	03/01/2024	03/01/2025	Occurrence Limit Aggregate Limit	$500,000 $1,000,000

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

certificate holder is a Additionally insured per the coverage form attached to this policy.

CERTIFICATE HOLDER

Fulton County Government
141 Pryor st SW
Atlanta GA 30303-3408

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Pamela G Rushing

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

OWNER:

FULTON COUNTY, GEORGIA

DocuSigned by:
Robert L. Pitts
BA715B1A26544E7...

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST:

DocuSigned by:
Tonya R. Grier
EEC476C4837648D...

Tonya R. Grier
Clerk to the Commission

DocuSigned by:

(Affix County Seal)

CONTRACTOR:

VENDOR NAME **Harvest Rain Early Learning Academy**

DocuSigned by: Name of Signatory: CEO
Douglas Thompson Title of Signatory: CEO
7291D6F7D15A472...

Authorized Signature

ATTEST:

DocuSigned by: Name of 2nd Signatory: **Douglas thompson**
Title of 2nd Signatory: **Douglas thompson**
7291D6F7D15A472...

Second Authorized Signature

(Affix Corporate Seal, if applicable)

APPROVED AS TO FORM:

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

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FULTON COUNTY

CONTRACT DOCUMENTS

FOR

REQUEST FOR PROPOSAL 24RFP013124C-MH

2024 CONSOLIDATED COMMUNITY SERVICES PROGRAM

FOR

DEPARTMENT OF COMMUNITY DEVELOPMENT

OF

FULTON COUNTY, GEORGIA

DocuSign Envelope ID: 7ED77993-DF51-410A-A360-D78A17B6E39B

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 **Friends of Disabled Adults and Children, Too!, 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:

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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

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ARTICLE 9. AMENDMENTS AND MODIFICATIONS TO AGREEMENT

ARTICLE 10. SUBCONTRACTING

ARTICLE 11. ASSIGNABILITY

ARTICLE 12. SEVERABILITY OF TERMS

ARTICLE 13. PRECEDENCE OF AGREEMENT

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ARTICLE 15. CAPTIONS

ARTICLE 16. GOVERNING LAW

ARTICLE 17. JURISDICTION

DocuSign Envelope ID: 7ED77993-DF51-410A-A360-D78A17B6E39B

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: Disabilities

CCSP Funding Priority(ies):

Children and Youth: Not Applicable

Disabilities: Number of Persons with Disabilities (PWD) included in programs due to increased accessibility...,Number of Persons with Disabilities benefiting from minor home modification projects, renovations, and/or repairs...,Number of Persons with Disabilities who can focus on overall wellness...

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Economic Stability: Not Applicable

Health and Wellness: Not Applicable

Homelessness: Not Applicable

Senior Services: Not Applicable

Veterans Services: Not Applicable

Friends of Disabled Adults and Children, Too!, Inc., FODAC 2024 Home Medical Equipment 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
Friends of Disabled Adults and Children (FODAC) - Headquarters & Service Center	4900 Lewis Road	Stone Mountain,	GA	30083	NA	1
FODAC Headquarters & Service Center	4900 Lewis Road	Stone Mountain,	GA	30083	NA	2
FODAC Headquarters & Service Center	4900 Lewis Road	Stone Mountain,	GA	30083	NA	3

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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
FODAC Headquarters & Service Center	4900 Lewis Road	Stone Mountain,	GA	30083	NA	4
FODAC Headquarters & Service Center	4900 Lewis Road	Stone Mountain,	GA	30083	NA	5
FODAC Headquarters & Service Center	4900 Lewis Road	Stone Mountain,	GA	30083	NA	6

Approach and Design:

Friends of Disabled Adults and Children, Too!, Inc., FODAC 2024 Home Medical Equipment Program will provide services to **200** clients that reside in Fulton County, with CCSP funding.

Friends of Disabled Adults and Children, Too!, Inc., will provide the following activities and services in Fulton County with CCSP funding:

With full funding from Fulton County, FODAC will provide free or low-cost Home Medical Equipment (HME) to at least 500 Fulton County residents who could not otherwise afford HME items or who are on waiting lists for approval or service from third party providers including Medicare, Medicaid, insurance, or other service organizations. We also repair equipment that is broken and, if needed, we loan clients equipment to use while the repairs are being made. Other FODAC programs assist with home and vehicle modifications to enable clients to have greater freedom of movement in and outside their homes, and to have low-cost computers that help to expand their horizons.

This proposal supports the Fulton County Government's Strategic Priority Area Objectives for Health and Human Services by providing equipment that enables people with disabilities to adopt healthier behaviors. With assistive devices they can be more independent in performing the activities of daily living such as bathing, toileting,

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dressing, eating and moving about. They are better able to shop for or prepare healthier food. Having mobility aids like wheelchairs, walkers, and vehicle lifts s enables them to access public transportation or personal vehicles so they can access medical care and appointments for routine medical services **to reduce the health disparity for people with disabilities**. Assistive devices, especially wheelchairs and refurbished computers, make it possible for children to attend and stay in school **to realize their educational potential**. About 88% of FODAC's school-age clients respond that they are able to stay in school due to having mobility aids, which means they are receiving education which may lead to employment. Parents often acknowledge that their children would not be allowed to attend school without a wheelchair that FODAC has provided. **Other assistive devices provide support to other vulnerable residents** in our communities. Special support chairs, foot supports, motorized wheelchairs, and reach extenders help about 49% of FODAC's adult clients to remain in the workforce. Home medical equipment (HME) also helps the elderly and those with intellectual, physical, and developmental disabilities by making it possible for many of them to stay in their own homes, either alone or with a caretaker. Having lifts, transfer boards and/or gait belts in the home enables caretakers to safely assist with movement from bed to chair and back or into the shower, which can be essential in helping many adults to remain out of institutional care. It also helps prevent accidents and injuries to clients and their caretakers and complications of immobility. Having greater independence and mobility allows people of all ages to participate more in family, community and worship activities, which promotes a positive mental health outlook and sense of well-being. About 70% of FODAC's clients are new to us every year and are newly dealing with a disability causing a serious financial and emotional challenge for them. They often find that the expense of specialized assistive devices is prohibitive even if they have insurance, as they may have to choose items that are lighter weight or easier for caregivers to use instead of heavier motorized items that allow them more independence. Often, they cannot afford additional items. Having access to a power chair means a person with a disability can move themselves in and outside their home and avoid dependence on someone to push them. Other FODAC programs will provide portable ramps so that individuals can move in and outside the home independently. The Home and Vehicle Modification Program will also install lifts to personal cars and vans so families can transport a power chair or scooter, enabling those with disabilities to be part of family and community activities outside their home.

This proposal further supports four of the CCSP Funding Priorities for the Disability section:

1. Early Intervention Services: FODAC provides equipment specially designed to help parents care for children with disabilities aged 0-5 and older. Specialized strollers, positioning chairs, and bathing and feeding aids provide for safety and inclusion in everyday family activities. Standers, gait trainers and walkers help children develop muscle strength and balance to be able to learn to walk. Scooters and adaptive bicycles and tricycles allow them to play with their peers and siblings. Physical activity and social interaction support development of cognitive skills and reduce social isolation and low self-esteem as well.

2.Training/ Quality of Life: Having access to assistive devices tailored to the specific needs of a person's disabilities can mean the difference in being able to stay in their own home, taking care of their own needs with minimal assistance, or being dependent on caregivers and often forced into institutional care. Parents and caregivers are coached in identifying developing needs, availability of resources, and in use and maintenance of equipment. Some devices (like lifts, transfer boards, bathing and toileting items, and eating tools) provide for more and safer freedom of movement within the home and reduce the burden on caregivers. Some make it possible for the person with a disability to remain active outside the home in community, worship, school, and work activities. Without mobility, opportunities are limited for increased social interaction. FODAC traditionally conducts two events annually that allow people with disabilities to

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participate in physical activity, competition, conversation, and fun with others, both those with and without disabilities: the Run, Walk, and Roll Rally for all ages and the Breakfast with Santa event for children.

3.Job Readiness: Clients who are more self-sufficient report that they can participate in school and remain active in the workforce, further advancing their ability to maintain independence. Parents often tell us their children could attend school without a wheelchair that FODAC provided. While FODAC does not provide specific job training courses for people with intellectual or physical disabilities, we do provide employment opportunities for both in positions that allow them to use and expand their full capabilities. At least four of our permanent staff are wheelchair users. We also engage people with disabilities as volunteers in positions that allow them to expand their skills in customer service, data management, thrift store operations, repair and maintenance and direct service.

4.Inclusion: FODAC is an ardent supporter of inclusion of people with disabilities in all aspects of life and demonstrates this in our own workforce and public communications. We participate in community planning for inclusiveness in events we organize and attend and are one of the active members of the State Coalition for Disaster Planning for People with Disabilities to ensure that all preparedness and response activities address their needs.

Program Methods: Our model is simple: We collect items, refurbish, and reissue them to those in need. Used medical equipment is donated by individuals who no longer need it or by companies and health care providers who have a surplus. It is repaired by skilled staff and volunteers in FODAC's Stone Mountain facility and refurbished to factory standards, often using parts salvaged from donated items that cannot be repaired. The equipment is then fitted to the needs of the individual client and issued free or at very low cost to anyone who needs it, without regard to income, ethnicity, race, or other criteria. The only requirement is need. We do not file for Medicare, Medicaid or insurance, which eliminates wait time for approvals from third party payers. Most of our clients receive immediate assistance as a walk-in. or within 2-4 days of making a request. There are no other agencies providing the specific services on the scale provided by FODAC. Equipment loan closets provided by a few scattered churches and organizations tend to focus on their members or to have a limited-need focus, like for a specific condition such as cancer. Most of the organizations managing condition-specific loan closets have eliminated those programs and now refer clients to FODAC. FODAC coordinates with Tools for Life, which offers complementary services such as training in Braille or use of sight enhancement devices but does not issue home medical equipment.

Collaborations: In addition, FODAC has an extensive list of agencies and organizations in the Metro area and Fulton County with which we collaborate in providing services. Examples include:

1.Grady Memorial Hospital: FODAC provides regular and expedited urgent delivery of refurbished medical equipment which hospital staff issue to clients who need it in order to be released from the hospital. Larger items like hospital beds can be delivered and set up directly in the patient's home. This arrangement often results in reduced hospital admissions or shorter stays.

2.Emory Hospital Therapy: FODAC provides equipment on request for specific patients.

3.Children's Hospital of Atlanta: FODAC renewed an agreement that allowed creation of an on-line directory of available items so that CHOA staff can order items for expedited delivery to their patients. This agreement makes items more readily accessible to children throughout the Metro area. The renewed program is expanding to include all Children's facilities.

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4.Shepherd Spinal Center: FODAC provides equipment to be used in the PT department for all patients to use such as standers or puff-powered chairs; valued at around $100,000 per year. Therapists indicate they send at least one person per day to FODAC for items to have at home.

5.Area Agency on Aging (AAA): FODAC has an agreement to provide HME to AAA offices around the state. Seven local agencies have completed agreements, including Cobb Senior Services, which coordinates AAA services for the entire Metro Atlanta area.

6.Blaze Sports: FODAC provides free wheel chairs for sports activities like basketball and racing for their clients.

7 .Project Walk: FODAC provides equipment, like standers, for use in their therapy programs to assist clients in learning to walk again.

8.Georgia Emergency Management Agency: FODAC maintains a cache of durable medical equipment that can be sent to any disaster shelter or disaster site to be used by clients displaced from their homes or separated from essential equipment and supplies due to a disaster.

9.Voluntary Organizations Active in Disaster (VOAD): FODAC is an active member to plan for disaster needs and to coordinate movement of assistive equipment to shelters or to sites where they can be accessed by disaster victims.

10.Atlanta Regional Commission: Through a contract for the "Money Follows the Person" program, FODAC is the exclusive provider of HOM and home modifications to persons residing in nursing homes to aid them in returning to independent living.

11.Georgia Vocational Rehabilitation: Provides funding to FODAC to support ongoing operations of the HME and Home & Vehicle Modification programs.

12.Tools for Life: Provides funding to support ongoing operations for the HME and Home and Vehicle Modification programs; sponsors the display area for clients to try out and view high-tech and very expensive items like low-vision readers, and three-wheeled adult bikes and carriers.

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,

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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.)	$0.00
Operational	$9,500.00
Direct Services	$30,500.00
Total	$40,000.00

Explanation of Funding Details:

Operational expenses include the cost of collecting, transporting, warehousing, and maintaining the facilities for serving clients. They also include utilities, phone and computer services and general office supplies and equipment. Overhead for building operations, utilities and maintenance have been reduced in the last five years due to the payoff of our mortgage and installation of energy conserving measures funded by a successful capital campaign. Expenses also include the costs of operating the trucks that pick up and deliver donated items including fuel, maintenance, and insurance.

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Direct Services includes the staff time to prepare equipment for re-issue and to serve the clients directly. Equipment is donated, and parts are salvaged from items that cannot be repaired for use on other items. This keeps direct purchase of expendable items to effect repairs and refurbishing to a minimum. The chemicals. tools and other supplies used to sanitize and repair equipment must be purchased. The major expenses in recycling equipment are for the skilled technicians who make the repairs, and for the client services staff who intake and register clients, assess their needs, match them with appropriate items, oversee any adaptations to ensure fit, and train clients and their caregivers to use items safely. Additional costs are for the operation of the trucks and staff to pick up and deliver items for repair and to install large items like beds in a client's home. The retail value of equipment to be issued next year is estimated to be well over $500,000.

Program Performance Measures:

Friends of Disabled Adults and Children, Too!, 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 (PWD) included in programs due to increased accessibility...,Number of Persons with Disabilities benefiting from minor home modification projects, renovations, and/or repairs...,Number of Persons with Disabilities who can focus on overall wellness...

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:

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There are **three CSP County defined performance measurements** that will be measured throughout the contract period.

- Number of persons with disabilities (PWD) included in programs due to increased accessibility, physical environment, transportation, housing, alternative communications.
- Number of persons reporting they are self-sufficient or able to live in their own homes instead of in institutional care.
- Number of persons with disabilities who can focus on overall wellness, including better management of their disability.

Goal 1: Provide 500 Fulton County residents in 2023 with HME or other services such as HME repairs, repair clinics, home/vehicle modifications or assistive technology. The HME provided will increase accessibility to the client's physical environment, such as their home or their workplace, school, or place of worship. Once a client is issued a wheelchair or other ambulation device, it becomes possible for them to access transportation by Marta Mobility buses or vehicles that have been modified for wheelchairs. Independent movement within their home is enhanced, and the likelihood of falls and injuries is reduced. Assistive technology, available through high-tech software, computers, and other electronic devices, to aid people who are unable to speak clearly or who have limited vision can be tested and tried out to determine their usefulness before deciding to purchase such expensive items.

Method: Track the number of items issued to Fulton residents that assist them to have increased mobility in their homes, and their access to transportation. This includes manual and power wheelchairs, scooters and transporters, ambulation aids (canes, walkers, etc.), vehicle lifts, and repairs. Clients complete a Registration Form & Client Survey each time they visit. Data on services provided is attached and the information is entered into the FODAC database for tracking. Partner agencies and hospitals that issue FODAC equipment to their clients also have clients complete the forms and return them to FODAC for data entry so that data on their clients can also be tracked. The Registration form captures geographical and demographic information, and information on how the equipment and services will benefit the client. Clients seen at the FODAC headquarters are also asked to provide a copy of their state-issued ID, so we are sure we have accurate and full information. Rosters of participants at repair clinics held at independent and assisted living centers and at FODAC also include this information and are entered into the database. This database is the source of all information used to complete the quarterly reports.

FODAC clients are referred to us from a large network of agencies, organizations, clinicians, and service providers, but clients can come in without a referral. We have paid service contracts with the Area Agency on Aging serving the Metro Atlanta area (Cobb Senior Services) and with several area hospitals (including Grady Hospital and Children's' Hospital of Atlanta) to provide them with priority access to HME items that they can issue directly to their clients. This makes items more accessible and has the potential to shorten some hospital stays with earlier release to home care. These hospital agreements increase our outreach to clients in Metro Atlanta and provide another sustainable source of income. Additional agreements are being negotiated with other clinical facilities.

Milestones & Schedule:

- Ongoing: Serve clients Monday-Thursday 9am-5pm fifty-one weeks of the year.
- 1st Quarter: review internal data collection procedures and revise as needed to ensure inclusion of info on all equipment repairs, home and vehicle modifications, bulk deliveries of HME.
- 1st Quarter: review data collection procedures with each partner agency

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- Quarterly: Collect data from each partner agency
- Quarters 3-4: Conduct at least one repair clinic at Fulton County residential facilities or targeting Fulton residents as needed.
- Quarterly: Run reports on all clients served, review by organization leadership, and report as required.

Goal 2: At least 60% (120) of clients will report ability to stay in their own homes and to leave or avoid institutional care with the aid of access to appropriate HME.

Method: The Client Satisfaction Survey requested from all clients includes questions about housing, and clients often add comments about their ability to remain at home. These questions will be reviewed and potentially strengthened to get more information and included in routine tabulation for quarterly reports so that we can more accurately track and report the number of clients who are able to remain in their own homes – either independently or with caregiver support -- instead of in institutional care. Intern or volunteer support is needed to be able conduct additional phone or other surveys to obtain more in-depth data on the impact of HME on clients' living arrangements.

Milestones:

- 1st Quarter: Review and potentially strengthen data collection tool and quarterly report formats
- Quarterly: Run data reports and review and analyze to assess effectiveness of data collection and progress toward goal based on current data collection tools.
- 2nd & 3rd Quarters: Determine resource availability for conducting follow-up impact assessment surveys
- 3rd & 4th Quarter: Potentially revise or redesign survey instruments/ methods
- 4th Quarter: Pilot revised data collection if resources obtained.

Goal 3: Increase the number of persons with disabilities who can focus on overall wellness to at least 140 (70%) of the total Fulton clients served. With increased mobility and independence, clients can focus on overall wellness, including better management of their disability. Having access to proper equipment promotes movement to prevent muscle atrophy and development of contractures and pressure sores, allows clients to manage their own personal hygiene, improves mental health, and prevents injuries to clients and their caretakers. Management of physical disabilities through mobility is essential to living independently, using public transportation such as MARTA, maintaining a job, attending school and even going for doctor visits. Access to some aids makes it possible for clients to perform some housekeeping chores, prepare and consume meals, and to engage in family activities.

Method: All clients are asked to complete a Client Satisfaction Survey which gathers information on how the equipment provided will help them, the impact it will have on their quality of life and independence, and on their satisfaction with the services provided. Responses are recorded in our Reuse database. Data collection on clients seen through partner agencies is being strengthened.

FODAC staff produce reports based on the client surveys, which are used by senior staff and Management to evaluate effectiveness of service delivery, inclusion of all demographic groups, and appropriate geographic and demographic outreach.

Major milestones to be achieved:

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- 1st quarter: Review & potentially revise internal data collection and reporting procedures to improve collection of impact data and inclusion in compilation for quarterly reports.
- 1st quarter: Review any revised data collection procedures with each partner agency
- Ongoing: Monitor effectiveness of data collected.

Agency Defined Performance Measure(s):

Our **Agency-defined Key Performance Indicators i**nclude:

- Number of persons with disabilities who are ready for hospital discharge, who receive the assistive devices they were previously unable to obtain so they can continue their recovery or care at home.
- Number of organizations hosting equipment drives to collect used HME to meet client needs
- The number of sites hosting repair clinics for HME and the number of clients learning how to maintain it and to avoid damage and loss of use.

Goal 1: Maintain **the number of clients served though Hospitals to Home partnerships. Expand as funding becomes available.**

Method: The President and CEO and the HME Manager will be responsible for maintaining and growing current partnerships with Fulton-based hospitals such as Grady Memorial Hospital, Children's Healthcare of Atlanta and Emory Hospital. FODAC is currently negotiating funding to include a partnership with Shepherd Spinal Center.

Milestones & Timeline:

- Month 1: Secure service contract with the Shepherd Spinal Center.
- Month 2: Provide opportunities for hospital staff training and education to increase the number of discharge staff who are aware of the hospital to home partnership.
- Month 3: Assess ability to provide more frequent to deliveries to meet more demands. Work with Logistics Manager and DME manager to coordinate urgent needs.
- Month4: Begin regular deliveries to the Shepherd Spinal Center.
- Quarterly: Access program deliverables and adjust staff needs as necessary for program success.

Goal 2: I**dentify and secure at least 1 new host site for HME equipment drive**s to increase the availability of HME available to all clients.

Method: Program Development Director will identify and secure new locations among civic organizations, churches, neighborhood associations, cities and companies to host drives and provide awareness for FODAC's HME needs in the community. FODAC's Marketing Coordinator will provide social media support in partnership with the host group.

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Milestones & Timeline:

- Month 1 & 2: Identify 5 target groups in the metro area who would be a good fit for an equipment drive.
- Month 2-4: Communicate needs and secure dates for a minimum of 2 equipment drives with new partner or supporter.
- Month 3-6: Provide marketing collateral and social media support to assist with equipment drive promotion. Add dates to community calendar to build awareness.
- Month 6-12: Implement equipment drives on selected date. Provide staff support during the event along with 20ft box truck for equipment collections.
- Month 6-12: Return donated equipment to the FODAC facility for sanitization and repair before reissuing to those in need.

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.

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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

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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

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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:

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

To Contractor:

Friends of Disabled Adults and Children, Too!, Inc.
4900 Lewis Road
Stone Mountain, Georgia 30083

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

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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

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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 **Friends of Disabled Adults and Children, Too!, 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

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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

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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

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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.

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STATE OF GEORGIA

COUNTY OF FULTON

FORM F: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services[1] under a contract with **[insert name of prime contractor (Agency)]** Friends of Disabled Adults and Children 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.

260655
EEV/Basic Pilot Program* User Identification Number

Friends of Disabled Adults and Children
Name of Contractor (Agency)

Chris Brand
BY: Authorized Signature of Officer or Agent of Contractor

CEO/President
Title of Authorized Officer or Agent of Contractor of Contractor

Chris Brand
Printed Name of Authorized Officer or Agent of Contractor

Sworn to and subscribed before me this 26 day of February 2024

Notary Public: Peggy Ann Olson

County: Gwinnett

Commission Expires: 8/1/2027

PEGGY ANN OLSON NOTARY PUBLIC My Commission Expires August 1, 2027 GWINNETT COUNTY, GEORGIA

[1]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.

[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].

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STATE OF GEORGIA Not Applicable

COUNTY OF FULTON We will not use Subcontractors

FORM G: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT

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

260655

EEV/Basic Pilot Program* User Identification Number of Subcontractor

Name of Subcontractor (Individual/Agency)

BY: Authorized Signature Officer or Agent of Subcontractor

Title of Authorized Officer or Agent of Subcontractor

Printed Name of Authorized Officer or Agent of Subcontractor

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

Notary Public: _____

County: _____

Commission Expires: _____

[3]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.

[4]*[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].

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FRIEOFD-01 JGEORGE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/23/2024

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
Snellings Walters Insurance Agency
1117 Perimeter Center West
Suite W101
Atlanta, GA 30338

CONTACT NAME: Connect Unit
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS: clmail@snellingswalters.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Selective Insurance Group*	19259
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Friends of Disabled Adults
& Children, Too! Inc.
4900 Lewis Rd
Stone Mountain, GA 30083-1104

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO	X	X	S 1908667	9/1/2023	9/1/2024	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

CERTIFICATE HOLDER

Fulton County Government
141 Pryor St
Atlanta, GA 30303-3408

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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FRIEOFD-01 SSMITH

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/23/2024

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
Norton Metro Insurance
11675 Great Oaks Way
Suite 100
Alpharetta, GA 30022

CONTACT NAME: Sheila Smith
PHONE (A/C, No, Ext): (678) 775-0520 FAX (A/C, No): (678) 775-0521
E-MAIL ADDRESS: ssmith@nortoninsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Philadelphia Indemnity Insurance Company	18058
INSURER B : Wesco Insurance Company	25011
INSURER C : United States Liability Insurance Company	25895
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Friends of Disabled Adults and Children Too Inc
4900 Lewis Rd
Stone Mountain, GA 30083

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY / PRO-JECT / LOC OTHER:	X		PHPK2683247	5/1/2024	5/1/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 100,000 $ 5,000 $ 2,000,000 $ 2,000,000 $ 2,000,000
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB / CLAIMS-MADE DED X RETENTION $ 10,000	X		PHUB910490	5/1/2024	5/1/2025	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WSS3710350	5/6/2024	5/6/2025	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 500,000 $ 500,000 $ 500,000
C	Directors & Officers			NDO1550816L	9/10/2023	9/10/2024	Aggregate	1,000,000

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

CERTIFICATE HOLDER
Fulton County Government
141 PRYOR ST SW
Atlanta, GA 30303-3408

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

AUTHORIZED REPRESENTATIVE

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

OWNER:

FULTON COUNTY, GEORGIA

DocuSigned by:
Robert L. Pitts
BA715B1A26544E7...

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST:

DocuSigned by:
Tonya R. Grier
EEC476C4837648D...

Tonya R. Grier
Clerk to the Commission

DocuSigned by:

(Affix County Seal)

CONTRACTOR:

VENDOR NAME **Friends of Disabled Adults and Children, Too!, Inc.**

DocuSigned by:
Laurie Ann Kimbrell
ED161AFA48754ED...

Name of Signatory: Laurie Ann Kimbrell
Title of Signatory: Development Director

Authorized Signature

ATTEST:

DocuSigned by:
Peggy Olson
89731F919C49489...

Name of 2nd Signatory: **Peggy Olson**
Title of 2nd Signatory: **Accounting**

Second Authorized Signature

(Affix Corporate Seal, if applicable)

APPROVED AS TO FORM:

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

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FULTON COUNTY

CONTRACT DOCUMENTS

FOR

REQUEST FOR PROPOSAL 24RFP013124C-MH

2024 CONSOLIDATED COMMUNITY SERVICES PROGRAM

FOR

DEPARTMENT OF COMMUNITY DEVELOPMENT

OF

FULTON COUNTY, GEORGIA

DocuSign Envelope ID: EE2A6A47-3BB6-42AA-8AB5-178C19C40504

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 **Disability Action Center of Georgia Inc., D.B.A. disABILITY LINK** (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:

DocuSign Envelope ID: EE2A6A47-3BB6-42AA-8AB5-178C19C40504

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

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ARTICLE I - PARTIES AND TERM:

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

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

(c) Nothing contained in this Agreement shall be 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: Disabilities

CCSP Funding Priority(ies):

Children and Youth: Not Applicable

Disabilities: Number of Persons with Disabilities who are self-sufficient or able to live independently...

Economic Stability: Not Applicable

Health and Wellness: Not Applicable

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Homelessness: Not Applicable

Senior Services: Not Applicable

Veterans Services: Not Applicable

Disability Action Center of Georgia Inc., D.B.A. disABILITY LINK, Empowering Our Youth (EOY) Locating Avenues Through Peer Support (LEAPS); Pathways to Success 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
Virtual/Teleservice	1901 Montreal Road Suite 102	Tucker	GA	30084	NA	1,2,3,4,5,6

Approach and Design:

Disability Action Center of Georgia Inc., D.B.A. disABILITY LINK, Empowering Our Youth (EOY) Locating Avenues Through Peer Support (LEAPS); Pathways to Success will provide services to **54** clients that reside in Fulton County, with CCSP funding.

Disability Action Center of Georgia Inc., D.B.A. disABILITY LINK, will provide the following activities and services in Fulton County with CCSP funding:

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The project "Empowering Our Youth (EOY) Locating Avenues Through Peer Support (LEAPS): Pathways to Success" primary focus is to provide programs that develop a foundation for youth with disabilities to have a pathway to success with educational and employment opportunities. The program targets and aligns with CSP funding priorities as it works towards programs that provide tools for young adults of diverse backgrounds that intersect with disabilities to prepare for adult life. These priorities include programs that promote educational and/or career readiness skills for people with disabilities. In addition, through teaching skills, it can lead to greater self-sufficiency. The project aligns with these priorities and focuses on educational and social skills, job readiness, employment, career alternatives, and developing skills of advocacy for self. Many factors and barriers influence the success of youth with disabilities. These factors include the individual, community, employers, and parents. The project aims at breaking down those barriers. We believe that to improve employment and self-sustaining outcomes, it is critical to provide training and opportunities to those without disabilities to interact/work with people with disabilities in the workplace and the community. Part of that includes training for parents, teachers, and potential employers. This project does just that as we anticipate serving 37 youth through in-school and summer programming and 17 community members, including parents, teachers, employers, caretakers, and other community members not listed. The total number of Fulton County residents expected to receive services is 54. Although our target audience focuses primarily on ages 14 to 22, we have found that individuals often have gone back to college or are just now learning to be independent in their own lives. The traditional transition age is well into the age of 30 and above. "Empowering Our Youth (EOY) Locating Avenues Through Peer Support (LEAPS): Pathways to Success" takes a three-pronged approach to address employment disparities within the disability community. 1) We provide the opportunity for students transitioning from high school to adulthood programming to explore options to make their own choices. 2) We provide the opportunity for students and recent graduates with disabilities to gain hands-on professional experience to help advance their career goals. 3) We work with the community, parents, teachers, and worksites to provide support and guidance while the young adult gains independent living and employment skills. The project aligns with MBK and Fulton County CSP priorities. The first priority is that every American child should be college and career-ready. The project focuses directly on providing skills pre-transition and for those who have graduated. The curriculum supports youth with disabilities in exploring career and educational opportunities. As mentioned above, these skills revolve around educational, career, and social skill development. The second priority is that all Americans should receive the education and training needed for the jobs of today and tomorrow. The project encompasses a portion of gaining skills through paid and unpaid internships that further develop skills. In addition, the curriculum addresses job readiness and social skill development, career exploration activities, and preparing for educational opportunities. The last priority is having the tools to get a job that allows them to support themselves and their families. The curriculum addresses this with a real look at budgeting, applying for programs eligible for, self-advocacy, and career opportunities. Providing opportunities to gain skills that will equip individuals with disabilities is essential. Fast-tracking skill-building and work readiness in a post-COVID environment is vital. The curriculum is designed to support youth with disabilities in educational and career readiness, which is needed to lead to self-sufficiency and independence. It provides for persons with disabilities to understand their skill set, improve upon their skill set, and determine the best course of employment and involvement in the community as it relates to them while providing individualized support. Furthermore, it assists in recognizing their advocacy skills to live independently. Another barrier lies in the family unit. The lack of knowledge of rights and benefits limits the family's willingness to support any employment. Family members sometimes do not understand that employment is attainable if a person has a disability. This curriculum provides advocacy skills and benefits training to look to the future while supporting their family member with a disability. In addition, breaking barriers and developing relationships with industry and business sectors are essential. Training and education are aimed at working towards breaking down myths held by employers, such as hiring a person with a disability will increase workers' compensation insurance rates or people with disabilities

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have more accidents or injuries than others, and even that the person with a disability is less reliable and has a higher absentee rate than other employees or that the person with a disability. More importantly, it assists individuals in recognizing their strengths and employers, families, and the community in recognizing that people with disabilities are indeed an integral part of the community. It is also important to engage other community members, such as teachers, healthcare workers, and other community members, to learn how to interact with people with disabilities while providing support. At disABILITY LINK, we have seen tremendous success with our in-school, after-school, and summer programs and community outreach and training.

Participants will:

1. Identify their career or educational path to facilitate employment goals.

2. Learn the characteristics of skills needed to be successful at work

3. Learn social work skills to interact with others

4. Increase self-awareness and advocacy skills related to independent living and employment.

The program goals include:

1) Individuals will be better prepared to find employment and maintain employment.

The outcome or accomplishments of the program include:

a. Identify their career or educational path to facilitate employment goals.

b. Individuals will demonstrate greater acuity with basic job readiness concepts.

c. Increase self-awareness and advocacy skills related to independent living and employment.

d. Increase the individual's employability and competitiveness for available and desired jobs.

e. Ensure that the individual is ready to meet the ongoing demands and expectations of employment.

f. Increase individual's knowledge of different workplace environments.

2) Increase awareness and break down myths and barriers held by family members, employers, teachers, healthcare workers, and the community.

a. Networking and education reinforce that individuals with disabilities are qualified for positions.

b. Educational opportunities to provide information related to hiring practices, accommodations

The project consists of Pre-Employment Transition Services, including:

• Job exploration counseling;

• Work-based learning experiences;

• Counseling on opportunities for enrollment in post-secondary educational programs;

• Workplace readiness training to develop social skills and independent living;

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• Instruction in self-advocacy, which may include peer mentoring.

The curriculum allows for various options for students to participate:

1. The curriculum is a 6-week course of 22 lessons that can be broken down for students to learn skills.

2. During the school year, 22 lessons will be provided during the school year to those students transitioning from high school or college.

3. Summer programming with participation in the choice of week lengths.

We continue to provide services to individuals in Metro Atlanta, including Fulton County. We utilize funding opportunities that have allowed disABILITY LINK to provide baseline services. The funding would provide an opportunity to make a direct impact while delivering a specific curriculum and program to the community of Fulton County. The process for this would include the following:

1. Recruit a diverse class of participants for the different opportunities. disABILITY LINK will rely on our existing relationships with disability and career offices on numerous college campuses across the country to help recruit participants and post on our email, social media networks, and other internship websites. disABILITY LINK seeks to find diverse participants across disability, geography, gender, gender identity and expression, sexual orientation, race/ethnicity, and experience.

2. Students who are identified for the in-school program will be notified and begin intake packets and begin the program immediately through the school year and into the summer to complete the 22 lessons. (37 students overall through all programming)

3. Implement the different program curricula to address disability rights activism, history, and professional development. disABILITY LINK also delivers a curriculum for in-school and summer programs.

4. "Empowering Our Youth (EOY) Locating Avenues Through Peer Support (LEAPS): Pathways to Success" in conjunction with summer internship programs.

5. "Empowering Our Youth (EOY) Locating Avenues Through Peer Support (LEAPS): Pathways to Success" Summer program will have four sessions with a choice of a 1-week, 4-week, or 8-week program. We utilize the 22-week curriculum and adjust to meet different criteria throughout.

6. Plan to have an impact with specific goals:

A. "Empowering Our Youth (EOY) Locating Avenues Through Peer Support (LEAPS): Pathways to Success" in conjunction with school and summer programs- a total of 37 through in-school and/or summer programs.

B. Impacting the family with involvement of increasing independence for the young adult by providing peer support groups for the families.

C. Impacting employers through interactions with people with disabilities and realizing potential.

D. Impacting diverse and underrepresented groups through educational, behavioral, social, and advocacy skills.

E. Providing education to teachers and the community about people with disabilities.

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F. Total impact in the community (employers, parents, teachers, healthcare workers, and other community members) will be targeted at 17 individuals. The total served will include 37 students/youth with disabilities and 17 community members to equal 54.

7. Solicit participant, supervisor, and mentor feedback about the program and ways to improve it. Over the course of the program, disABILITY LINK touches base with our participants to gather feedback and suggestions. At the end of the program, participants are asked to complete an evaluation. disABILITY LINK also seeks input from supervisors and mentors. Once all feedback is collected, it is analyzed and incorporated into the planning efforts for the next year of the program.

disABILITY LINK has established a strong collaboration with various organizations, including schools, rehabilitation centers, service providers, vocational rehabilitation, and peer-led groups (locally and nationally). We have developed substantial partners in various high schools, universities, colleges, and technical schools. We are a field site for social work students, education students, occupational therapy students, and rehabilitation students, with a primary selection of students interning are people with disabilities. We have developed MOUs with Georgia State University, Fort Valley State University, Morehouse School of Medicine, Alabama and Kentucky University. We partner in a grant with Kennesaw University to provide training on youth and disabilities. We currently provide services at schools in Fulton County.

disABILITY LINK regularly collaborates with other peer-led organizations, including GMHCN, People First, NFB, Parent Network, Respect Institute, AAPD, National Council of Independent Living, Association of Programs for Rural Independent Living, Statewide Independent Council of Georgia, Walton Options, Tools for Life, and others and non-peer led organizations such as GCDD, Center for Leadership and Disability (CLD) Area of Regional Commission (ARC), Parent-to-Parent, providers, Shepherd Center, University of Kansas, Kennesaw University. Morehouse School of Medicine. We work with the City of Clarkston, rated one of the most diverse cities in the United States, and engage several local businesses, non-related disability organizations, Diversity Councils within the different Counties we serve, and schools. We also collaborate with organizations that share our information. One such organization is the Brain Injury Peer Visitor Association which includes our brochures in the hundreds of packets of information shared with newly diagnosed people with brain injuries in 25 hospitals around Metro Atlanta. In addition, we have a strong relationship with Georgia VR and the Department of Aging Services, which provides referrals to the organization.

The project addresses priority areas for the Fulton County strategic areas in Health and Human Services by developing a foundation for individuals to gain hands-on learning skills to look to the future and improve employment and educational outcomes. It identifies several aspects through the curriculum and involvement with the community, employers, parents, and teachers. In line with the priorities it:

1. Increases family and community support

2. Addresses methods of coping through peer support and mentorship

3. Addresses self-advocacy and systemic advocacy

4. It develops job readiness and/or career skills.

5. It provides opportunities for social and cultural programs for people with disabilities to gain a sense of inclusion and belonging.

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6. It promotes self-worth.

Overall, the program identifies, on a one-on-one basis, the level of their individual education and needs, assists in exploring and preparing for college or employment opportunities, provides resources to apply for internship programs they may be eligible for, learning social skills, and provides peer support for issues that they may face with social, economic, and environmental well-being. The program will also meet the goals of not only CSP funding priorities but also the MKB objectives of preparing to transition from high school into adult life either for college or a career, providing skills to enter the workforce, learning advocacy skills, and gain information on overall well-being, developing skills to start over, and prepare young adults for real-life scenarios.

Designation of CSP Funds:

Based on the awarded amount of **$30,703.00,** 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.

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Cost Category	Designation of CCSP Funding Award
Administrative (5% Admin max of funds awarded.)	$1,535.00
Operational	$5,122.00
Direct Services	$24,046.00
Total	$30,703.00

Explanation of Funding Details:

Funding Request Direct Services: Services that directly provide services directly to students. Salaries & Benefits -Direct Service (.50 FTE) 1) Youth Supervisor 13,000 .25 FTE 2)Youth Specialist/Employment Specialists 8725.00 .25 FTE 3) FTE Payroll Taxes and Benefits (9.65%): 2321.00 Total Direct Services 24,046.00

Administrative: Administrative Fees Executive/Finance Director- 1535.00 Total Administrative 1535.00

Operational: This to support program operations overall. Rent , Accommodations (ASL, CART, Captioning), Insurance, Supplies, Meetings and Fees, Travel & Training. Total Operational: 5,122.00

Total Expenses: 30,703.00

Program Performance Measures:

Disability Action Center of Georgia Inc., D.B.A. disABILITY LINK 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

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Disabilities: Number of Persons with Disabilities who are self-sufficient or able to live independently...

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:

The project aims to provide training and education to youth with disabilities, community members (teachers, parents, caretakers, employers) that support youth with disabilities to be able to achieve employment and earn wages that are comparable to their peers without disabilities and enjoy the same fundamental right of living an independent life. The project further aims to enhance the community's knowledge of interacting with people with disabilities in work, community, and everyday life. These objectives include working directly with youth through the curriculum and with community members in outreach events, one-on-one interactions, and training.
The progress of the "Empowering Our Youth (EOY) Locating Avenues Through Peer Support (LEAPS); Pathways to Success is primarily measured by the feedback of the participants themselves as well as their mentors and supervisors. disABILITY LINK monitors their experiences throughout the program and at its conclusion. Throughout the program, disABILITY LINK staff meet with participants one-on-one to check in about the participant's experience and address issues with the participant's placement or other aspects of the program. Staff can also readily meet with individual participants more frequently as needed.

Program Measures to be used:

1. Evaluation of program: disABILITY LINK will conduct pre and post-survey interviews with the participants and, if applicable, their mentors and supervisors, who work one-on-one with the participants. Feedback will be collected in both quantitative and qualitative forms.

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1A. Students/youth with disabilities will show a 50 percent increase in developing an understanding of self, skills, self-awareness, and independent thinking needed to achieve economic, educational, and employment success.

1B. Family members and/or caretakers, employers, and teachers will gain an increased awareness of youth with disabilities and the rights and benefits to support student goals.

Agency Defined Performance Measure(s):

1. 37 youth with disabilities will participate in the program.

2. 17 Community members will participate in one educational session. Community members are defined as Family members and/or care takers, employers, teachers, and others who may not be listed. Educational sessions include informational fairs, educational workshops, and one on one training.

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

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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.

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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 **$30,703.00.**

(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

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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.

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(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:

Disability Action Center of Georgia Inc., D.B.A. disABILITY LINK
1901 Montreal Road Suite 102
Tucker, Georgia 30084

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

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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

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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 **Disability Action Center of Georgia Inc., D.B.A. disABILITY LINK**, 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

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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

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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.

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(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

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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.

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STATE OF GEORGIA

COUNTY OF FULTON

FORM G: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT

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

N/A

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

_____
Name of Subcontractor (Individual/Agency)

_____
BY: Authorized Signature Officer or Agent of Subcontractor

_____
Title of Authorized Officer or Agent of Subcontractor

_____
Printed Name of Authorized Officer or Agent of Subcontractor

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

Notary Public: _____

County: _____

Commission Expires: _____

[3]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.

[4]*[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].

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STATE OF GEORGIA

COUNTY OF FULTON

FORM F: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services[1] under a contract with **[insert name of prime contractor (Agency)]** Disability Action Center of GA., dba disABILITY LINK 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.

300644
EEV/Basic Pilot Program* User Identification Number

Disability Action Center of GA., dba disABILITY LINK
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

Kim Gibson
Printed Name of Authorized Officer or Agent of Contractor

Sworn to and subscribed before me this 8 day of February, 2024.

Notary Public: James Turner

County: DeKalb

Commission Expires: 3/5/2027

James J Turner NOTARY PUBLIC EXPIRES GEORGIA 03-05-2027 DeKalb COUNTY

[1]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.

[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].

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/06/2024

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	**CONTACT NAME:** Judith Davis, CISR, CPSR
Hamby & Aloisio Inc. 53 Perimeter Center East #400 Atlanta GA 30346	**PHONE (A/C, No, Ext):** (770) 551-3270 **FAX (A/C, No):** (770) 551-3289 **E-MAIL ADDRESS:** judith@hains.com
INSURED	**INSURER(S) AFFORDING COVERAGE** / **NAIC #**
Disability Action Center Of Georgia, Inc, DBA: Disability Link 1901 Montreal road Suite #102 Tucker GA 30084-5223	**INSURER A :** Berkley Regional Ins. Co. **INSURER B :** Standard Fire Ins. Co. 19070 **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 2023-2024 **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	[X] **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	X		HHS 8525724-17	12/20/2023	12/20/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Directors and Officers	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 3,000,000 $ 3,000,000 $ 1,000,000
A	**AUTOMOBILE LIABILITY** [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			HHS 8525724-17	12/20/2023	12/20/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	[X] **UMBRELLA LIAB** [X] OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE DED RETENTION $			HHS 8525724-17	12/20/2023	12/20/2024	EACH OCCURRENCE AGGREGATE	$ 3,000,000 $ 3,000,000
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		UB-7J698519-23-42	12/20/2023	12/20/2024	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 500,000 $ 500,000 $ 500,000
A	Professional Liability			HHS 8525724-17	12/20/2023	12/20/2024	General Aggregate Each Occurrence Abuse & Molestation	$3,000,000 $1,000,000 $1,000,000

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

Certificate holder is "Additionally insured" per coverage form

CERTIFICATE HOLDER

Fulton County Government
141 Pryor St NW
Atlanta GA 30303-3408

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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

OWNER:

FULTON COUNTY, GEORGIA

DocuSigned by:
Robert L. Pitts
BA715B1A26544E7...

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST:

DocuSigned by:
Tonya R. Grier
EEC476C4837648D...

Tonya R. Grier
Clerk to the Commission

DocuSigned by:

(Affix County Seal)

APPROVED AS TO FORM:

DocuSigned 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

CONTRACTOR:

Disability Action Center of Georgia Inc., DBA disABILITY LINK

VENDOR NAME

DocuSigned by:
Kim Gibson
FD95C521E436416...

Name of Signatory: Kim Gibson
Title of Signatory: Executive Director

Authorized Signature

ATTEST:

DocuSigned by:
Joseph Bryant
B91AE5DEE210439...

Name of 2nd Signatory: **Joseph Bryant**
Title of 2nd Signatory: **Finance Director**

Second Authorized Signature

DocuSigned by:

(Affix Corporate Seal, if applicable)

Please select RM or 2ND RM from the checkbox

RM **X** **2ND RM**

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

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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 **youthSpark, 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:

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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

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ARTICLE I - PARTIES AND TERM:

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

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

(c) Nothing contained in this Agreement shall be 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

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Homelessness: Not Applicable

Senior Services: Not Applicable

Veterans Services: Not Applicable

youthSpark, Inc., Youth Services Center: Building Brighter Futures for At-Risk Youth 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
youthSpark's Youth Services Center	395 Pryor Street, SW, Suite 2117	Atlanta	Georgia	30312	5	1,2,3,4,5,6

Approach and Design:

youthSpark, Inc., Youth Services Center: Building Brighter Futures for At-Risk Youth will provide services to **190** clients that reside in Fulton County, with CCSP funding.

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

Our work supports the county's service category "Children and Youth Services" funding area and we anticipate we will serve 190 Fulton County youth with victimizations identified before and after initial assessment, with

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many of these youth experiencing multiple victimizations. The Youth Services Center operates on an evidence-based "screen and serve" model, where at-risk youth are provided time and safe spaces to disclose victimization experiences without threat of adjudication. Our early intervention model is designed to provide overlooked youth with a safe, affirming point of entry for life-transforming services through our Center.

The majority of the kids we serve through our Youth Services Center are involved in the Fulton County juvenile justice system or Fulton County DFCS most of whom are referred directly by these agencies. We strongly believe that effective prevention and intervention practices—such as those services we offer—must target court-involved youth exposed to violence in order to reduce the likelihood of re-victimization and mental health problems, as well as prevent future justice involvement.

To make a positive impact for all of our youth, we must not let any of our kids fall through the cracks. So, at our Center, kids, ages 12 to 18, receive crisis intervention, court and legal advocacy, trauma-informed case management, evidence-based group therapy, empowerment activities through our individual program tracks, crisis intervention and/or connections to trusted community-based support. We also recognize that when kids are not consistent in schooling and are consistently away from their home, they are unsafe and often targeted by predators and exposed to illegal activity.

Referrals:

Currently, most youthSpark clients are referred directly by Fulton County Juvenile Court. The CHINS Unit takes a proactive approach by offering resources and services on the front end to youth who commit status offenses, such as missing/runaway, wandering or loitering, ungovernable, and truancy/educational neglect. These resources and services are in place to prevent the formal filing of cases in the juvenile court. CHINS works with pre-adjudicated youth and families to prevent adjudication. Referrals also come from the Court's Probation Department, Behavioral Health Department, and Guardian Ad Litems.

Our Process:

Upon intake, each youth completes a trauma-informed assessment to determine the extent of needs, strengths, and resources, and level of case management required, which includes weekly telephone contact with the youth and parent/guardian, community support, and court advocacy. To ensure that we can effectively provide trauma-informed care for youth referrals, our assessments include the Adverse Childhood Experiences (ACE) and Basic Symptom Inventory (BSI) assessments. We are also able to review the Court's own assessments (YASI Youth Assessment and Screening Instrument, Predisposition Risk Assessment, Massachusetts Youth Screening Instrument, PDRA, MAYSI tools) to help inform a collaborative plan when applicable, ensuring we reduce the number of times youth have to discuss trauma and abuse. In the event that either of these tools indicate a need for immediate intervention, our case management team notifies our Clinical Director who conducts the Columbia-Suicide Severity Rating Scale (C-SSRS) and manages next steps. Our Clinical Director, who is a licensed clinical

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social worker, oversees the coordination of all services, including individual mental health services and crisis intervention from a trauma-informed care and systems-involved perspective. A case manager enters their details into our database, TraxSolutions, triages them based on risk factors, and works with the client to create a case plan. The case plan outlines goals for the child (and oftentimes, family) to work on while receiving services through youthSpark.

Using the results of the triage, the Center case managers then work with youth to execute their individualized case plan, based on their unique needs and circumstances. Multi-Disciplinary Team meetings (MDT's) are held to help us ensure careful coordination and smooth communication so we can troubleshoot issues and intervene as soon as possible. Stakeholders, including the family, DFCS, Probation Officers, and CHINS coordinators, often attend MDT meetings. We offer direct and enabling services, such as therapy and transportation assistance. The Center staff refer clients to qualified partners for additional support as needed.

Our Youth Services Center clients may also engage in any one of our three intensive in-house program tracks: Voices, Expressions, and Connections. Each program track is clinically-based, educational group sessions, specifically designed to align with each group's needs and values. The Voices program is for youth who have experienced or are vulnerable to sex trafficking and sexual exploitation. The Expressions program supports LBGTQ+ youth to ensure they have basic human rights, and can be open, honest, and safe and feel free to express their gender at home, school, work, and the community. The heart of Connections centers around consistent conflict-resolution, anger management support aimed towards youth who have a history of maladaptive expressions of anger, conflictual relationships, family disruption, runaway behaviors, and grooming or recruitment into gangs or trafficking (victims or exploiters). The goal for Connections is to ensure that "every youth is able to recognize, discover, and find alternative ways to ease, express, resolve internal/in-home conflict and feelings of anger – resulting in home stabilization."

Partnering with the Fulton County Juvenile Court, we work to best identify appropriate youth for participation in these programs. These programs are designed to work collaboratively with vetted community partners to increase school attendance, decrease running away or homelessness, and build critically-needed educational and leadership skills. These programs provide each client with evidence-based trauma-informed assessments and clinical case management using a system of care approach.

youthSpark staff offer meals and transportation assistance to minimize youth's barriers to consistent participation. Specialized, trained youthSpark staff facilitates the group sessions. We have taken care to hire staff who are uniquely positioned to connect on a personal level, have previous success with similar clients, and have also undergone cultural competency training. Another key component of our programming is to provide extensive clinical case management and direct services to victims by also building formal relationships with verified community services providers, rather than attempting to recreate all in-house services ourselves.

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Providing our kids with educational resources that enhance their ability to succeed is also central to our work. Across all of our program tracks, one key specific objective includes helping each of our kids to (1) strengthen their career and education skills and knowledge, (2) expose them to potential career pathways, (3) and develop strategies to strengthen their academic outcomes. We do this, for example, through employment coaching, entrepreneurship, and other skills-based opportunities. Uniforms, school supplies, and public transportation cards are provided through the Center to ensure that our kids remain in school. We also know that not all of our kids will be bound for college, so we work to expose them to other career possibilities like those found in the trades (i.e., electrical, construction, etc.).

In addition, because many of the kids who we serve come from families requiring financial assistance to meet their daily needs, it is important to address economic stability as well. Emergency assistance is provided when needed for the youth and families, and we individualize each response after we have exhausted other existing community supports. Because so many have so little, the Center also maintains meals and snacks in our Center, and a resource closet, the Dream Closet, to assist youth with clothing and personal items.

Lastly, youthSpark leverages our unique position within the Fulton County Juvenile Court to improve the effectiveness of affiliated service providers and public agencies. We offer training and advocate for systemic changes, such as providing LGBTQ+ training for Fulton County Juvenile Court staff.

YouthSpark's project aligns the following CSP funding priority in the Children and Youth Services category to "Ensure Safety and Justice by providing alternatives to activities and contributing factors that lead to unhealthy behaviors in children and youth."

Our work will result in:

--Safe environments through prevention of youth violence and/or delinquent behaviors by targeting youth who are at enhanced risk for violence/delinquent behaviors

--Changing the life-trajectory for those youth who have already demonstrated violent or serious delinquent behaviors by providing comprehensive, multi-component, tertiary interventions addressing a constellation of risk factors

-- Positive family support to foster a sense of belonging and trust

--Addressing mental health, depression, stress, trauma, and anxiety among teens which may be due to adverse events in their lives

PROVIDES COMMUNITY COLLABORATIVE RELATIONSHIPS TO ASSIST ORGANIZATION IN ADDRESSING THE NEED: youthSpark works in collaboration with many community partners throughout the

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year. Our primary program partner is the Fulton County Juvenile Court. As an independent nonprofit organization housed within the Court, our collaboration with its probation officers allows us to meet regularly with the officers and access their reports, including such things as school attendance logs. We also formalized a joint partnership with the Children's Advocacy Centers of Georgia's (CACGA) CSEC (Commercial Sexual Exploitation of Children) Response team and the Georgia Center for Child Advocacy to collaboratively serve minor victims and other high-risk youth. This partnership allows us to maintain regular multidisciplinary meetings to ensure therapy and residential services, law enforcement coordination, and court advocacy needs are in place. It also reduces case management hours previously spent coordinating services (like residential treatment to WellSpring Living and the Receiving Hope Center) where efforts and information are often duplicated. Additionally, we work closely with other nonprofit partners who are also housed within the court, Atlanta Court Appointed Special Advocates (CASA), and the Truancy Intervention Project. In addition, we partner closely with representatives in local metro area jurisdictions, including the Atlanta, Sandy Springs, and College Park Police Departments.

We continuously maintain relationships with other community partners and organizations who offer their time, talents, and treasure to our kids. Corporate partners such as Verizon, UPS, Federal Home Loan Bank, and American Family Insurance provide financial support to ensure summer program opportunities that introduce a variety of skills-based and career exploration workshops. Agencies such as Youth Build, Urban League of Atlanta, and academic partners at Spelman College and Georgia State University also help us extend our reach by supporting our agency's mission and individual client needs. Our friends at COR help ensure families have access to food and educational support, particularly those in the Carver Schools cluster. When victims who we are serving turn 18 years old, our support does not stop here. We work directly with the Empower Her Network to ensure those young women are able to remain connected to services and propel them into independent adulthood through career, education, and personal advancement.

youthSpark relies heavily on trusted, dedicated individuals who serve as volunteers or official community ambassadors to help ensure we remove barriers to our kids receiving services, such as Dr. Angela Brown (a licensed counselor) who serves as a special mentor to high-priority girls outside of our Center's walk-in hours. We have also held long-term relationships with two contracted transporters to ensure our kids who need it are able to safely attend group sessions every week. Without this service, we would not be able to maintain consistent contact, improving their overall outcomes.

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.

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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.)	$2,000.00
Operational	$6,000.00
Direct Services	$32,000.00
Total	$40,000.00

Explanation of Funding Details:

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youthSpark will expend $40,000 in CSP funds to support Youth Services Center costs for serving 190 Fulton County clients in 2024. In 2023, we outlined in our budget request (of $75,000) that we would serve 155 Fulton County youth. In 2024, because of the increase in the number of youth served over that year, we are anticipating serving 190 youth, an increase of approximately 23%. Our 2024 budget proposal includes $32,000 for direct services, which provides for our program clinical director, deputy program director, client support specialist, and case managers, supplies and activities for weekly group sessions (workbooks, art supplies, etc.); outside activities and outings for our program tracks, and course materials. It also includes financial assistance for emergency clothing/food/shelter, community outreach, and other victim outreach costs. Emergency and individual client assistance is available for youth who require help during emergency situations and/or meet individual client needs to support their upward progress. This includes such costs related to school, jobs, medical assistance, and basic necessities.

We will also use a small amount for meals and snacks for those youth who have emergency food needs, or meals to support in-person client meetings/groups. This is often the only healthy meal they receive in the week—and we keep our Center kitchen stocked with healthy snacks for youth who visit. Other expenses include our annual recognition ceremony, back-to-school and holiday events, supplies for additional workshops, and transportation for our kids to travel to and from the Center (via driver services, MARTA).

youthSpark will also use $6,000 for operational costs for staff education, training, and meetings, client-related staff travel, office supplies, printing, and postage. In addition, it will include operational costs for technology platforms. Of our operational expenses of $6,000, we would include $1,000 for these technologies. In addition, we will allocate $1,000 of our $6,000 for operational expenses towards our sanctuary training certification. The Sanctuary Model has been implemented throughout the country and has also been introduced to the Fulton County Juvenile Court. The Sanctuary Model is a blueprint for clinical and organizational change which, at its core, promotes safety and recovery from adversity through the active creation of a trauma-responsive community. A recognition that trauma is pervasive in the experience of human beings forms the basis for the Sanctuary Model's focus not only on the people who seek services, but equally on the people and systems who provide those services. The Sanctuary Model will help us provide trauma-responsive practices across all program operations using a process which will build internal capacity and increase sustainability of practice.

youthSpark will expend $2,000 for administrative support and management staff oversight.

These costs are reasonable per comparable, fair-market value costs for enabling and direct services, administration, and management. The budget is built on the resources required to achieve our program goals to serve 190 Fulton County youth and to train our community partners on proactive, supportive policies. The total Youth Services Center budget for 2023-2024 of $619,560 represents a per client cost of approximately $2,881.67 annually (for ALL clients served at 215 youth total). Fulton County CSP funds will support approximately $210.52 per youth for 190 youth.

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Program Performance Measures:

youthSpark, 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:

In 2024, we aim to serve 190 unduplicated Fulton County youth through our Youth Services Center. Our success continues to be defined by our ability to provide a safety net of evidence-based clinical and community-based direct victim services that ensure youth are: (1) improving their mental, emotional, and social health; (2) addressing factors that lead to court involvement, running away, and truancy; and, (3) modeling/demonstrating healthy communication, stress, and/or anger management techniques that will allow them to reduce their justice system involvement and reach their long-term goals.

Every child we serve through our Center comes to us at different points in the year, depending on the time of referral. They also require varying levels of support. For example, we might welcome a child into our Center who simply needs a few school supplies and a referral for self-sustaining services offered by one of the many partners

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we collaborate with every day. These cases are considered a "pass through," as they may only require minimal intervention (Tier 1). Most youth we serve require more extensive interventions.

Tier 2 cases have had several contacts with the Center over the course of a 12-month period, as well as contact with other corroborating parties such as the probation department, law enforcement, or other court personnel. These clients have presenting problems that will require further supportive interventions and resources to stabilize them. This tier level may also be assigned to a youth who has shown progress after interventions at a higher tier level and is moved to our alumni group or is being connected to other programs, but is still receiving regular support from a case manager to ensure transitions happen smoothly.

Clients assigned Tier 3 have presented with significant need (e.g., require individual or group mental health intervention due to a traumatic event, experiencing educational disconnection and permanency issues). Clients in this tier may be candidates to participate in our youth groups, Connection, Voices, and Expressions.

Tier 4 clients are those who meet the criteria for Tier 3, but are in an acute crisis that requires immediate crisis management.

youthSpark's overall goal is to make sure no child experiences further trauma, abuse, or exploitation. The following are our Youth Services Center goals and what success looks like:

1. **"Serve 215 youth (190 unduplicated Fulton County residents) in FY 2024 across the abuse continuum." What success looks like:**
    1. **Annual review of intake form completed. Updates completed as needed.**
    2. **At least 150 (70%) youth who require more extensive services are assigned to a program specific case manager and assigned an individual service plan (tier 2-4)**
    3. **At least 50 youth and their families indirectly served during the fiscal year through the Court's National Adoption Day Event, etc.)**
    4. **100% of youth coming into the Center are screened and served by a team member and entered into our database system**
    5. **100% of youth identified as facing system barriers are provided emergency assistance as needed and case management support to identify solutions (examples include: emergency grocery order and support connecting to EBT programs, funds to restore power and support in connecting to a payment plan, hygiene products, transportation support and clothing needs)**

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2. **"Provide tools and support to equip youth in overcoming trauma, abuse, or exploitation." What success looks like:**
    1. **100% of referrals are reviewed our clinical director and entered into our database system**
    2. **100% of Tier 2-4 cases have a case manager or client support specialist**
    3. **Assessments completed on every Tier 2-4 case**
    4. **100% of Tier 2-4 cases have IAPs; progress towards IAPs**
    5. **100% of Tier 2-4 cases receive tier-specific victim services**
    6. **Progress in psychological social needs support as measured through BSI score**
    7. **100% of youth who need to be in group are enrolled in a group program**
    8. **85% of those youth make progress on their Individual Development Plans, stabilize, and show improvements in psychological distress as measured as intentional contact with their individual case manager to address their identified service needs**
    9. **75% of youth in group programs demonstrate/model healthy ways to (1) strengthen positive peer/adult relationships; (2) understand/express their thoughts and feelings; (3) develop/express positive body images; and, (4) navigate difficult social situations**
    10. **100% of youth participating in summer group programs strengthen career/education skills and knowledge, are exposed to potential career pathways, and develop strategies to strengthen academic outcomes**

3. **"Create systemic change in juvenile justice and child welfare systems." What success looks like:**
    1. **Have coordinated MDT meetings with court partners scheduled regularly**
    2. **Provide recommendations and advocacy for our youth to the appropriate court personnel**
    3. **SOGIE data collected for 100% of Fulton County Juvenile Court youth**
    4. **Court personnel understand how to connect youth with specialized service at the initial point of system involvement**

Our three special weekly support groups in the Youth Services Center that kids can be assigned to, if appropriate, are Voices for youth vulnerable to exploitation, Connections for youth experiencing in-home or community

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violence, and Expressions for LGBTQ+ youth. This programming has been designed to be collaborative and victim-centered, and as result, each group has their own specific overall impact goals and objectives that have been tailored to the needs of its participants. These are:

I. Voices Impact Goal: No youth ever becomes a victim of sex trafficking, whether as a child or as an adult.

Objective 1: To enhance safety and stability by resolving immediate victimization needs and providing personal advocacy and therapy

Objective 2: To decrease/eliminate the likelihood they will experience further abuse and/or exploitation

Objective 3: To achieve more positive youth development outcomes by reducing/eliminating at-risk behaviors such recidivism, involvement in the court, runaway attempts, and truancy; and increasing school attendance and positive communication with adults

Objective 4: To become positive peer influences and advocates by learning communication, conflict resolution, leadership, and decision-making skills

II. Connections Impact Goal: Every youth is able to recognize, discover, and find alternative ways to ease, express, resolve internal/in-home conflict and feelings of anger resulting in home stabilization.

Objective 1: To provide necessary prevention and intervention services and external referrals for youth experiencing in-home conflict

Objective 2: To enhance safety and stability by resolving immediate victimization needs and providing personal advocacy and therapy

Objective 3: To decrease/eliminate the likelihood they will experience further abuse and/or exploitation

Objective 4: To achieve more positive youth development outcomes by reducing/eliminating at-risk behaviors such recidivism, involvement in the court, runaway attempts, and truancy; and increasing school attendance and positive communication with adults

Objective 5: To provide increased knowledge of conflict resolution tools, practicing anger management skills to become more constructive through daily routines, cope with feelings of anger, and establish suitable expressions of anger

Objective 6: To become positive peer influences and advocates by learning communication, conflict resolution, leadership, and decision-making skills

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III. Expressions Impact Goal: Every LGBTQ+ youth is ensured basic equal rights, can be open, honest, safe, and feel free to express their gender at home, school, work, and in the community.

Objective 1: To enhance safety and stability by resolving immediate victimization needs and providing personal advocacy and therapy

Objective 2: To decrease/eliminate the likelihood they will experience further abuse and/or exploitation

Objective 3: To develop self-identity and social support to disclose and alleviate in-home conflicts, bullying, or abuse/neglect

Objective 4: To decrease in-home conflicts, bullying, or abuse/neglect by exploring expressions of gender that feel genuine

Objective 5: To provide increased knowledge to family members on LGBTQ+ issues and explore new understandings of the LGBTQ+ youth to alleviate in-home conflicts, bullying, or abuse/neglect

Objective 6: To become positive peer influences and advocates by learning communication, conflict resolution, leadership, and decision-making skills.

We seek to achieve these program-specific objectives by providing case management, services, group sessions, and referrals tailored to each population group throughout the year. youthSpark also offers field trips for recreation, guest speakers, and extracurriculars to all participants. Lastly, youthSpark celebrates our clients' accomplishments by holding regular events and a Recognition Ceremony at the end of each cohort.

MAJOR MILESTONES TO BE ACHIEVED WITH A SUPPORTING SCHEDULE: Since our work is ongoing and services are tailored to each individual, youthSpark measures progress using information from our team and data collected using our electronic data management system, TraxSolutions. The assigned case manager works with each youth and their assigned multi-disciplinary team (family, court, school liaison, partner service providers, etc.) to monitor their progress towards achieving case plan goals. Each quarter, we aim to serve approximately 48 youth to meet our goal to serve 190 Fulton County youth annually.

youthSpark measures program-level milestones using quarterly benchmarks that align with our fiscal year. EACH QUARTER IN 2024 OUR SCHEDULE INCLUDES:

--48 unduplicated Fulton County youth across the abuse continuum coming into the Center are screened to determine appropriate tier level (measured by number of referrals and intakes).

--100% of youth coming into the Center are screened and served to determine appropriate tier level of support

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--Enroll 75% Tier 2-4 youth with tier-specific case management which will improve their mental, emotional, and social health by addressing the factors that lead to court involvement, runaway attempts, and truancy as measured by BSI pre- and post-tests.

--90% of participants complete an individual action plan

--100% of youth who need to be in group are enrolled in a group program

--85% of those youth make progress on their Individual Development Plans, stabilize, and show improvements in psychological distress as measured as intentional contact with their individual case manager to address their identified service needs

--75% of youth in group programs demonstrate/model healthy ways to (1) strengthen positive peer/adult relationships; (2) understand/express their thoughts and feelings; (3) develop/express positive body images; and, (4) navigate difficult social situations

--100% of youth participating in summer group programs strengthen career/education skills and knowledge, are exposed to potential career pathways, and develop strategies to strengthen academic outcomes

Additional milestones for our Center, overall, include youth participation in our annual summer program activities to learn new skills and explore and our annual Youth Recognition Ceremony which takes place each year in December.

DATA COLLECTION TOOL(S)/ SOURCE(S) USED TO REPORT PROGRESS ON PERFORMANCE MEASURES: Our Case Managers track client progress using the TraxSolutions database, which staff use to collect and store data and measure individual progress towards achieving case plan goals. We use validated pre- and post-tests that measure client outcomes by each domain, and a monthly client satisfaction survey. Other measurement tools include attendance logs, intake and case plans, satisfaction surveys, and observation reports.

COUNTY- AND AGENCY- DEFINED PERFORMANCE MEASURES: youthSpark will collect and report data on Children & Youth Services county-defined performance measures (Number of youth 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.):

175 of 190 youth served= Number of youth 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.) through their contact with the Youth Services Center.

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This will help us achieve Fulton County's goals to (1) create safe environments through prevention of youth violence and/or delinquent behaviors by targeting youth who are at enhanced risk for violence/delinquent behaviors; (2) change the life-trajectory for those youth who have already demonstrated violent or serious delinquent behaviors by providing comprehensive, multi-component, tertiary interventions addressing a constellation of risk factors; (3) create a positive family support to foster a sense of belonging and trust; and, (4) address mental health, depression, stress, trauma, and anxiety among teens which may be due to adverse events associated with COVID, community violence, racism.

Agency Defined Performance Measure(s):

Our agency performance measures for the Youth Services Center that we will report on include:

--190 Fulton County youth are screened across the abuse continuum coming into the Center to determine appropriate tier level (measured by number of referrals and intakes).

--100% of youth coming into the Center are screened and served to determine appropriate tier level of support

--Enroll 75% Tier 2-4 youth with tier-specific case management which will improve their mental, emotional, and social health by addressing the factors that lead to court involvement, runaway attempts, and truancy as measured by BSI pre- and post-tests.

--90% of participants complete an individual action plan

--100% of youth who need to be in group are enrolled in a group program

--85% of those youth make progress on their Individual Development Plans, stabilize, and show improvements in psychological distress as measured as intentional contact with their individual case manager to address their identified service needs

--75% of youth in group programs demonstrate/model healthy ways to (1) strengthen positive peer/adult relationships; (2) understand/express their thoughts and feelings; (3) develop/express positive body images; and, (4) navigate difficult social situations

--100% of youth participating in summer group programs strengthen career/education skills and knowledge, are exposed to potential career pathways, and develop strategies to strengthen academic outcomes

ADDITIONAL REQUIREMENTS

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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.

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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.**

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(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

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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:

youthSpark, Inc.
395 Pryor Street Suite 2117
Atlanta, Georgia 30312

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.

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(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

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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

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(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 **youthSpark, 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,

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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.

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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.

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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.

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STATE OF GEORGIA

COUNTY OF FULTON

FORM F: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services[1] under a contract with **[insert name of prime contractor (Agency)]** youthSpark, 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.

JSWA0520
EEV/Basic Pilot Program* User Identification Number

youthSpark, Inc.
Name of Contractor (Agency)

Jennifer Swain
BY: Authorized Signature of Officer or Agent of Contractor

Executive Director
Title of Authorized Officer or Agent of Contractor of Contractor

Jennifer Swain
Printed Name of Authorized Officer or Agent of Contractor

Sworn to and subscribed before me this 13 day of February, 2024.

Notary Public: Septima Riley

County: Newton

Commission Expires: 10/26/2027

SEPTIMA RILEY
My Commission Expires
NOTARY PUBLIC
10/26/2027
NEWTON COUNTY, GEORGIA

[1]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.

[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].

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STATE OF GEORGIA

COUNTY OF FULTON

FORM G: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT

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

JSWA0520
EEV/Basic Pilot Program* User Identification Number of Subcontractor

Jennifer Swain/youthSpark, Inc.
Name of Subcontractor (Individual/Agency)

Jennifer Swain
BY: Authorized Signature Officer or Agent of Subcontractor

Executive Director
Title of Authorized Officer or Agent of Subcontractor

Jennifer Swain
Printed Name of Authorized Officer or Agent of Subcontractor

Sworn to and subscribed before me this 13th day of February, 2024.

Notary Public: Septima Riley

County: Newton

Commission Expires: 10/26/2027

SEPTIMA RILEY
My Commission Expires
NOTARY PUBLIC
10/26/2027
NEWTON COUNTY, GEORGIA

[3]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.

[4]*[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].

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ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/20/2024

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	CONTACT NAME: Judith Davis, CISR, CPSR	
Hamby & Aloisio Inc. 53 Perimeter Center East #400 Atlanta GA 30346	PHONE (A/C, No, Ext): (770) 551-3270	FAX (A/C, No): (770) 551-3289
	E-MAIL ADDRESS: judith@hains.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Alliance of Nonprofits for Ins.	10023
INSURER B : National Liability & Fire Ins.	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Youthspark, Inc.
395 Pryor St. SW, Ste. 2117
Suite 2117
Atlanta GA 30312

COVERAGES **CERTIFICATE NUMBER:** 2023-2024 **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	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			2024-54267	02/01/2024	02/01/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 500,000 $ 20,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			2024-54267	02/01/2024	02/01/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	[X] UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 0			2024-54267-UMB	02/01/2024	02/01/2025	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC-2023-78957-00	12/31/2023	12/31/2024	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1.000.000
A	Professional Liability Improper Sexual Conduct			2024-54267	02/01/2024	02/01/2025	Limit Limit	$1MIL/$2MIL $500K/$500K

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

CERTIFICATE HOLDER

Fulton County Dept of Community Development Office of
Grants & Community
137 Peachtree St SW
Atlanta GA 30303

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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

OWNER:

FULTON COUNTY, GEORGIA

DocuSigned by:
Robert L. Pitts
BA715B1A26544E7...

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST:

DocuSigned by:
Tonya R. Grier
EEC476C4837648D...

Tonya R. Grier
Clerk to the Commission

(Affix County Seal)

DocuSigned by:

CONTRACTOR:

VENDOR NAME **youthSpark, Inc.**

DocuSigned by: Name of Signatory: Jennifer Swain
Title of Signatory: Executive Director
12A42E55B0D84B8...

Authorized Signature

ATTEST:

DocuSigned by: Name of 2nd Signatory: **Tiffiny Robinson**
Title of 2nd Signatory: **Co-Chair, youthSpark**
CC39220BC1014D0...

Second Authorized Signature

(Affix Corporate Seal, if applicable)

APPROVED AS TO FORM:

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

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FULTON COUNTY

CONTRACT DOCUMENTS

FOR

REQUEST FOR PROPOSAL 24RFP013124C-MH

2024 CONSOLIDATED COMMUNITY SERVICES PROGRAM

FOR

DEPARTMENT OF COMMUNITY DEVELOPMENT

OF

FULTON COUNTY, GEORGIA

DocuSign Envelope ID: C2493D36-1A29-46C3-90B0-B83E742EAF2B

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 **Antioch Urban Ministries 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:

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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

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ARTICLE I - PARTIES AND TERM:

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

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

(c) Nothing contained in this Agreement shall be 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: Homelessness

CCSP Funding Priority(ies):

Children and Youth: Not Applicable

Disabilities: Not Applicable

Economic Stability: Not Applicable

Health and Wellness: Not Applicable

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Homelessness: Emergency Financial Assistance supported by case management and other supportive services...,Homeless Prevention and awareness strategies/programs including those related to mental health/substance use...,Transitional housing bridge housing options for homeless population affected by mental health...

Senior Services: Not Applicable

Veterans Services: Not Applicable

Antioch Urban Ministries Inc. , AUMI Recovery 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
AUMI Recovery Housing Program	369 McDaniel St. SW	Atlanta	GA	30313	4	1,2,3,4,5,6
AUMI Recovery Program	466 Northside Dr. NW	Atlanta	GA	30318	4	1,2,3,4,5,6

Approach and Design:

Antioch Urban Ministries Inc. , AUMI Recovery Program will provide services to **20** clients that reside in Fulton County, with CCSP funding.

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Antioch Urban Ministries Inc. , will provide the following activities and services in Fulton County with CCSP funding:

1. Identifies specific activities and services that will be provided to support one or more CSP funding priorities.

During this funding cycle, the CSP funding priorities we will provide are Transitional housing bridge housing options for homeless persons affected by mental health and substance use disorder, emergency financial assistance supported by case management, and other supportive services as well as homeless prevention and awareness strategy programs affected by mental health and substance use disorder we will also assist our clients with rapid rehousing for non-chronic single male households.

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

The client will be allowed to participate in the program of recovery from either chronic or non-chronic homelessness/households or substance abuse disorder for up to one year. Upon completion of the program, the client will receive assistance with his placement in permanent housing. The client will have access to food/clothing through the Food/clothing bank both during and after completion of his program, Other needs will be identified during the client intake and assessment process. Access to permanent housing solutions will be provided to each client as well as supportive services to engage in their transition from the recovery program to long-term/permanent housing.

3. The proposal addresses four CSP funding priorities as identified by the primary service category selected.

We will address Rapid Re-Housing. These activities are designed to move homeless people quickly to permanent housing through housing relocation and stabilization services and short- and/or medium-term rental assistance.
Homeless Prevention and awareness strategies/programs including those related to mental health and/or substance-use disorders. These activities are designed to prevent an individual or family from moving into an emergency shelter or living in a public or private place not meant for human habitation.
Permanent supportive housing options for individuals/households who are chronically homeless (based on HUD's definition of chronic homelessness).
Transitional housing/bridge housing options for homeless population affected by mental health and/or substance-use disorders, and/or households fleeing domestic violence.

5. It provides more than seven instances of community collaborative relationships to assist the organization in addressing the need.

We currently have relationships with Atlanta Community Food Bank, The City of Atlanta Public Defenders Office, the Department of Community Supervision, the Georgia Board of Pardons and Parole, Villages of Castleberry Hill, Antioch Baptist Church North, Antioch Urban Ministries Inc. Food/Clothing Bank, Westside Works, Westside Future Fund, Morehouse School of Medicine Social Determinants 2023-2024 Program (First Year Medical Students providing

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community service in the area of development and implementation of strategies to improve the overall of the constituents of the English Ave community), Echoe Street West and Choose Health Life – MLK Innovation Center Initiative

Designation of CSP Funds:

Based on the awarded amount of **$30,000.00,** 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.

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Cost Category	Designation of CCSP Funding Award
Administrative (5% Admin max of funds awarded.)	$1,500.00
Operational	$2,100.00
Direct Services	$26,400.00
Total	$30,000.00

Explanation of Funding Details:

Administrative $1,500 (5%)

Operational – $2100.00 ($500 – Office Supplies, Toner, Lease expenses $133.333 per month = $1600)

Direct Cost – $26,400.00 (Rental Assistance for 2 clients per month @ $891.666 per client = $1783.332 per month x 12= $21,400.00, $5000 for Manager)

Total proposed budget $30,000.00

Program Performance Measures:

Antioch Urban Ministries Inc. agrees to track and report program performance to the Fulton County Department of Community Development.

County Defined Performance Measure(s):

Children and Youth: Not Applicable

Disabilities: Not Applicable

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Economic Stability: Not Applicable

Health and Wellness: Not Applicable

Homelessness: Number of community engagements to increase community awareness/prevention,Number of individuals assisted through rapid re-housing,Number of individuals placed in Permanent Supportive Housing,Number of individuals placed in Transitional Housing,Number of individuals receiving emergency financial assistance,Number of potential instances of homelessness prevented

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:

Number of potential instances homelessness was prevented – 20

Number of individuals placed in transitional housing – 20

Number of individuals placed in permanent supportive services housing – 6

Number of community engagements to increase community awareness and prevention – 3 This will be done through two community health fairs and 1 recovery walk during the 3rd quarter of 2024

Number of individuals receiving emergency financial assistance via housing within the recovery program – 20

Number of individuals receiving rapid re-housing 4

Agency Defined Performance Measure(s):

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1. It provides a clear explanation of the methods to be used and the specific goals to be obtained.

Abstinence for 20 clients, will be achieved through classes, meetings, and therapy sessions on a weekly basis. Weekly review of pending intake and application to determine the number of applicants for the program. Obtain employment, complete core curriculum, adherence to rules and regulations, and increase opportunity for self-sufficiency.

2. Describes the major milestones to be achieved with a supporting schedule

20 Clients will have maintained their sobriety by December 31, 2024, or the completion of the program whichever comes first. Placement of 5 clients per quarter into our Transitional Housing Program to achieve a total of 20 clients by December 31, 2024

By the end of each quarter, 2 clients will obtain employment which will increase their self-sufficiency

3. Identifies the specific data collection tools /sources/used to report progress on performance measures

Surveys will be used to determine the success of the overall program

Number of clients who have completed the program using qualitative analysis and measurements

Number of men reunited with family by using a questionnaire

Number of referral sources from outside agencies that assisted in placement for clients who have completed the program

Tools that provide extended healthcare which would include physical and mental health

Class attendance forms for all groups, meetings, and therapy sessions as well as a quantitative tool to review the successfulness of the program and the clients

A copy of the certificate of completion for each core curriculum will be placed in the client's file.

4. Vendor selects one County defined performance measure to report on during the contract period, as identified by the primary service category selected

Number of potential instances of homelessness prevented = 20

5. The vendor provides three agency-defined performance measures to report on during the contract period.

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Number of community engagements to increase community awareness and prevention – 3 This will be done through two community health fairs and 1 recovery walk during the 3rd quarters of 2024

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."**

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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).

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

ARTICLE III - COMPENSATION FOR SERVICES

(a) Fulton County agrees to pay Contractor a maximum sum of **$30,000.00.**

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

(c) If through any cause, Contractor shall fail to fulfill its obligation under this Agreement in a timely and proper fashion or in the event that any of the provision or stipulations of this Agreement are violated by Contractor, Fulton County shall thereupon have the right to immediately suspend or terminate this Agreement by serving written notice as defined herein upon Contractor of Fulton County's intent to suspend or terminate this Agreement. If the Agreement is terminated pursuant to this paragraph, Contractor shall be exclusively limited to receiving only the compensation for work performed in a manner satisfactory to Fulton County up to and including the date of the written termination notice.

(d) The Contractor agrees and understands that all expenditures must be consistent with the scope and purpose of this Agreement, and expenditures must be consistent with the guidelines and definitions established in **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.

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(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

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To Contractor:

Antioch Urban Ministries Inc.
466 Northside Dr. N. W.
Atlanta, Georgia 30318

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

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

ARTICLE V - INDEMNIFICATION

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

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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.

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(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 **Antioch Urban Ministries 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

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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.

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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

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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.

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STATE OF GEORGIA

COUNTY OF FULTON

FORM F: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services[1] under a contract with **[insert name of prime contractor (Agency)]** Antioch Urban Ministries 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.

190152
EEV/Basic Pilot Program* User Identification Number

Antioch Urban Ministries Inc.
Name of Contractor (Agency)

BY: Authorized Signature of Officer or Agent of Contractor

Human Resources Coor.
Title of Authorized Officer or Agent of Contractor of Contractor

Benny Williams
Printed Name of Authorized Officer or Agent of Contractor

Sworn to and subscribed before me this 26TH day of FEBRUARY, 2024.

Notary Public:

County: FULTON

Commission Expires: MARCH 3, 2024

R LEANDRAS JONES II NOTARY PUBLIC FULTON COUNTY, GEORGIA MY COMMISSION EXPIRES MARCH 03, 2024

[1]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.

[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].

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STATE OF GEORGIA

COUNTY OF FULTON

FORM G: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT

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

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

_____
Name of Subcontractor (Individual/Agency)

_____
BY: Authorized Signature Officer or Agent of Subcontractor

_____
Title of Authorized Officer or Agent of Subcontractor

_____
Printed Name of Authorized Officer or Agent of Subcontractor

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

Notary Public: _____

County: _____

Commission Expires: _____

[3]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.

[4]*[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].

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Client#: 1545877 ANTIOBAP6

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/10/2024

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Caroline Tomczak	
USI Insurance Services, LLC 1 Concourse Pkwy NE Suite 700 Atlanta, GA 30328	PHONE (A/C, No, Ext): 404 923-3700	FAX (A/C, No):
	E-MAIL ADDRESS: caroline.tomczak@usi.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : GuideOne Insurance Company	15032
INSURED Antioch Urban Ministries, Inc. 540 Cameron M. Alexander Blvd NW Atlanta, GA 30318	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			010032726	06/01/2024	06/01/2025	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
							MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$3,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$3,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			010032727	06/01/2024	06/01/2025	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			010033591	06/01/2024	06/01/2025	EACH OCCURRENCE	$1,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$1,000,000
	DED X RETENTION $2500							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: Y (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		010032728	06/01/2024	06/01/2025	X PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	$1,000,000
							E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000

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

CERTIFICATE HOLDER

FULTON COUNTY GOVERNMENT
141 PRYOR STREET SW
Atlanta, GA 30303

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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

OWNER:

FULTON COUNTY, GEORGIA

DocuSigned by:
Robert L. Pitts
BA715B1A26544E7...

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST:

DocuSigned by:
Tonya R. Grier
EEC476C4837648D...

Tonya R. Grier
Clerk to the Commission

(Affix County Seal)

DocuSigned by:

CONTRACTOR:

VENDOR NAME **Antioch Urban Ministries, Inc.**

DocuSigned by: Name of Signatory: Edward C. London
Edward London
811178253CE5471...
Title of Signatory: Vice-Chairman, AUMI

Authorized Signature

ATTEST:

DocuSigned by: Name of 2nd Signatory: **Terry Hightower**
TERRY HIGHTOWER
9E4DD3FC5A1846D...
Title of 2nd Signatory: **Executive Director**

Second Authorized Signature

(Affix Corporate Seal, if applicable)

APPROVED AS TO FORM:

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

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FULTON COUNTY

CONTRACT DOCUMENTS

FOR

REQUEST FOR PROPOSAL 24RFP013124C-MH

2024 CONSOLIDATED COMMUNITY SERVICES PROGRAM

FOR

DEPARTMENT OF COMMUNITY DEVELOPMENT

OF

FULTON COUNTY, GEORGIA

DocuSign Envelope ID: 55109555-6784-4EBF-AE1F-79D44036D767

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 **House of Cherith, 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:

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INDEX OF ARTICLES

ARTICLE 1. PARTIES AND TERM

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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

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ARTICLE I - PARTIES AND TERM:

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

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

(c) Nothing contained in this Agreement shall be 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: Homelessness

CCSP Funding Priority(ies):

Children and Youth: Not Applicable

Disabilities: Not Applicable

Economic Stability: Not Applicable

Health and Wellness: Not Applicable

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Homelessness: Permanent supportive housing options for individuals households who are chronically homeless...,Rapid Re-Housing These activities are designed to move homeless people quickly to permanent housing...,Transitional housing bridge housing options for homeless population affected by mental health...

Senior Services: Not Applicable

Veterans Services: Not Applicable

House of Cherith, Inc., Residential Recovery Services for Survivors of Trafficking and Exploitation 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
House of Cherith	1300 Joseph E. Boone Blvd NW	Atlanta	GA	30314	6	1,2,3,4,5,6

Approach and Design:

House of Cherith, Inc., Residential Recovery Services for Survivors of Trafficking and Exploitation will provide services to **50** clients that reside in Fulton County, with CCSP funding.

House of Cherith, Inc., will provide the following activities and services in Fulton County with CCSP funding:

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House of Cherith will provide proven interventions in survivor services focused on positively impacting the Fulton County CCSP Homelessness Funding Priority while also supporting other CCSP funding priority areas of Health and Wellness, Economic Stability, and Disabilities through its conceptualized continuum of care that collectively addresses safety, stability, and reintegration for survivors. Key activities include:

Safe Supportive Housing (Emergency, Long-Term/Transitional): HOC gives each family unit a secure, dignified room of its own with communal dining and living areas. HOC maintains a range of housing options to address the full continuum of care:

- Safe House (12 rooms), providing food, clothing, and emergency safe housing for adult female survivors.
- HOC 1 & 2 (26 rooms), providing long-term safe housing with the comprehensive support needed for adult survivors to become healthy emotionally and physically, maintain sobriety, and work toward more independent living.
- Family Care (rooms for 3 mothers with their children), offering the same services as HOC's other programs along with childcare and family counseling and a way for mothers to remain with their children while they both recover.

When survivors are ready to graduate, HOC works with each to place them in safe, stable housing where they can maintain their health as they reintegrate into society.

Case Management & Service Planning: HOC Case Managers work closely with each survivor to assess service needs, provide information about their rights to services, and establish an individual service plan. Case managers identify and make referrals for services, coordinate services, advocate on behalf of survivors, and provide emotional and moral support. Case management also works with residents to access eligible benefits.

Mental Health Care: A key component of HOC programming is the presence of full-time clinicians to ensure residents receive ongoing services to address mental, physical, and emotional health. HOC focuses on gifts and strengths assessments to empower each survivor and incorporates curricular elements focused on addiction and substance abuse, sexual recovery, suicide prevention, and trauma recovery. Residents receive weekly individual and group counseling as well as substance abuse sessions. HOC also offers options such as art therapy, equine therapy, yoga therapy, music therapy, and play therapy on a rotating basis. In addition to focusing on safety and healing relationships, programming helps each resident to regulate her emotions and to combat stigma as she learns to see herself as a survivor rather than a victim.

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Comprehensive Support Services: Comprehensive services for all residents promote socialization, recovery, wellness, self-advocacy, development of a support system, and maintenance of community living skills.

- Nutrition & Meals. HOC provides three meals a day. Residents learn about nutrition and assist with meal preparation and clean up as they develop skills for independent living.
- Clothing & Hygiene. HOC not only meets residents' immediate needs for clothing and personal supplies but also offers an onsite boutique and salon for survivors to practice decision-making and reflect their new identity as a survivor rather than victim.
- Life Skills Training. HOC programming incorporates basic life skills such as cooking, health and wellness, personal hygiene, self-care, cleaning and laundry, and independent living skills. Programs also focus on soft skills such as healthy communication, boundaries, and cultivating positive relationships. Residents attend financial foundations classes and practice budgeting. Mothers attend special parenting classes.
- Medical Care. HOC maintains close partnerships with medical and dental providers to ensure residents receive annual exams, vaccinations, and routine medical, dental, and vision services. Staff help schedule and accompany residents to appointments.
- Fitness. HOC offers regular fitness opportunities to promote overall health.
- Transportation & Financial Assistance. HOC provides transportation and financial assistance for residents to access services and employment opportunities on their path to independence.

House of Cherith prioritizes survivors' needs and well-being, empowering each resident to view herself from a position of strength as a survivor rather than a victim, adhering to the strictest confidentiality procedures, and creating safety plans. HOC has received Gold Certification from the Safe House Project indicating the provision of the highest-quality programming. HOC's residential recovery programming addresses the following "Health and Human Services" Strategic Objectives and KPIs within the Health & Human Services priority area:

1. Prevent illness by engaging in healthier behaviors. Upon arrival, all residents have access to regular health care and mental health care, including substance abuse treatment, through HOC's strong partnerships. This increases the percentage of residents engaged in substance abuse treatment.

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2. Prevent health disparities. All HOC residents have access to regular meals three times a day to reduce the percentage of residents who experience food insecurity. HOC also employs dedicated behavioral health specialists, increasing the number of people who receive services.
3. Support the vulnerable. HOC residents receive residential recovery services that help increase the number of people who gain permanent supportive housing with ongoing access to the services they need to increase self-sufficiency.

These interventions address three Fulton County CCSP funding priorities in the primary service category of Homelessness.

1. Permanent supportive housing options for the chronically homeless. When victims do not receive the specialized services needed to overcome their history of abuse, they can spiral into a lifetime of homelessness. HOC ensures they receive case management, health care, mental health care and counseling, substance abuse treatment, and career and life skills training to help them obtain more permanent housing where they can maintain their self-sufficiency.
2. Transitional housing options for homeless population affected by mental health, substance use disorders, and violence. Women who have been trafficked must quickly find safe, supportive housing to manage the trauma, substance use, and mental health disorders they battle. HOC partners throughout the Metro Atlanta area to ensure each survivor finds suitable housing where she can reclaim her life. HOC's long-term programming ensures women have access to safe, supportive housing throughout their healing journey.
3. Rapid rehousing. HOC provides a continuum of care from emergency to transitional to permanent housing for survivors of trafficking. HOC works with the Continuum of Care and Coordinated Entry process to follow guidelines for victims that minimize frustration and maximize the use of resources so that homelessness for victims is rare, brief, and nonrecurring. Women who enter Safe House are connected with resources to rehouse them within 30-45 days.

In HOC's efforts to fill in the gaps of services in the anti-trafficking movement to best prevent trafficking, reach overlooked populations, and serve trafficked survivors, HOC collaborates with dozens of partners across sectors throughout the region in the fight for freedom from exploitation.

- Law enforcement partners that send clients to HOC and that HOC calls for help or resources include Atlanta City Detention Center, City of Atlanta's Office of the Public

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Defender, Community Court, Fulton County District Attorney, Fulton County Annex, Fulton County Adult Supervision, the Georgia Public Defender, and the Georgia Bureau of Investigation. Council. These relationships help agencies on both sides implement structures and solutions to connect more survivors with the support they need to break free from those who seek to exploit them, avoid traumatization, and reclaim hope.

- Wilbanks Child Endangerment and Sexual Exploitation (CEASE) Clinic, Atlanta Legal Aid, and the Atlanta Volunteer Lawyers Foundation help survivors access the legal assistance they need to manage their cases.
- HOC gets more than 100 referrals from Frontline Response each year and also partners with Wellspring Living, Gigi's House, and other survivor-serving programs. These established relationships help more survivors access residential programs that best support their needs.
- HOC is a key partner of MOST (Men Opposing Sex Trafficking), providing essential training for its members on how to identify when trafficking is taking place and what they can do about it.
- City of Refuge (COR) helped launch HOC ten years ago, and the two organizations continue to collaborate closely to serve the most marginalized. COR assists with meals, utilities, security, and access to tuition-free school and workforce development services that can increase self-sufficiency and promote reintegration into society. HOC provides training and trauma-informed support for COR housing program staff to identify and support survivors.
- Mercy Care, Recovery Consultants of Atlanta, the Georgia Department of Public Health, Grady Health Systems, Narcotics Anonymous, Penfield, Willowbrook Psychiatric Center, and Ridgeview Institute help ensure residents receive critical medical, dental, and mental health services.
- Free fab'rik provides an onsite clothing boutique while Back to You Salon and Van Michael Salon offer a safe place for each resident to feel loved and valued as she begins to reflect her new identity as a survivor rather than a victim.
- House of Cherith is a member of the Georgia Statewide Human Trafficking Task Force and an active participant in the Georgians for Refuge, Action, Compassion, and Education Commission (GRACE Commission) to combat human trafficking and seek justice for survivors.

All these established relationships keep HOC and its numerous collaborators and partners well-informed of the landscape in serving survivors, helping them best work together to address the

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holistic needs of survivors of human trafficking. Together, we empower more survivors to reclaim, renew, and rekindle their hopes for a successful future free of exploitation.

Designation of CSP Funds:

Based on the awarded amount of **$42,000.00,** 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.

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Cost Category	Designation of CCSP Funding Award
Administrative (5% Admin max of funds awarded.)	$2,100.00
Operational	$0.00
Direct Services	$39,900.00
Total	$42,000.00

Explanation of Funding Details:

Administration: funding will help pay for administrative staff time to provide reporting data and manage Fulton County CCSP grant requirements accurately and in a timely manner.

Direct Services: funding will pay for salaries for direct service staff to ensure all residents' safety and well-being while helping provide the support and life skills training survivors need to live a self-sufficient life of hope.

Operations: N/A House of Cherith has not allocated operational funding.

Program Performance Measures:

House of Cherith, Inc. agrees to track and report program performance to the Fulton County Department of Community Development.

County Defined Performance Measure(s):

Children and Youth: Not Applicable

Disabilities: Not Applicable

Economic Stability: Not Applicable

Health and Wellness: Not Applicable

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Homelessness: Number of individuals placed in Permanent Supportive Housing,Number of individuals placed in Transitional Housing,Number of individuals whose barriers to self-sufficiency are eliminated/ reduced; paths to self-sufficiency created...

Senior Services: Not Applicable

Veterans Services: Not Applicable

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

The overall goal is to provide a safe space for survivors to recover from the trauma of sexual exploitation that they have endured, recognize that they are valued and respected, and prepare to live a self-sufficient life of hope. While each journey is individual, the following offers a general timeline with goals and outcomes for each phase of the journey:

· Safe House

The primary goal of Safe House is to deliver safe emergency housing and support services where women can make clear, sober decisions about next steps. Key outcomes are that each resident will be discharged to HOC long-term or another long-term program:

o substance/alcohol-free

o emotionally stable

o within 30-45 days of intake.

· Long-Term & Transitional (HOC1 and HOC2 homes)

The primary goal is to deliver safe and sustainable transitional housing and support services where women are able to become healthy emotionally and physically, maintain sobriety, and secure employment as they recover from their trauma and prepare to live a self-sufficient lifestyle. Key outcomes are that 12 months after discharge, graduates

o are living independently in permanent housing

o feel safe in their new environment

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- o have access to reliable transportation
- o adults are employed and/or accessing benefits while children's behavior is generally school appropriate
- o have visited the dentist and doctor annually and are being treated for long-term mental health needs.

House of Cherith's evaluation tools are designed to help the organization monitor success based on the ability to guide each survivor on her journey to recovery and to course-correct as necessary. The first tool is the referral spreadsheet maintained by the intake team for the adult programs and the HSP for the minor program. This provides quantitative information on the number of intake inquiries and the sources of referrals handled.

HOC collects demographic and biographic information on the original application form for all survivors. This form will be used to collect age, race/ethnicity, gender, disabilities, homeless status, and veteran status. The organization then maintains a spreadsheet of client enrollment to include the date of entry, the number of survivors housed in emergency and long-term programming, when a client is referred to long-term care, and when clients are discharged or graduate from the program. This data collection aligns with Anti-Trafficking Information Management System and HIPAA requirements.The application form also includes trauma & substance abuse history, sexual abuse/trafficking/domestic violence history, safety needs, and triggers. The Case Management team then documents key metrics such as the number and types of advocacy, therapies, and referrals provided. Program staff are responsible for maintaining accurate data and compiling this information into regular reports. HOC uses the ClientTrack case management platform. All information is compiled into annual reporting to inform ongoing program planning and outcome targets.

County Defined Key Performance Measure 1: Number of individuals placed in Transitional Housing. It is expected that from January 1 to December 31, 2024, HOC will help at least 25 survivors access Transitional Housing.

County Defined Key Performance Measure 2: Number of individuals placed in Permanent Supportive Housing. It is expected that from January 1 to December 31, 2024, HOC will graduate at least 5 survivors into Permanent Supportive Housing.

County Defined Key Performance Measure 3: Number of individuals whose barriers to self-sufficiency are eliminated/ reduced; paths to self-sufficiency created. From January 1 to December

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31, 2024, it is expected that HOC will provide safe, dignified housing that helps reduce the barriers to self-sufficiency for at least 50 survivors of abuse, exploitation, and trafficking.

Agency Defined Performance Measure(s):

Agency Key Performance Measure 1: Number of intake inquirers assisted. From January 1 to December 31, 2024, it is expected that at least 250 intake inquiries will be handled.

Agency Key Performance Measure 2: Number of substance abuse meetings provided. From January 1 to December 31, 2024, HOC will provide at least 200 hours of substance abuse support for residential recovery residents.

Agency Key Performance Measure 3: Number of behavioral health/counseling services provided. From January 1 to December 31, 2024, it is expected that HOC will provide at least 500 counseling sessions to address mental health and trauma.

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.

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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

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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 **$42,000.00.**

(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.**

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(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.**

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(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:

House of Cherith, Inc.
1300 Joseph E. Boone Blvd NW
Atlanta, Georgia 30314

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.

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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.

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(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 **House of Cherith, 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,

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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.

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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.

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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

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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.

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STATE OF GEORGIA

COUNTY OF FULTON

FORM F: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services[1] under a contract with **[insert name of prime contractor (Agency)]** House of Cherith, 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.

1607533
EEV/Basic Pilot Program* User Identification Number

House of Cherith, Inc.
Name of Contractor (Agency)

Kelsi Franco
BY: Authorized Signature of Officer or Agent of Contractor

Executive Director
Title of Authorized Officer or Agent of Contractor of Contractor

Kelsi Franco
Printed Name of Authorized Officer or Agent of Contractor

MALIKA WASHINGTON NOTARY PUBLIC CLAYTON COUNTY, GA MY COMMISSION EXPIRES FEBRUARY 23 2025

Sworn to and subscribed before me this 12th day of February, 2024.

Notary Public: Malika Washington

County: Clayton

Commission Expires: February 23, 2025

[1]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.

[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]

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NOT APPLICABLE - House of Cherith is not using subcontractors for Fulton CCSP

STATE OF GEORGIA

COUNTY OF FULTON

N/A

FORM G: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT

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

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

_____
Name of Subcontractor (Individual/Agency)

_____
BY: Authorized Signature Officer or Agent of Subcontractor

_____
Title of Authorized Officer or Agent of Subcontractor

_____
Printed Name of Authorized Officer or Agent of Subcontractor

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

Notary Public: _____

County: _____

Commission Expires: _____

[3]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.

[4]*[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].

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/17/2024

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 Arthur J. Gallagher Risk Management Services, LLC 340 Jesse Jewell Parkway SE, Suite 535 Gainesville GA 30501	**CONTACT NAME:** Joann Presgraves **PHONE (A/C, No, Ext):** 770-533-7606 **FAX (A/C, No):** **E-MAIL ADDRESS:** Joann_Presgraves@ajg.com
INSURED HOUSOFC-05 House of Cherith, Inc. 1300 Joseph E Boone Blvd Atlanta GA 30314	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** James River Insurance Company 12203 **INSURER B :** Service American Indemnity Company 39152 **INSURER C :** ACE Fire Underwriters Insurance Company 20702 **INSURER D :** Kinsale Insurance Company 38920 **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 1664950323 **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	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			001474760	9/7/2023	9/7/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 50,000 $ $ 1,000,000 $ 3,000,000 $ included
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
D	**UMBRELLA LIAB** X OCCUR X **EXCESS LIAB** CLAIMS-MADE DED RETENTION $			01002625660	10/4/2023	9/7/2024	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		SATIS0334503	9/14/2023	9/14/2024	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
C A A	Directors & Officers Professional Liability Abuse or Sexual Misconduct			NFPGAF158974422004 001474760 001474760	7/24/2023 9/7/2023 9/7/2023	7/24/2024 9/7/2024 9/7/2024	Aggregate Aggregate aggregate	$2,000,000 $3,000,000 $300,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Fulton County Government is additional insured in regard to General Liability.

CERTIFICATE HOLDER

Fulton County Government
141 Pryor St SW
Atlanta GA 30303-3408

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/17/2024

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 Arthur J. Gallagher Risk Management Services, LLC 1050 Crown Pointe Parkway, Suite 600 Atlanta GA 30338	**CONTACT NAME:** Lindsey Pitts **PHONE (A/C, No, Ext):** 678-393-5299 **FAX (A/C, No):** 678-393-5220 **E-MAIL ADDRESS:**
INSURED CITYOFR-10 City of Refuge, Inc. House of Cherith, Inc. 1300 Joseph E Boone Boulevard NW Atlanta GA 30314	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Philadelphia Indemnity Insurance Company / 18058 **INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 726784291 **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	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
A	**AUTOMOBILE LIABILITY**			PHPK2595674	9/14/2023	9/14/2024	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ PER STATUTE ☐ OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ **(Mandatory in NH)**	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

CERTIFICATE HOLDER

Fulton County Government
141 Pryor Street NW
Atlanta GA 30303-3408

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Christopher R. Ward

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

OWNER:

FULTON COUNTY, GEORGIA

DocuSigned by:
Robert L. Pitts
BA715B1A26544E7...

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST:

DocuSigned by:
Tonya R. Grier
EEC476C4837648D...

Tonya R. Grier
Clerk to the Commission

DocuSigned by:

(Affix County Seal)

APPROVED AS TO FORM:

DocuSigned 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

CONTRACTOR:

VENDOR NAME **House of Cherith, Inc.**

DocuSigned by:
Ashley Bollwerk
D77AA48B34AC469...

Name of Signatory: Ashley Bollwerk
Title of Signatory: Grants Manager

Authorized Signature

ATTEST:

DocuSigned by:
Matthew McGee
1BC1539426EC49B...

Name of 2nd Signatory: **Matthew McGee**
Title of 2nd Signatory: **Development Director**

Second Authorized Signature

DocuSigned by:

(Affix Corporate Seal, if applicable)

Please select RM or 2ND RM from the checkbox

RM **X** **2ND RM**

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

DocuSign Envelope ID: CDB41DDA-7B3F-4721-92A5-E4224BC031DC

FULTON COUNTY

CONTRACT DOCUMENTS

FOR

REQUEST FOR PROPOSAL 24RFP013124C-MH

2024 CONSOLIDATED COMMUNITY SERVICES PROGRAM

FOR

DEPARTMENT OF COMMUNITY DEVELOPMENT

OF

FULTON COUNTY, GEORGIA

DocuSign Envelope ID: CDB41DDA-7B3F-4721-92A5-E4224BC031DC

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 **CaringWorks, 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:

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ARTICLE 13. PRECEDENCE OF AGREEMENT

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ARTICLE 16. GOVERNING LAW

ARTICLE 17. JURISDICTION

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ARTICLE I - PARTIES AND TERM:

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

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

(c) Nothing contained in this Agreement shall be 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: Homelessness

CCSP Funding Priority(ies):

Children and Youth: Not Applicable

Disabilities: Not Applicable

Economic Stability: Not Applicable

Health and Wellness: Not Applicable

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Homelessness: Homeless Prevention and awareness strategies/programs including those related to mental health/substance use...,Permanent supportive housing options for individuals households who are chronically homeless...,Transitional housing bridge housing options for homeless population affected by mental health...

Senior Services: Not Applicable

Veterans Services: Not Applicable

CaringWorks, Inc, CaringWorks Supportive Housing 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
Hope House	275 Washington St	Atlanta	GA	30303	4	4,5,6
Quest Enclave	630 Cameron Alexander Blvd NW	Atlanta	GA	30314	6	4,5,6
West Lake Courts	1691 West Lake Court	Atlanta	GA	30314	6	4,5,6
Park Vista Apartments	1940 Fisher Road	Atlanta	GA	30315	4	4,5,6
Shamrock Gardens	1988 Plaza Lane	Atlanta	GA	30311	6	4,5,6

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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
Park at Galloway	4031 7 Oaks Lane SW	East Point	GA	30344	5	4,5,6
Shannon Woods	6370 Shannon Parkway	Union City	GA	30291	5	4,5,6
Gardens At Camp Creek	4555 Washington Rd	Atlanta	GA	30349	5	4,5,6
Embarcadaro Club	2210 Sullivan Rd	College	Park	30337	5	4,5,6

Approach and Design:

CaringWorks, Inc, CaringWorks Supportive Housing will provide services to **100** clients that reside in Fulton County, with CCSP funding.

CaringWorks, Inc, will provide the following activities and services in Fulton County with CCSP funding:

12.1 Activities and Services: CaringWorks activities and services will address homelessness by providing all clients in our programs with housing that is appropriate to their needs and desires. The choices include either permanent supportive housing (long-term) or transitional housing (up to two years) in the Hope House Residential Addiction Recovery program. In addition, clients are offered intensive case management services, access to mainstream benefits, employment assistance, food, clothing, medical assessment, life-skills support, mental healthcare, substance abuse treatment, and linkages to essential community resources (documentation obtainment, legal services, credit repair, healthcare, and more). CaringWorks is a CORE Medicaid Provider of Behavioral Health services, residents with Medicaid or other health insurance have access to CaringWorks Behavioral Health programs. To support healthcare access for residents without health insurance, CaringWorks continually seeks public and private funding to support those who are uninsured. Additionally, CaringWorks advocates for clients

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to obtain Social Security Disability Benefits by collaborating with First Step Staffing to help our residents navigate the rigorous application process. CaringWorks behavioral health includes individual and group therapy, psychiatric services, residential and outpatient addiction treatment, relapse prevention programs, psychosocial rehabilitation, and peer support.

12.2 How the Services are Accomplished – CaringWorks accomplishes our goals to provide immediate housing and supportive services to homeless clients by 1) participating in the Fulton County Continuum of Care (CoC), 2) by employing best practices in housing and behavioral health, and 3) by working extensively with partner agencies in Atlanta's services community. CaringWorks has been actively providing services in Fulton County since 2005, when Hope House opened. All clients seeking permanent supportive housing are referred to CaringWorks through the Fulton County Continuum of Care's (CoC) Coordinated Entry system. Coordinated entry assesses individuals, prioritizing them for housing and services based upon their level of need. CaringWorks is an active partner with the CoC, providing 275 apartments for permanent supportive housing and 70 transitional beds for Fulton County citizens, particularly individuals with disabilities. Homeless men seeking housing and addiction recovery are referred to Hope House Residential Treatment Center by the Fulton CoC, the Atlanta Veterans' Administration, the Fulton County Public Defender's Office, or by the State Department of Behavioral Health and Developmental Disabilities (DBHDD).

Our expertise includes engaging and serving individuals with mental illness, substance abuse issues, or co-occurring disorders. Our clients include men and women of all ages, Veterans, people with HIV/AIDS, and returning citizens. At Hope House, CaringWorks has the only residential treatment program in the region for homeless individuals who are deaf or hard of hearing. This program is named Deaf Bridges to Recovery.

Clients are either housed at a CaringWorks facility (Hope House in downtown Atlanta) or in permanent supportive housing where CaringWorks typically holds the master lease. CaringWorks pays the rent and utilities on behalf of clients, ensuring housing stability. CaringWorks also mitigates challenges that can arise between property management and clients.

Supportive services are integral to helping clients remain stably housed. Once a client has stable housing they are assigned a case manager. The case manager maintains a low caseload and is therefore able to provide intensive support. They help each client develop a Person-Centered Plan (PCP) focused on self-sufficiency. In accordance with the client's goals, the case manager provides referral to resources within CaringWorks and linkage to other system partners. The case manager then provides follow up services, assisting clients to achieve their plan. Case managers, along with peers, other professional staff, and alumni, supply information, education, and inspiration.

Community meetings are held regularly and clients who are not working are encouraged to get involved in community events and volunteering. CaringWorks Recovery@Work employment program and collaborations with First Step Staffing and other employment partners assist clients who can work with job preparation, training, job search and placement. For those who are unable to work due to severe disabilities, CaringWorks has an MOU with First Step Staffing to provide SOAR Benefits Counselors to represent and advocate for our clients as they navigate the arduous process of applying for Social Security disability benefits, Veterans benefits, and other mainstream entitlements.

12.3 CSP Health and Human Services Key Performance Indicators- CaringWorks Supportive Housing program addresses three of the four Health and Human Services Performance Indicators under the goal of "Support the vulnerable residents in our social services."

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1. **At least 100 low-income Fulton County residents with disabilities will receive access to permanent supportive housing and support services. CaringWorks' intensive case management is designed to ensure that clients' individual needs are addressed, resulting in housing stability. In addition, CaringWorks has developed the expertise to help specific subsets of the population such as Veterans, individuals with AIDS, returning citizens, the elderly, people with conditions such as mental health, substance use disorders, and individuals who are Deaf and/or hard of hearing. Clients with intellectual or developmental disabilities who wish to live independently but need support can remain at CaringWorks housing until they are able to become fully independent.**

2. **At least 100 seniors and people with disabilities will have access to home-based services. All residents referred to and enrolled in the permanent supportive housing program have a diagnosed disability. Over 50% are over the age of 55.**

3. **CaringWorks impacts the percentage change in the homeless population each year. As one of the largest suppliers of permanent supportive housing, the agency is responsible for housing and providing support services for over 300 people in Fulton County at any given time. In the course of the year, over 600 Fulton County residents will be helped by CaringWorks.**

CaringWorks Supportive Housing program addresses three of the CSP funding priorities. They are as follows:

1. **CaringWorks will provide permanent supportive housing options for 60 individuals/households who are chronically homeless as defined by HUD. Program participants are encouraged to work toward self-sufficiency. However, they may remain in supportive housing for as long as they need. Year after year, over 90% remain permanently housed, either with CaringWorks or in unsubsidized housing. Permanent supportive housing is available to individuals or families as long as the adult has a diagnosed disability. The agency's specialty is working with individuals with a behavioral health diagnosis.**

2. **CaringWorks will provide transitional and bridge housing options for 40 homeless men who are affected by mental health and/or substance use disorders. Hope House provides housing for up to 2 years, Level III ASAM Addiction Recovery Services, daily meals, and comprehensive wrap around support.**

3. **CaringWorks will provide homeless prevention and awareness strategies including those related to mental health and/or substance use disorders for 100 homeless individuals/households. CaringWorks provides services, and connections to resources that are designed to stabilize and strengthen client resiliency. CaringWorks supports clients to gain a reliable income – through work for those who are able, or through Social Security Disability if they are unable to work.**

12.5 Community Collaboration - CaringWorks works closely with our service partners to provide resources that build skills and resiliency among our clients. Collaboration provides a broad spectrum of support to assist clients to achieve the personal goals they have identified in their Personal Care Plans. CaringWorks' collaborative partners and their roles/responsibilities are as follows:

1. **Mercy Care – Medical care, behavioral health treatment, vision, and dental services**

2. **First Step – Job placement and representation for Social Security disability benefits**

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3. **Atlanta Center for Self-Sufficiency – Job readiness and training**
4. **Atlanta Legal Aid – Legal advice and representation**
5. **Imagine Hope – HIV/AIDS testing supplies and technical assistance**
6. **Grady Health System – Opioid treatment, medical management, behavioral health**
7. **Hope Atlanta – Outreach services and referral**
8. **PADV – Domestic violence services**
9. **Office of the Public Defender, Atlanta Judicial Circuit – Direct referral of homeless participants in the Fulton County Reentry Program**
10. **Fulton County Continuum of Care – Convenes non-profit, government and business leaders to solve the problem of homelessness in Fulton County. Administers the coordinated entry system, ensuring the most vulnerable Fulton County residents are prioritized for housing and services.**
11. **United Way of Greater Atlanta – Provides linkage to other system partners, direct funding, and educational opportunities for CaringWorks staff.**

Designation of CSP Funds:

Based on the awarded amount of **$35,000.00,** 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

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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.)	$0.00
Operational	$0.00
Direct Services	$35,000.00
Total	$35,000.00

Explanation of Funding Details:

Cost Category	Designation of CSP Funding Award	Detailed Explanation of how the award will be expended
Administrative (5% Admin max of funds awarded.)	$0	No funding available.
Operational	$0	No funding available.
Direct Services	$35,000.00	42% of Program Manager plus payroll taxes and insurance

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Program Performance Measures:

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

County Defined Performance Measure(s):

Children and Youth: Not Applicable

Disabilities: Not Applicable

Economic Stability: Not Applicable

Health and Wellness: Not Applicable

Homelessness: Number of individuals placed in Permanent Supportive Housing,Number of individuals placed in Transitional Housing,Number of individuals whose barriers to self-sufficiency are eliminated/ reduced; paths to self-sufficiency created...

Senior Services: Not Applicable

Veterans Services: Not Applicable

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

The primary focus of the CaringWorks Supportive Housing Program is homelessness and homeless prevention through increased self-sufficiency. CaringWorks will use a combination of transitional and permanent housing combined with an array of supportive services (i.e. case management, behavioral and physical healthcare, employment, mainstream benefits, legal services, education, civic engagement), to reach its goals. The CSP-defined goals of the program are as follows:

1. From 1/1/24 – 12/31/24, 40 men will be placed in transitional housing.

2. From 1/1/24 – 12/31/24, 60 adults and/or families will be placed/served in permanent supportive housing.

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3. From 1/1/24– 12/31/24, 80 clients will eliminate or reduce the barriers to self-sufficiency by maintaining housing for 90 days.

13.2 Milestones and Schedule
The major milestones and schedule are as follows:

- **Brief staff on specific grant objectives: February 2024**
- **Select and enroll Fulton County program participants: February 2024**
- **Develop Person-Centered Plans within 1 week of intake: Jan. – Dec. 2024**
- **Monthly performance data input by Care Coordinators: Jan. – Dec. 2024**
- **Quarterly staff training: Jan. 2024 April 2024, July 2024, Oct. 2024**
- **Quarterly quality assurance review: April 2024, July 2024, Oct. 2024, Jan. 2025**
- **Performance Improvement Committee (PIC) reviews key performance indicators: April 2024, July 2024, Oct. 2024, Jan. 2025**
- **Prepare Fulton County performance report: July 2024**
- **Prepare Fulton County final report: Jan. 2025**

13.3 Data Collection Tools and Sources

CaringWorks' case managers have primary responsibility for entering program data. They meet with clients initially to enroll them in the program and then meet regularly to gather follow up information. Initially, information such as client demographics, former housing status, and specific challenges (i.e. type of disability, veteran status, criminal history, number of obstacles to stability) is collected. Care Coordinators then continue to collect and record information related to progress toward goals. That enables them to provide linkage to needed resources and to ensure clients are progressing toward self-sufficiency. Case information is maintained in paper files securely located at service sites. In addition, key performance data is input by the care coordinators into ClientTrack, the primary HMIS system of homeless providers in Georgia. ClientTrack will be the tool used to report on the proposed county-defined and agency-defined Fulton CSP performance indicators. Data is reviewed monthly by CaringWorks' program managers. In addition, the data is reviewed by the corporate Quality Assurance Coordinator. She inputs key measures into our corporate dashboard. She also leads our corporate Performance Improvement Committee (PIC) which meets quarterly to review feedback, incidents, and results. We also randomly audit case files to ensure compliance with CaringWorks' procedures. Finally, we engage an independent evaluator to conduct a customer satisfaction survey, enabling clients to provide additional qualitative feedback. As you can see, we are serious about monitoring data at CaringWorks. We thrive on continuing to improve the ability to positively impact the health, well-being, and self-sufficiency of our clients.

Agency Defined Performance Measure(s):

Agency Defined Performance Measures:

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CaringWorks also defines measures by which we monitor the effectiveness of our program. The agency-defined measures are:

1. From 1/1/24 – 12/31/24, 80% of clients will exit to or retain permanent housing or a better living situation.

2. From 1/1/24 – 12/31/24, 50% of clients will either maintain or increase their income and/or mainstream benefits.

3. From 1/1/24 – 12/31/24, 80% of clients will have a Person-Centered Plan (PCP) outlining individual steps to work toward self-sufficiency.

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**.

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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

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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 **$35,000.00.**

(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

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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

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137 Peachtree Street, SW
Atlanta, Georgia 30303

To Contractor:

CaringWorks, Inc
2785 Lawrenceville Highway Suite 205
Decatur, Georgia 30033

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.

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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

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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 **CaringWorks, 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

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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

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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

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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.

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STATE OF GEORGIA

COUNTY OF FULTON

FORM F: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services[1] under a contract with **[insert name of prime contractor (Agency)]** CaringWorks, 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.

393088
EEV/Basic Pilot Program* User Identification Number

CaringWorks, Inc.
Name of Contractor (Agency)

Carol S Collard
BY: Authorized Signature of Officer or Agent of Contractor

Dr. Carol S. Collard
Title of Authorized Officer or Agent of Contractor of Contractor

President & CEO
Printed Name of Authorized Officer or Agent of Contractor

Sworn to and subscribed before me this 21 day of February, 2024.

Notary Public: Tenisha Clark

County: Gwinnett County

Commission Expires: June 27, 2025

OFFICIAL SEAL
TENISHA CLARK
NOTARY PUBLIC-GEORGIA
GWINNETT COUNTY
My Comm. Expires June 27, 2025

[1]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.

[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].

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STATE OF GEORGIA

COUNTY OF FULTON

FORM G: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT

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

393088
EEV/Basic Pilot Program* User Identification Number of Subcontractor

Caring Works
Name of Subcontractor (Individual/Agency)

Carol Collard
BY: Authorized Signature Officer or Agent of Subcontractor

President & CEO
Title of Authorized Officer or Agent of Subcontractor

Dr. Carol S. Collard
Printed Name of Authorized Officer or Agent of Subcontractor

Sworn to and subscribed before me this 21 day of February, 2024.

Notary Public: Tenisha Clark

County: Gwinnett County

Commission Expires: June 27, 2025

OFFICIAL SEAL
TENISHA CLARK
NOTARY PUBLIC-GEORGIA
GWINNETT COUNTY
My Comm. Expires June 27, 2025

[3]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.

[4]*[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].

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/23/2024

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	**CONTACT NAME:** Michelle Worsham
Fallaize Insurance Agency, Inc. P. O. Box 920128 Norcross GA 30010-0128	**PHONE (A/C, No, Ext):** (770) 242-8842 **FAX (A/C, No):** (770) 242-3564 **E-MAIL ADDRESS:** michelle@fallaize.com
INSURED CaringWorks, Inc. 2785 Lawrenceville Hwy Ste 205/205A Decatur GA 30033	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Philadelphia Indemnity 18058 **INSURER B :** Technology Insurance Company 42376 **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** CL2432810920 **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	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y		PHPK2531768	03/27/2024	03/27/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 1,000,000 $ 1,000,000 $ 20,000 $ 1,000,000 $ 3,000,000 $ 3,000,000 $
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			PHPK2531768	03/27/2024	03/27/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Medical payments	$ 1,000,000 $ $ $ $ 5,000
A	[X] UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 0			PHUB855942	03/27/2024	03/27/2025	EACH OCCURRENCE AGGREGATE 	$ 5,000,000 $ 5,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		TES4370119	02/27/2024	02/27/2025	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A	Professional Liability			PHPK2531768	03/27/2024	03/27/2025	Each Occurence Aggregate	1,000,000 3,000,000

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

Re: Certificate holder. Where required by written contract and per the forms, the following provisions apply.
GENERAL LIABILITY DELUXE ENDORSEMENT: HUMAN SERVICES PI-GLD-HS (10/11). Additional Insured – When Required by Contract, Transfer of Rights of Recovery Against Others To Us
Coverage is primary
Commercial Auto coverage part provides additional insured coverage, coverage is primary for owned autos

CERTIFICATE HOLDER

Fulton County Government
141 Pryor St SW
Atlanta GA 30303-3408

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: 00007118

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY Fallaize Insurance Agency, Inc.	**NAMED INSURED** CaringWorks, Inc.
POLICY NUMBER	
CARRIER / **NAIC CODE**	**EFFECTIVE DATE:**

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance: Notes

Re: Certificate holder,
Fulton County Government, its' Officials, Officers and Employees are additional insureds per CG 73 00 01 19

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ADDITIONAL COVERAGES

Ref #	Description	Coverage Code	Form No.	Edition Date
	Uninsured motorist combined single limit	UMCSL		

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
1,000,000					

Ref #	Description	Coverage Code	Form No.	Edition Date
	SEGP	SEGP		

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
					$25.00

Ref #	Description	Coverage Code	Form No.	Edition Date
	Uninsured motorist property damage	UMPD		

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date
	Increased employer's liability	INEL		

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
					$425.00

Ref #	Description	Coverage Code	Form No.	Edition Date
	Expense constant	EXCNT		

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
					$200.00

Ref #	Description	Coverage Code	Form No.	Edition Date
	Drug Free Credit	DRUGF		

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
					-$1,792.00

Ref #	Description	Coverage Code	Form No.	Edition Date
	Schedule rate adjustment	SRA		

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
					-$2,655.00

Ref #	Description	Coverage Code	Form No.	Edition Date
	Domestic Terrorism, EQ & Catastrophic Accid.	DTEC		

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
					$697.00

Ref #	Description	Coverage Code	Form No.	Edition Date
	Premium discount	PDIS		

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
					-$597.00

Ref #	Description	Coverage Code	Form No.	Edition Date
	Adjst. to reconcile-exp mod. premium	AREM		

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
					-$12,493.00

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GENERAL LIABILITY DELUXE ENDORSEMENT: HUMAN SERVICES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE

It is understood and agreed that the following extensions only apply in the event that no other specific coverage for the indicated loss exposure is provided under this policy. If such specific coverage applies, the terms, conditions and limits of that coverage are the sole and exclusive coverage applicable under this policy, unless otherwise noted on this endorsement. The following is a summary of the Limits of Insurance and additional coverages provided by this endorsement. For complete details on specific coverages, consult the policy contract wording.

Coverage Applicable	Limit of Insurance	Page #
Extended Property Damage	Included	2
Limited Rental Lease Agreement Contractual Liability	$50,000 limit	2
Non-Owned Watercraft	Less than 58 feet	2
Damage to Property You Own, Rent, or Occupy	$30,000 limit	2
Damage to Premises Rented to You	$1,000,000	3
HIPAA	Clarification	4
Medical Payments	$20,000	5
Medical Payments – Extended Reporting Period	3 years	5
Athletic Activities	Amended	5
Supplementary Payments – Bail Bonds	$5,000	5
Supplementary Payment – Loss of Earnings	$1,000 per day	5
Employee Indemnification Defense Coverage	$25,000	5
Key and Lock Replacement – Janitorial Services Client Coverage	$10,000 limit	6
Additional Insured – Newly Acquired Time Period	Amended	6
Additional Insured – Medical Directors and Administrators	Included	7
Additional Insured – Managers and Supervisors (with Fellow Employee Coverage)	Included	7
Additional Insured – Broadened Named Insured	Included	7
Additional Insured – Funding Source	Included	7
Additional Insured – Home Care Providers	Included	7
Additional Insured – Managers, Landlords, or Lessors of Premises	Included	7
Additional Insured – Lessor of Leased Equipment	Included	7
Additional Insured – Grantor of Permits	Included	8
Additional Insured – Vendor	Included	8
Additional Insured – Franchisor	Included	9
Additional Insured – When Required by Contract	Included	9
Additional Insured – Owners, Lessees, or Contractors	Included	9
Additional Insured – State or Political Subdivisions	Included	10

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Duties in the Event of Occurrence, Claim or Suit	Included	10
Unintentional Failure to Disclose Hazards	Included	10
Transfer of Rights of Recovery Against Others To Us	Clarification	10
Liberalization	Included	11
Bodily Injury – includes Mental Anguish	Included	11
Personal and Advertising Injury – includes Abuse of Process, Discrimination	Included	11

A. Extended Property Damage

SECTION I – COVERAGES, **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Subsection **2. Exclusions**, Paragraph **a.** is deleted in its entirety and replaced by the following:

a. Expected or Intended Injury

"Bodily injury" or property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

B. Limited Rental Lease Agreement Contractual Liability

SECTION I – COVERAGES, **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Subsection **2. Exclusions**, Paragraph **b. Contractual Liability** is amended to include the following:

(3) Based on the named insured's request at the time of claim, we agree to indemnify the named insured for their liability assumed in a contract or agreement regarding the rental or lease of a premises on behalf of their client, up to $50,000. This coverage extension only applies to rental lease agreements. This coverage is excess over any renter's liability insurance of the client.

C. Non-Owned Watercraft

SECTION I – COVERAGES, **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Subsection **2. Exclusions,** Paragraph **g. (2)** is deleted in its entirety and replaced by the following:

(2) A watercraft you do not own that is:

(a) Less than 58 feet long; and

(b) Not being used to carry persons or property for a charge;

This provision applies to any person, who with your consent, either uses or is responsible for the use of a watercraft. This insurance is excess over any other valid and collectible insurance available to the insured whether primary, excess or contingent.

D. Damage to Property You Own, Rent or Occupy

SECTION I – COVERAGES, **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE**

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LIABILITY, Subsection **2. Exclusions**, Paragraph **j. Damage to Property**, Item **(1)** is deleted in its entirety and replaced with the following:

(1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property, unless the damage to property is caused by your client, up to a $30,000 limit. A client is defined as a person under your direct care and supervision.

E. Damage to Premises Rented to You

1. If damage by fire to premises rented to you is not otherwise excluded from this Coverage Part, the word "fire" is changed to "fire, lightning, explosion, smoke, or leakage from automatic fire protective systems" where it appears in:

a. The last paragraph of **SECTION I – COVERAGES**, **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Subsection **2. Exclusions**; is deleted in its entirety and replaced by the following:

Exclusions **c.** through **n.** do not apply to damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **SECTION III – LIMITS OF INSURANCE**.

b. SECTION III – LIMITS OF INSURANCE, Paragraph 6. is deleted in its entirety and replaced by the following:

Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems while rented to you or temporarily occupied by you with permission of the owner.

c. SECTION V – DEFINITIONS, Paragraph 9.a., is deleted in its entirety and replaced by the following:

A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

2. SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Subsection **4. Other Insurance**, Paragraph **b. Excess Insurance**, **(1) (a) (ii)** is deleted in its entirety and replaced by the following:

That is insurance for fire, lightning, explosion, smoke, or leakage from automatic fire protective systems for premises rented to you or temporarily occupied by you with permission of the owner;

3. The Damage To Premises Rented To You Limit section of the Declarations is amended to the greater of:

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a. $1,000,000; or

b. The amount shown in the Declarations as the Damage to Premises Rented to You Limit.

This is the most we will pay for all damage proximately caused by the same event, whether such damage results from fire, lightning, explosion, smoke, or leaks from automatic fire protective systems or any combination thereof.

F. HIPAA

SECTION I – COVERAGES, **COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY**, is amended as follows:

1. Paragraph **1. Insuring Agreement** is amended to include the following:

We will pay those sums that the insured becomes legally obligated to pay as damages because of a "violation(s)" of the Health Insurance Portability and Accountability Act (HIPAA). We have the right and the duty to defend the insured against any "suit," "investigation," or "civil proceeding" seeking these damages. However, we will have no duty to defend the insured against any "suit" seeking damages, "investigation," or "civil proceeding" to which this insurance does not apply.

2. Paragraph **2. Exclusions** is amended to include the following additional exclusions:

This insurance does not apply to:

a. Intentional, Willful, or Deliberate Violations

Any willful, intentional, or deliberate "violation(s)" by any insured.

b. Criminal Acts

Any "violation" which results in any criminal penalties under the HIPAA.

c. Other Remedies

Any remedy other than monetary damages for penalties assessed.

d. Compliance Reviews or Audits

Any compliance reviews by the Department of Health and Human Services.

3. SECTION V – **DEFINITIONS** is amended to include the following additional definitions:

a. "Civil proceeding" means an action by the Department of Health and Human Services (HHS) arising out of "violations."

b. "Investigation" means an examination of an actual or alleged "violation(s)" by HHS. However, "investigation" does not include a Compliance Review.

c. "Violation" means the actual or alleged failure to comply with the regulations included in the HIPAA.

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G. Medical Payments – Limit Increased to $20,000, Extended Reporting Period

If **COVERAGE C MEDICAL PAYMENTS** is not otherwise excluded from this Coverage Part:

1. The Medical Expense Limit is changed subject to all of the terms of **SECTION III - LIMITS OF INSURANCE** to the greater of:

a. $20,000; or
b. The Medical Expense Limit shown in the Declarations of this Coverage Part.

2. SECTION I – COVERAGE, **COVERAGE C MEDICAL PAYMENTS**, Subsection **1. Insuring Agreement**, a. (3) (b) is deleted in its entirety and replaced by the following:

(b) The expenses are incurred and reported to us within three years of the date of the accident.

H. Athletic Activities

SECTION I – COVERAGES, **COVERAGE C MEDICAL PAYMENTS**, Subsection **2. Exclusions**, Paragraph **e. Athletic Activities** is deleted in its entirety and replaced with the following:

e. Athletic Activities

To a person injured while taking part in athletics.

I. Supplementary Payments

SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS - COVERAGE A AND B are amended as follows:

1. b. is deleted in its entirety and replaced by the following:

1. b. Up to $5000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these.

1.d. is deleted in its entirety and replaced by the following:

1. d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $1,000 a day because of time off from work.

J. Employee Indemnification Defense Coverage

SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGES A AND B the following is added:

We will pay, on your behalf, defense costs incurred by an “employee” in a criminal proceeding occurring in the course of employment.

The most we will pay for any “employee” who is alleged to be directly involved in a criminal proceeding is $25,000 regardless of the numbers of “employees,” claims or “suits” brought or persons or organizations making claims or bringing “suits.

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K. Key and Lock Replacement – Janitorial Services Client Coverage

SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGES A AND B is amended to include the following:

We will pay for the cost to replace keys and locks at the "clients" premises due to theft or other loss to keys entrusted to you by your "client," up to a $10,000 limit per occurrence and $10,000 policy aggregate.

We will not pay for loss or damage resulting from theft or any other dishonest or criminal act that you or any of your partners, members, officers, "employees", "managers", directors, trustees, authorized representatives or any one to whom you entrust the keys of a "client" for any purpose commit, whether acting alone or in collusion with other persons.

The following, when used on this coverage, are defined as follows:

a. "Client" means an individual, company or organization with whom you have a written contract or work order for your services for a described premises and have billed for your services.

b. "Employee" means:

(1) Any natural person:

(a) While in your service or for 30 days after termination of service;

(b) Who you compensate directly by salary, wages or commissions; and

(c) Who you have the right to direct and control while performing services for you; or

(2) Any natural person who is furnished temporarily to you:

(a) To substitute for a permanent "employee" as defined in Paragraph **(1)** above, who is on leave; or

(b) To meet seasonal or short-term workload conditions;

while that person is subject to your direction and control and performing services for you.

(3) "Employee" does not mean:

(a) Any agent, broker, person leased to you by a labor leasing firm, factor, commission merchant, consignee, independent contractor or representative of the same general character; or

(b) Any "manager," director or trustee except while performing acts coming within the scope of the usual duties of an "employee."

c. "Manager" means a person serving in a directorial capacity for a limited liability company.

L. Additional Insureds

SECTION II – WHO IS AN INSURED is amended as follows:

1. If coverage for newly acquired or formed organizations is not otherwise excluded from this

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Coverage Part, Paragraph **3.a.** is deleted in its entirely and replaced by the following:

a. Coverage under this provision is afforded until the end of the policy period.

2. Each of the following is also an insured:

a. Medical Directors and Administrators – Your medical directors and administrators, but only while acting within the scope of and during the course of their duties as such. Such duties do not include the furnishing or failure to furnish professional services of any physician or psychiatrist in the treatment of a patient.

b. Managers and Supervisors – Your managers and supervisors are also insureds, but only with respect to their duties as your managers and supervisors. Managers and supervisors who are your "employees" are also insureds for "bodily injury" to a co-"employee" while in the course of his or her employment by you or performing duties related to the conduct of your business.

This provision does not change Item 2.a.(1)(a) as it applies to managers of a limited liability company.

c. Broadened Named Insured – Any organization and subsidiary thereof which you control and actively manage on the effective date of this Coverage Part. However, coverage does not apply to any organization or subsidiary not named in the Declarations as Named Insured, if they are also insured under another similar policy, but for its termination or the exhaustion of its limits of insurance.

d. Funding Source – Any person or organization with respect to their liability arising out of:

(1) Their financial control of you; or

(2) Premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

e. Home Care Providers – At the first Named Insured's option, any person or organization under your direct supervision and control while providing for you private home respite or foster home care for the developmentally disabled.

f. Managers, Landlords, or Lessors of Premises – Any person or organization with respect to their liability arising out of the ownership, maintenance or use of that part of the premises leased or rented to you subject to the following additional exclusions:

This insurance does not apply to:

(1) Any "occurrence" which takes place after you cease to be a tenant in that premises; or

(2) Structural alterations, new construction or demolition operations performed by or on behalf of that person or organization.

g. Lessor of Leased Equipment – Automatic Status When Required in Lease Agreement With You – Any person or organization from whom you lease equipment when you and such person or organization have agreed in writing in a contract or agreement that such person or organization is to be added as an additional insured on your policy. Such person or

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organization is an insured only with respect to liability for “bodily injury,” “property damage” or “personal and advertising injury” caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

A person’s or organization’s status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any “occurrence” which takes place after the equipment lease expires.

h. Grantors of Permits – Any state or political subdivision granting you a permit in connection with your premises subject to the following additional provision:

(1) This insurance applies only with respect to the following hazards for which the state or political subdivision has issued a permit in connection with the premises you own, rent or control and to which this insurance applies:

(a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures;

(b) The construction, erection, or removal of elevators; or

(c) The ownership, maintenance, or use of any elevators covered by this insurance.

i. Vendors – Only with respect to “bodily injury” or “property damage” arising out of “your products” which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions**:**

(1) The insurance afforded the vendor does not apply to:

(a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

(b) Any express warranty unauthorized by you;

(c) Any physical or chemical change in the product made intentionally by the vendor;

(d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

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(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Sub-paragraphs **(d)** or (**f**); or

(ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing.

j. Franchisor – Any person or organization with respect to their liability as the grantor of a franchise to you.

k. As Required by Contract – Any person or organization where required by a written contract executed prior to the occurrence of a loss. Such person or organization is an additional insured for "bodily injury," "property damage" or "personal and advertising injury" but only for liability arising out of the negligence of the named insured. The limits of insurance applicable to these additional insureds are the lesser of the policy limits or those limits specified in a contract or agreement. These limits are included within and not in addition to the limits of insurance shown in the Declarations

l. Owners, Lessees or Contractors – Any person or organization, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by:

(1) Your acts or omissions; or

(2) The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured when required by a contract.

With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

(a) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

(b) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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m. State or Political Subdivisions – Any state or political subdivision as required, subject to the following provisions:

(1) This insurance applies only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit, and is required by contract.

(2) This insurance does not apply to:

(a) "Bodily injury," "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or

(b) "Bodily injury" or "property damage" included within the "products-completed operations hazard."

M. Duties in the Event of Occurrence, Claim or Suit

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph **2.** is amended as follows:

a. is amended to include:

This condition applies only when the “occurrence” or offense is known to:

(1) You, if you are an individual;

(2) A partner, if you are a partnership; or

(3) An executive officer or insurance manager, if you are a corporation.

b. is amended to include:

This condition will not be considered breached unless the breach occurs after such claim or “suit” is known to:

(1) You, if you are an individual;

(2) A partner, if you are a partnership; or

(3) An executive officer or insurance manager, if you are a corporation.

N. Unintentional Failure To Disclose Hazards

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 6. Representations is amended to include the following:

It is agreed that, based on our reliance on your representations as to existing hazards, if you should unintentionally fail to disclose all such hazards prior to the beginning of the policy period of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

O. Transfer of Rights of Recovery Against Others To Us

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 8. Transfer of Rights of

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Recovery Against Others To Us is deleted in its entirety and replaced by the following:

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

Therefore, the insured can waive the insurer's rights of recovery prior to the occurrence of a loss, provided the waiver is made in a written contract.

P. Liberalization

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, is amended to include the following:

If we revise this endorsement to provide more coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

Q. Bodily Injury – Mental Anguish

SECTION V – DEFINITIONS, Paragraph **3.** Is deleted in its entirety and replaced by the following:

"Bodily injury" means:

a. Bodily injury, sickness or disease sustained by a person, and includes mental anguish resulting from any of these; and

b. Except for mental anguish, includes death resulting from the foregoing (Item **a.** above) at any time.

R. Personal and Advertising Injury – Abuse of Process, Discrimination

If **COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY COVERAGE** is not otherwise excluded from this Coverage Part, the definition of "personal and advertising injury" is amended as follows:

1. **SECTION V – DEFINITIONS**, Paragraph 14.b. is deleted in its entirety and replaced by the following:

b. Malicious prosecution or abuse of process;

2. **SECTION V – DEFINITIONS**, Paragraph 14. is amended by adding the following:

Discrimination based on race, color, religion, sex, age or national origin, except when:

a. Done intentionally by or at the direction of, or with the knowledge or consent of:

(1) Any insured; or

(2) Any executive officer, director, stockholder, partner or member of the insured;

b. Directly or indirectly related to the employment, former or prospective employment, termination of employment, or application for employment of any person or persons by an insured;

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c. Directly or indirectly related to the sale, rental, lease or sublease or prospective sales, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured; or

d. Insurance for such discrimination is prohibited by or held in violation of law, public policy, legislation, court decision or administrative ruling.

The above does not apply to fines or penalties imposed because of discrimination.

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

OWNER:

FULTON COUNTY, GEORGIA

DocuSigned by:
Robert L. Pitts
BA715B1A26544E7...

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST:

DocuSigned by:
Tonya R. Grier
EEC476C4837648D...

Tonya R. Grier
Clerk to the Commission

DocuSigned by:

(Affix County Seal)

CONTRACTOR:

VENDOR NAME **CaringWorks, Inc.**

DocuSigned by:
Carol Collard
8D41ABD7F5BF413...

Name of Signatory: Carol S Collard
Title of Signatory: CEO

Authorized Signature

ATTEST:

DocuSigned by:
Ashlee Starr
ADA069A503EA4BE...

Name of 2nd Signatory: **Ashlee Starr**
Title of 2nd Signatory: **COO**

Second Authorized Signature

(Affix Corporate Seal, if applicable)

APPROVED AS TO FORM:

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

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FULTON COUNTY

CONTRACT DOCUMENTS

FOR

REQUEST FOR PROPOSAL 24RFP013124C-MH

2024 CONSOLIDATED COMMUNITY SERVICES PROGRAM

FOR

DEPARTMENT OF COMMUNITY DEVELOPMENT

OF

FULTON COUNTY, GEORGIA

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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 **The Study Hall, 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:

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ARTICLE I - PARTIES AND TERM:

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

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

(c) Nothing contained in this Agreement shall be 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: In school Afterschool Out of School Programs to help bring up academic...

Disabilities: Not Applicable

Economic Stability: Not Applicable

Health and Wellness: Not Applicable

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Homelessness: Not Applicable

Senior Services: Not Applicable

Veterans Services: Not Applicable

The Study Hall, Inc, The Study Hall: Afterschool and Summer 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
The Study Hall	551 Harwell Road NW	Atlanta	Georgia	30318	6	6
KIPP Woodson Park Academy	1605 Donald Lee Hollowell Parkway	Atlanta	Georgia	30318	6	6

Approach and Design:

The Study Hall, Inc, The Study Hall: Afterschool and Summer Program will provide services to **75** clients that reside in Fulton County, with CCSP funding.

The Study Hall, Inc, will provide the following activities and services in Fulton County with CCSP funding:

TSH supports the CSP funding priority area “Children & Youth Services” through the following funding priority:

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After-school/Out of School Programs to help bring up academic and social/behavioral levels of school-aged youth

Scholars receive support out of school, including academics, social and emotional benefits, higher grades and test scores, and increased attendance. Activities include after-school academic enrichment support, provided Monday through Friday each day APS is in session, and summer camp to reduce learning loss during June and July. In addition to one-on-one support to help with homework, TSH teaches financial skills to help Scholars overcome financial adversity later in life. TSH also ensures Scholars participate in daily exercise, learn about healthy eating, and receive nutritious food each day. Scholars must maintain regular attendance at school and at TSH, ensuring they have a safe place to go that will help prevent unhealthy behaviors and reduce the risk of them participating in violence and/or delinquent behaviors.

TSH programming and activities are organized around a five-point "Scholar Model":

(1) Academic Enrichment: Scholars receive individualized attention every day after school from experienced staff members, who provide homework assistance and interactive tutorial lessons. Assistance is provided based on an individual plan designed to meet the specific needs of each Scholar. In the computer lab, the Scholars also benefit from online educational games and a literacy skill development program. Scholars requiring additional help with reading skills are paired with retired educators who can tutor them one-on-one.

(2) Cultural Enrichment: Scholars are introduced to a wide variety of new experiences during the year. Club meetings based on their interests and needs offer participation in music, dance, arts and crafts, the sciences, and other topics. Scholars vote on specific projects of interest to them. Topics have included biology, electrical engineering, drones, underwater robotics, the water cycle, pollution, the food chain, fashion design, media productions, video gaming, and coding essentials. Students will have the opportunity to build skills and build on what they are learning throughout the school year and demonstrate their projects at parent meetings, in classroom presentations, and on other occasions throughout the year.

(3) Financial Literacy: Teaching financial skills helps Scholars overcome financial adversity later in life. Academic coaches, with the help of volunteers from financial institutions, engage the children in age-appropriate lessons in managing money.

(4) Civic Engagement: Scholars learn the importance of positively contributing to their community by participating in semester-long community service projects based on social challenges of interest to them. Past projects have involved eradicating hunger and homelessness and fostering environmental sustainability. For some of the children, this marks the first time they have been asked to give back to their community. This empowers them to act as contributors to the greater good.

(5) Health and Wellness: TSH is committed to the overall wellness of Scholars. It provides healthy snacks and meals, teaches lessons on the importance of physical activity, and raises awareness of health issues that most impact the community. They will engage in 30 minutes of daily physical activity and exercise according to the Georgia Department of Public Health's Shape program. TSH currently provides Scholars with healthy snacks, and once renovations to the new location are complete, it will provide a warm dinner before taking them home each evening. The children will also learn how to grow produce by working in TSH's garden and learning how to prepare it in the facility's kitchen.

Community collaborative relationships to assist in addressing the need:

TSH participates in several collaborations and looks forward to developing even more partnerships in their new neighborhood. Current collaborative relationships include the following:

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Paradise Baptist Church to identify required educators who can assist with one-on-one tutoring, special events, and projects.

1. Atlanta Public Schools: Through a memorandum of understanding TSH provides programming to APS students.
2. KIPP Woodson Park: TSH implemented its first school-based model by providing services on the KIPP campus Monday through Friday, each day school is in session.
3. Harper Archer Elementary School: TSH transports Scholars from school Monday through Friday to its free after-school program. TSH staff communicate frequently with teachers and administrators.
4. Usher Collier Elementary School: TSH transports Scholars from school Monday through Friday to its free after-school program. TSH staff communicate frequently with teachers and administrators.
5. Atlanta Heights Charter School: TSH transports Scholars from school Monday through Friday to its free after-school program. TSH staff communicate frequently with teachers and administrators.
6. Parent Teacher Associations: TSH collaborates extensively with teachers, administrators, and PTA members. This helps identify how to best support what the Scholars are learning in school. TSH is often invited to present information during parent orientations.
7. Grove Park Foundation: TSH partners with the Foundation to offer its Back to School, Work and Business event held annually in July.
8. Paradise Baptist Church: Partner with to identify educators who can assist with one-on-one tutoring, special events, and projects.
9. Make Music Count: Uses music to help teach Scholars math skills by learning how to play a song on the piano.

Designation of CSP Funds:

Based on the awarded amount of **$50,000.00,** 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.

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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.)	$500.00
Operational	$8,500.00
Direct Services	$41,000.00
Total	$50,000.00

Explanation of Funding Details:

Administrative: TSH requests $500 to be used to cover the Executive Director’s management duties.

Operational: TSH requests $8,500 to cover office supplies ($500), utilities ($2,000), and rent ($6,000).

Direct Services: TSH requests $41,000 to cover staff salaries ($19,205.25), Program Manager ($3,999.99), snacks and meals ($2,540.13), audit and 990 ($3,000), enrichment activities ($12,254.63).

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Program Performance Measures:

The Study Hall, 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 school-aged youth engaged in/benefiting from In school/ Afterschool/ Out of School Programs...

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:

Methods to be used and goals to be obtained:

TSH will use the following methods to reach goals relating to three Children and Youth Services performance measures:

1. Number of Elementary and middle school youth meeting target reading level
2. Number of school-aged youth benefiting from after-school/ Out of School Programs to help bring up academic and social/behavioral levels
3. Number of youth 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.)

1. *Number of Elementary and middle school youth meeting target reading level*

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Goal: at least 50 Scholars or 63% of participants served will show incremental growth in English/Language Arts skills

Methods: TSH assesses Scholars' reading levels using an interactive educational tool, Renaissance 360, which is a comprehensive assessment tool aligned with Georgia Standards of Excellence that allows academic coaches to target instruction, measure student growth, and monitor student progress. This tool will also provide supplemental resources that help scholars practice specific areas of literacy that prevent them from performing at grade level. scholars will continue to practice their English/Language Arts skills. Renaissance 360 reporting features help staff and the Program Manager analyze student progress, Lexile levels, and areas where additional tutoring and support for Scholars are needed.

To accomplish this, TSH will provide trained academic coaches who will review scholars' progress reports for English/Language Arts, data gathered from Renaissance 360, Individualized Education Programs, and other reports that will allow them to assess their current skill level and provide appropriate supplemental support and homework tutorials. Scholars who need additional/intensive tutoring in reading skills will be paired with volunteer educators who will provide one-on-one support to address specific goals. By helping scholars learn the required skills at each level, TSH prepares them for the Milestones tests in 3rd and 5th grade.

2. Number of school-aged youth benefiting from after-school/ Out of School Programs to help bring up academic and social/behavioral levels

Goal: 95 Scholars or 95% of participants will maintain regular attendance in both school and TSH after-school programs, measured by agency attendance records.

Methods: All participants must be in good standing at school and must attend TSH's after-school program a minimum of three days per week to continue in the program. Academic Coaches prepare weekly behavior reports for parents and are available to discuss these reports. When serious concerns arise about attendance or behavior, staff members schedule a meeting with parents. If behaviors continue, a progressive redirection plan is followed, and the Program Manager offers the parents assistance in locating behavioral health services if indicated.

3. Number of youth 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.)

Goal: All 100 Scholars or 100% of participants will receive safe, supervised after-school care and will be required to maintain regular attendance, both at school and TSH.

Methods: Scholars are required to attend at least three days a week to participate in the program, thereby preventing them from engaging in delinquent or unsafe behaviors during critical after-school hours. Staff members also serve as mentors and work with scholars and their parents to develop their social-emotional skills. TSH promotes mindfulness by requiring each classroom space to have a Recharge Zone (safe space). The recharge zones in each classroom include a bean bag chair, multicolored carpet squares, and dry-erase boards. These spaces allow scholars who need a moment to decompress or re-center themselves to go and regroup; scholars are encouraged to use the dry-erase boards to write out their thoughts versus demonstrating negative behavior that causes the classroom space to feel unsafe to their peers. We also assist parents in finding behavioral health services when indicated.

Project Milestones and Supporting Schedule:

January 3 - May 24, 2024 - Afterschool Program, Spring Semester

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- Provide 3 hours of after-school programming at KIPP Monday through Thursday and 3.5 hours of programming on Friday, every day APS is in session.
- Offer weekly club meetings based on the Scholars' interests and needs, which offer participation in music, dance, arts & crafts, the sciences, and other topics.
- Progress toward Literacy/Language Arts and Math goals, including Renaissance 360 data, are monitored each week by Academic Coaches assigned to each grade.
- During weekly meetings with the Program Manager, Academic Coaches discuss concerns and receive curriculum and Georgia standard-based instruction to help solve problems. Parents are also encouraged to give feedback.
- At the end of the school year, teachers will review student progress via an overall Scholar progress summary retrieved from Renaissance 360, and TSH will prepare for summer tutoring.

June 3-July 19, 2024 - Camp Exploration Summer Camp

- Provide eight hours of programming every day that camp is in session (supporting schedule attached)
- During the seven-week summer camp, the children's activities operate from 7 am – 3 pm.
- Every day, TSH staff members engage the children in interactive lessons and activities that help them retain what they have learned in school. The camp focuses on STEAM activities, which include project-based learning and field trips that help bring their lessons to life.
- 2-3 field trips (to be scheduled). Field trip destinations have included museums, nature centers, and zoos.

August 1-December 20, 2024 - Afterschool Program, Fall Semester

- Provide 3 hours of after-school programming at KIPP Monday through Thursday and 3.5 hours of programming on Friday, every day APS is in session.
- Provide 3 hours of after-school programming at the TSH Collier Heights facility every day that APS is in session.
- Offer weekly club meetings based on the scholars' interests and needs, which offer participation in music, dance, arts & crafts, the sciences, and other topics.
- Progress toward Literacy/Language Arts and Math goals, including Renaissance 360 data, are monitored each week by staff members (referred to as "Academic Coaches") assigned to each grade.
- During weekly meetings with the Program Manager, academic coaches discuss concerns and receive curriculum and Georgia standard-based instruction to help solve problems. Parents are also encouraged to give feedback.
- At the end of the school year, teachers will review student progress via an overall scholar progress summary retrieved from Renaissance 360, and TSH will prepare for summer tutoring.

Data collection tool(s)/ source(s) used to report progress on performance measures:

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TSH assesses Scholars' baseline performance and progress using an interactive educational tool, Renaissance 360, a comprehensive assessment tool aligned with Georgia Standards of Excellence, which allows academic coaches to target instruction, measure student growth, and monitor student progress. This tool will also provide supplemental resources that help Scholars practice specific areas of literacy that prevent them from performing at grade level. Renaissance 360 reporting features help staff and the program manager analyze student progress, Lexile levels, and areas where additional tutoring and support for scholars are needed.

TSH's Academic Coaches will review scholars' progress reports, report cards, data gathered from Renaissance 360, Individualized Education Programs, and other reports that will allow them to assess their current skill level and provide appropriate supplemental support and homework tutorials. Staff will use Renaissance 360 to assess Scholars' progress every month to identify target areas or where practice is needed. Staff members will use the Renaissance 360 reporting function to monitor scholars' progress and provide additional tutoring as needed. TSH will also assess program performance through parent and student feedback surveys and focus groups.

Select three County defined performance measures to report on during the contract period, as identified by the primary service category selected.

TSH will collect and report on three Children and Youth Services performance measures:

1. Number of Elementary and middle school youth meeting target reading level
2. Number of school-aged youth benefiting from after-school/ Out of School Programs to help bring up academic and social/behavioral levels
3. Number of youth 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.)

Provide three Agency defined performance measures to report on during the contract period.

Agency Defined Performance Measures:

1) 100% of the children will earn a promotion to the next grade at the end of the school year.

2) Each day of after-school programming, 100% of Scholars at KIPP will receive a nutritious snack during the school year. 100% of Scholars at the Collier Heights facility will receive a nutritious snack and dinner. Each day of summer programming, 100% of the Scholars will receive a nutritious breakfast and lunch.

3) Each day of programming, 100% of Scholars will participate in at least 30 minutes of exercise daily.

Agency Defined Performance Measure(s):

1.) 100% of the children will be promoted to the next grade at the end of the school year.

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2) Each day of after-school programming, 100% of Scholars at KIPP will receive a nutritious snack during the school year. 100% of Scholars at the Collier Heights facility will receive a nutritious snack and dinner. Each day of summer programming, 100% of the Scholars will receive a nutritious breakfast and lunch.

3) Each day of programming, 100% of Scholars will participate in at least 30 minutes of exercise daily.

Specific goals for The STEAM Project-based Learning Program are:

1) 100% of participants will complete at least one project-based STEAM activity.

2) Scholars will display incremental, improved proficiency in math and reading as assessed by the Renaissance Star platform, an assessment tool designed to create individualized lessons to ensure that each Scholar's needs are being met academically.

3) 100% of scholars will learn about careers related to STEAM.

Other notable impacts:

1) By providing a safe, supervised environment during critical hours of the day, TSH prevents scholars from becoming victims of crime and/or engaging in risky behaviors. In addition, parents and older siblings can focus on their work and school obligations.

2) By providing nutritious food, exercise, and lessons on healthy habits, TSH mitigates the academic impacts of hunger and food insecurity.

3) Camp Exploration prevents summer learning loss.

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.

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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

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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 **$50,000.00.**

(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.**

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(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.**

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(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:

The Study Hall, Inc
P.O. Box 6717
Atlanta, Georgia 30315

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.

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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.

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(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 **The Study Hall, 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,

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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.

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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.

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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

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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.

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STATE OF GEORGIA

COUNTY OF FULTON

FORM F: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services[1] under a contract with **[insert name of prime contractor (Agency)]** The Study Hall, 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.

395173

EEV/Basic Pilot Program* User Identification Number

The Study Hall, Inc.

Name of Contractor (Agency)

Jacquetta Watkins

BY: Authorized Signature of Officer or Agent of Contractor

Executive Director

Title of Authorized Officer or Agent of Contractor of Contractor

Jacquetta Watkins

Printed Name of Authorized Officer or Agent of Contractor

Sworn to and subscribed before me this 27th day of February, 2024.

Notary Public: Javana Hodges

County: Fulton

Commission Expires: July 31, 2026

JAVANA HODGES NOTARY PUBLIC FULTON COUNTY, GEORGIA MY COMMISSION EXPIRES JULY 31, 2026

[1]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.

[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].

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FORM G: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT

Instructions:

In the event that your company is awarded the contract for this project and will be utilizing the services of any subcontractor(s) in connection with the physical performance of services pursuant to this contract, the following affidavit must be completed by such subcontractor(s). Your company must provide a copy of each such affidavit to Fulton County Government, Department of Purchasing & Contract Compliance with the proposal submittal.

All subcontractor affidavit(s) shall become a part of the contract and all subcontractor(s) affidavits shall be maintained by your company and available for inspection by Fulton County Government at any time during the term of the contract. All subcontractor(s) affidavit(s) shall become a part of any contractor/subcontractor agreement(s) entered into by your company.

Applicants are required to complete and upload FORM F and FORM G in two (2) places FORM F: 2024 Georgia Security and Immigration Contractor Affidavit and Agreement, and as applicable FORM G: 2024 Georgia Security and Immigration Subcontractor Affidavit. Must use templates provided in the RFP. Previous year forms will not be accepted.
Form F must include name of agency, EEV number, Signature & Notary.
If applicable, Form G must include name, EEV number, and Signature of subcontractor.

Upload 1-Via Purchasing Bid page - BidNet Direct:
https://www.bidnetdirect.com/georgia/fultoncounty
(Note: You will be required to set up a FREE registration with BidNet Direct to use the upload feature)

Upload 2 -Via WebGrants under 2024 CCSP Eligibility Requirements:
https://fulton.dullestech.net

To Complete Fillable Form - Please enter the all required information,
- ✓ Press "TAB" key to navigate easily through the form *once you enter your Agency name, it will repopulate throughout the form.*
- ✓ Save as: "Form F Agency Name"
- ✓ Print for Signature and Notary.
- ✓ Scan and upload to WebGrants as directed above in "Upload 1 and Upload 2"

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STATE OF GEORGIA

COUNTY OF FULTON

FORM G: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT

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

395173

EEV/Basic Pilot Program* User Identification Number of Subcontractor

The Study Hall, Inc

Name of Subcontractor (Individual/Agency)

Not Applicable

BY: Authorized Signature Officer or Agent of Subcontractor

Executive Director

Title of Authorized Officer or Agent of Subcontractor

Jacquetta Watkins

Printed Name of Authorized Officer or Agent of Subcontractor

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

Notary Public: _____

County: _____

Commission Expires: _____

[3]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.

[4]*[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].

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Client#: 1453976 STUDYHAL

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/27/2024

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Wynetta W Smith	
USI Insurance Services LLC 6100 Fairview Road, Suite 800 Charlotte, NC 28210 855 874-1396	PHONE (A/C, No, Ext): 704-901-8665	FAX (A/C, No):
	E-MAIL ADDRESS: wynetta.smith@usi.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Citizens Insurance Company of America	31534
INSURER B : Hanover Insurance Company	22292
INSURER C : Hartford Casualty Insurance Company	29424
INSURER D : Allmerica Financial Benefit Ins. Co.	41840
INSURER E :	
INSURER F :	

INSURED
The Study Hall, Inc.; fka Study Hall at
PO Box 6717
Atlanta, GA 30315

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	X		ZBAD72538304	09/30/2023	09/30/2024	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
	X Sexual Misconduct						MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$3,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$3,000,000
	OTHER:							$
D	AUTOMOBILE LIABILITY			AWAD72533205	09/30/2023	09/30/2024	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR			UHAD72539005	09/30/2023	09/30/2024	EACH OCCURRENCE	$2,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$2,000,000
	DED X RETENTION $0							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			22WECAP8MBT	01/14/2024	01/14/2025	X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N	N / A					E.L. EACH ACCIDENT	$500,000
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$500,000
A	Directors & Offic			ZBAD72538304	09/30/2023	09/30/2024	$1,000,000	
A	EPLI			ZBAD72538304	09/30/2023	09/30/2024	$1,000,000	

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

Sexual Misconduct or Sexual Molestation Liability: $1,000,000 Each Incident / $1,000,000 Aggregate

The General Liability policy includes an automatic Additional Insured endorsement that provides Additional Insured status to the Certificate Holder only when there is a written contract that requires such status, and only with regard to work performed by or on behalf of the named insured.
(See Attached Descriptions)

CERTIFICATE HOLDER

Fulton County Government
141 Pryor St. SW
Atlanta, GA 30303-3408

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Paula B Bulman

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DESCRIPTIONS (Continued from Page 1)

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

OWNER:

FULTON COUNTY, GEORGIA

DocuSigned by:
Robert L. Pitts
BA715B1A26544E7...

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST:

DocuSigned by:
Tonya R. Grier
EEC476C4837648D...

Tonya R. Grier
Clerk to the Commission

DocuSigned by:

(Affix County Seal)

CONTRACTOR:

VENDOR NAME **The Study Hall, Inc.**

DocuSigned by: Name of Signatory: Jacquetta Watkins
Jacquetta Watkins Title of Signatory: Executive Director
7C947563FF104ED...

Authorized Signature

ATTEST:

DocuSigned by: Name of 2nd Signatory: **Stacy L. Grooms**
Stacy L. Grooms Title of 2nd Signatory: **Board Chairman**
014D1D6D60AE437...

Second Authorized Signature

(Affix Corporate Seal, if applicable)

APPROVED AS TO FORM:

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

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FULTON COUNTY

CONTRACT DOCUMENTS

FOR

REQUEST FOR PROPOSAL 24RFP013124C-MH

2024 CONSOLIDATED COMMUNITY SERVICES PROGRAM

FOR

DEPARTMENT OF COMMUNITY DEVELOPMENT

OF

FULTON COUNTY, GEORGIA

DocuSign Envelope ID: A273A3DE-8CDF-4927-BD17-78D1510B9FCD

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 **Easter Seals North Georgia, 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:

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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

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ARTICLE I - PARTIES AND TERM:

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

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

(c) Nothing contained in this Agreement shall be 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...,Programs addressing mental health depression stress trauma and anxiety among youth and teens,Programs and services focusing on one or more of the six National Milestones of My Brothers Keeper...,Programs focusing on kindergarten readiness...

Disabilities: Not Applicable

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Economic Stability: Not Applicable

Health and Wellness: Not Applicable

Homelessness: Not Applicable

Senior Services: Not Applicable

Veterans Services: Not Applicable

Easter Seals North Georgia, Inc., Early Education and Care 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
Easter Seals North Georgia Child Development Center at Guice	1485 Woodland Ave	Atlanta	GA	30316	5	5
Easter Seals North Georgia Child Development Center at Mansell	80 Mansell Court	Roswell	GA	30076	1	1,2

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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
Easter Seals North Georgia Child Development Center at Premier	399 Macedonia Road	Atlanta	GA	30354	5	5
Easter Seals North Georgia Child Development Center at Warsaw	1240 Warsaw Road	Roswell	GA	30076	1	1,2
Easter Seals North Georgia Child Development Center at Sylvan	1757 Melrose Drive, SW	Atlanta	GA	30310	4	4,5

Approach and Design:

Easter Seals North Georgia, Inc., Early Education and Care Program will provide services to **145** clients that reside in Fulton County, with CCSP funding.

Easter Seals North Georgia, Inc., will provide the following activities and services in Fulton County with CCSP funding:

I. Activities and Services and How Accomplished

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Easter Seals North Georgia's full-year early education and care program will prepare 145, 3-5-year-old children from low-income families for success in Kindergarten and their families for self-sufficiency. This will be accomplished by providing the following services: A) a subsidized, high-quality, developmentally appropriate early education program to ensure that children acquire new skills and knowledge to prepare them for success as they enter Kindergarten. B) comprehensive services including nutrition, medical, dental, mental health, and disability to ensure that children are healthy, and C) Family Support Services to families to improve their self-sufficiency.

A. Developmentally Appropriate Early Education Program

a. Children and families are recruited from neighborhoods surrounding the schools' locations. All participating children must meet the federal income guidelines, which is 100% of the poverty level. Selection criteria is used to identify the children and families most in need.

b. ESNG uses Creative Curriculum that utilizes developmentally appropriate practices that focus on improving children's skills in the areas of cognition, language, motor, literacy, pre-writing, math, science, and social-emotional development.

c. Children participate in a full-year, accredited early childhood program.

d. Every child enrolled in the program receives an early childhood assessment using the tool Teaching Strategies Gold within 60 days of enrollment. The results of this assessment will be used to develop an individualized care plan that contains goals and objectives specific to that child. Each child enrolled in the program will have a child-specific lesson plan that will be used during the course of the program year.

e. The classrooms have specific learning centers such as fine motor area, dramatic play, reading corner, and science and math areas. Each area has specific learning objectives. Children select the different area they would like to participate in throughout the day, and teachers move through the areas with the children. Anecdotal observations are conducted by teachers a minimum of two times per week per child. These observations indicate skills observed during the educational day and are transferred into the child's GOLD report. These observations are compiled throughout the year.

f. Child outcomes: Children will receive GOLD assessments to track their developmental skill levels. GOLD is used with developmentally appropriate early childhood curricula and is based on 38 research□based objectives that include predictors of school success and are aligned with the Common Core State Standards, state early learning guidelines, and the Head Start Child Development and Early Learning Framework. GOLD is administered three times per year to track child progress.

B. Comprehensive Services

a. Nutrition: Many of the enrolled children do not receive adequate nutrition at home. Often, the meals they receive at school make up their food for the day. Each child receives breakfast, lunch, and a snack based on the USDA food guidelines. Children eat meals in a family-style to encourage conversation and teach children important concepts such as measuring, labeling, and counting. Also, through partnerships with local churches and the United Way of Greater Atlanta, children receive snack packs for weekends. We are also currently looking into an emergency food initiative due to the increase in food insecurity seen among the families we serve and their communities.

b. Disabilities: Currently, 30 percent of the children enrolled have a disability. Early intervention is critical to a child's future success in school and life. Children receive a developmental screening within 45 days of enrollment to identify children who may have developmental concerns. ESNG partners with the Babies Can’t Wait Program along with the

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Lead Education agency to provide services to children who have been identified as having special needs. Therapy services are delivered to children while they participate in our Early Learning Program.

c. Health: Children enrolled in the program will receive hearing, vision, height, weight, physical, and dental examinations. Children in need of follow-up medical care will receive those services. ESNG Family Support Advocates work with families to schedule and transport (if necessary) children to their follow-up care appointments. All children with an ongoing health issue have a developed health plan with goals and objectives. ESNG partners with Fulton County Health Department, the Auditory-Verbal Center, Prevent Blindness Georgia, and Brenau Nursing School as well as local medical and dental providers to deliver these services.

d. Child Social/Mental Health: Every child receives a mental health screening during the first 45 days of enrollment. Children who display concerns receive a full mental health assessment that is conducted by our Early Childhood Mental Health staff and, as necessary, receive services through our Early Childhood Mental Health Program. ESNG's Early Childhood Mental Health program promotes emotional and social competence and prevents, reduces, and supports young children's behavioral and emotional needs. ESNG is a pioneer in the area of early childhood mental health services providing more than 20 years of services. One of the evidenced based practices we use is The Incredible Year. The Incredible Years Program is a nationally recognized program cited as best practices by Health and Human Services. It offers specialized assessment, staff, training, and group intervention for children and parents to address children's social-emotional needs for those appropriate for and selected to participate in this project. In addition, ESNG's family support advocates have received training on the Incredible Years Basic Parent Training, which works with parents to strengthen their interactions and attachment with their children, reduce harsh discipline, and foster their children's social, emotional, and language development. We also provide Child-Parent Psychotherapy for those who have experienced trauma.

C. Family Support Services: ESNG operates under the premise that high-quality childcare is critical for all families, and low-income families often experience needs that extend beyond this service. Often families in poverty require a comprehensive approach to support services to become empowered toward self□sufficiency. Therefore, a comprehensive, high-quality child development program must be linked to a wide array of services and supports that are flexible in meeting the individual needs of the family. Case management services enable families to access resources in the community to become adept at solving immediate family concerns and empower advocacy for future family needs. ESNG provides a variety of services and programs, which will help families move toward self-sufficiency. Among them are adult basic education/ basic literacy, GED preparation, computer training, basic child development training, work preparation activities, job development, and housing, rent and transportation assistance, budgeting, financial planning, computer training, and emergency or crisis directed services. The Family Support Advocates conduct a Family Assessment with the family during the first 90 days of enrollment. Every family then develops goals in a Family Partnership Agreement. Each family works with support from the FSA's to achieve these goals over the course of the year.

II. “Health & Human Services" Strategic Priority Program Objectives.

ESNG's Early Education and Care Program addresses the following Strategic Priority Program Objectives as follows:

A. Prevent health disparities by educating residents and connecting them to available resources.

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As mentioned above under our comprehensive services our program also addresses the health and wellbeing of our children and families including nutrition, medical, dental, disability, and social-emotional services. We help them navigate finding a medical home, obtaining insurance, and even provide medical screenings, health plans, and ongoing service provision. We track their physical and mental health outcomes as well as provide services and resources as needed.

B. Help residents realize their educational potential through our community services programs

ESNG's programs and services are evidence-based and developmentally appropriate. We provide programs designed to help children master skills they need to develop and thrive no matter their ability, disability, or circumstance. Children receive developmental assessments at 3 checkpoints throughout the year using Teaching Strategies GOLD. Typically, at the beginning of the year only 45% of the children are at developmental expectations but by the end of the year 94% show that they are meeting or exceeding developmental expectations in the areas of social–emotional, physical, language, cognitive, literacy, and mathematics.

C. Support the vulnerable residents in our social services

ESNG utilizes a case management and family support approach that builds on family strengths, is culturally sensitive, links families to appropriate community resources, and empowers families toward optimal functioning and well-being. Our Family Support Advocates support families in reaching their goals, becoming self-sufficient, learning how they can support their child's learning with and without disabilities, and connects them to the right emergency resources they may need. Some resources might include housing stability, food security, continuing education including access to technology, and financial literacy tools. Last year, 154 families received housing support such as rental and utility assistance, 258 family members received services to address Mental Health challenges, 444 families received emergency or crisis-directed services including substance abuse supports and treatment, and 224 parents received job training to address unemployment. In addition, ESNG created a Family Navigator position within our Early Education Program. The Family Navigator provides care coordination for children diagnosed or suspected of ASD and their families upon receiving a referral. Services provided by the Family Navigator include but are not limited to: connecting families with internal and external services, completing classroom observations, assisting in the facilitation of transition plans, and providing classroom support to children diagnosed with ASD or suspected of ASD.

III. Children and Youth Services Funding Priorities

A. Kindergarten Readiness:

The Easter Seals Early Education and Care program for children ages 3-5 years, is a comprehensive program that prepares children to enter Kindergarten healthy and ready to meet with success. a. English Language Arts Standards, Math, and Science Proficiency: The ESNG Early Education and Care Program's curriculum focuses on improving children's cognitive, social-emotional, motor, language, literacy, science, and math scores. The Early Childhood Program is aligned with the Head Start School Readiness Framework, the Georgia Early Learning and Development Standards and the Common Core Georgia Performance Standards for K-12, which includes the English Language Arts Standards and the Math and Science Standards. ESNG also has implemented a Science, Technology, Engineering, and Math Program into our Early Education Program and implemented the Raising a Reader program to enhance literacy for the children and their families.

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B. Ensure Safety and Justice - Alternatives to unhealthy behaviors in children and youth AND Programs addressing mental health, depression, stress, trauma and anxiety:

ESNG's Early Education and Care Program has a strong focus on the social-emotional development of young children. Social-emotional development refers to a child's capacity for self-confidence, trust, and empathy, as well as the capacity to develop competencies in language usage and cognitive curiosity. Strong social-emotional development is a predictor of later academic social and emotional success. The foundations of social competence that are developed in the first five years are linked to emotional wellbeing and affect a child's later ability to functionally adapt in school and to form successful relationships throughout life. - National Scientific Council on the Developing Child. ESNG started the first Early Childhood Mental Health Program in Georgia to provide early identification and treatment to those children who were demonstrating challenges in their social-emotional development. We know that relationships formed with primary caregivers, family members, and others are the vehicle that drives social-emotional development. Therefore, our program holds monthly parent training to focus on parent-child relationships and parent education concerning their child's development. Environmental toxins, abuse, poverty, and community violence are all environmental factors that affect social-emotional development, and our Family Support Services work with families to address these issues and identify community resources to provide assistance. In addition, children who need individualized or further mental health services will receive treatment from a licensed mental health professional. Treatment methodologies include Child-Centered Play Therapy (CCPT), which is Trauma-informed. CCPT is a developmentally responsive, play-based mental health intervention for young children experiencing social, emotional, behavioral, and relational disorders. CCPT is typically delivered in 16-20 weekly, 45-minute individual play sessions. ESNG also offers Child-Parent Psychotherapy (CPP), a heavily studied and validated intervention treatment model for children 0 – 6 years old who have experienced trauma and/or are experiencing mental health or behavioral problems, including post-traumatic stress disorder.

C. Programs and Services Focusing On MBK Milestones: Our early childhood development centers serve 788 Fulton County children ages 3-5 years old annually. 424 are males, with over 93% being boys of color. By participating in our comprehensive program, these young boys will have access to not only a quality early education program that includes early literacy and S.T.E.M but also the basic health, nutrition, and mental health services they need to get them ready for school and life. As mentioned under the Kindergarten Readiness priority, ESNG’s Early Education and Care Program's curriculum focuses on improving children's cognitive, social-emotional, motor, language, literacy, science, and math scores. The Early Childhood Program is aligned with the Head Start School Readiness Framework, the Georgia Early Learning and Development Standards and the Common Core Georgia Performance Standards for K-12, which includes the English Language Arts Standards and the Math and Science Standards. ESNG also has implemented a Science, Technology, Engineering, and Math Program into our Early Education Program and implemented the Raising a Reader program to enhance literacy for the children and their families.

IV. Community Collaboration Easter Seals North Georgia works with many organizations to achieve its vision that every child will start school healthy and ready to learn. The following is a partial list of community partners:

1. Fulton County Department of Health and Wellness: ESNG Early Childhood Education Program partners with the Fulton County Department of Health and Wellness in several ways. First, ESNG ensures that all enrolled children receive physicals, well-baby checks, and ongoing medical treatment. Many of our children receive these services through Fulton County's Department of Health and Wellness. Also, Easter Seals North Georgia's early childhood centers are inclusive environments for children of all abilities. Thirty percent of the children enrolled have a disability. To ensure that children with disabilities receive the necessary early intervention services, the organization has partnered with the Fulton County Department of Health and Wellness which administers the early intervention service, Babies Can't Wait. The Babies

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Can't Wait Program provides physical, occupational, speech therapy and special instruction to children with disabilities enrolled in our centers. Therapy is provided in a child's natural environment, which is in the early education center. Finally, ESNG's Early Education and Care Program has a Health Care Advisory Council which meets to discuss community healthcare needs along with issues accessing health care. Fulton County's Department of Health and Wellness is represented on this Council.

2. Auditory Verbal Center: The Auditory Verbal Center is a nonprofit organization that will provide hearing screenings to the children enrolled in the early education and care program. Auditory Verbal Center has been a recipient of the FRESH grant in past years.

3. Brenau University: Brenau University Nursing Students provide physical, growth assessment, and blood pressure checks to the children enrolled in the early education and care program.

4. Help a Child Smile: This organization is a mobile dental health provider that brings its dental van to our centers to provide: dental examinations, cleaning, dental x-rays, treatment plans, and restorations to the children enrolled in the program. Children enrolled in the summer program will have access to dental services as necessary.

5. Marcus Autism Center: Through a partnership with the Marcus Autism Center, ESNG staff screen young children using a new, more sensitive assessment tool that can detect potential autism diagnoses as early as nine months old.

6. Georgia Department of Early Care and Learning: ESNG offers English language learners a summer program for rising Kindergartners. The extra two-month session allows English language learners the opportunity to be exposed to school concepts before the school year begins.

7. Nicholas House: ESNG's Early Education and Care Program partners with Nicholas House to assist families who are homeless. Nicholas House is the only shelter in Atlanta that helps homeless families regardless of family makeup with housing and a path to self-sufficiency.

8. North Fulton Community Charities: ESNG's Early Education and Care Program's two centers located in North Fulton partner with North Fulton Community Charities for families needing emergency financial assistance with rent and utilities. We also refer families to North Fulton Community Charities who need additional food, to access their Food Pantry and also to participate in their Family Enrichment Program.

Designation of CSP Funds:

Based on the awarded amount of **$50,000.00,** 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,

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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.)	$0.00
Operational	$0.00
Direct Services	$50,000.00
Total	$50,000.00

Explanation of Funding Details:

This funding will assist in covering the cost of lead teachers, teachers' assistants, and nutrition techs as well as food costs not covered by CACFP funding.

Program Performance Measures:

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Easter Seals North Georgia, 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 boys/young men of color benefiting from My Brother's Keeper (MBK) Alliance six National Milestones...,Number of families attending support sessions and family engagement opportunities,Number of students assessed as ready for kindergarten,Number of youth involved with or at risk for involvement with the Juvenile Justice System...,Number of youth/teens receiving referrals to behavioral health, evidence based programming/other supportive services

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:

Program Performance Measures/Key Performance Indicators

A. Program Goals

There are three main goals of the early education and care program.

1. The program provides young children living in poverty with the skills, tools, and knowledge they need to start Kindergarten.

2. The program offers comprehensive care, including nutrition, disability, and mental health services to ensure that children start Kindergarten healthy.

3. The program provides the children's families with Support Services, including case management, parent education and training, and community resources, to reach self-sufficiency and support their children's learning.

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B. Methods Used to Attain Goals and Track Outcomes

Easter Seals North Georgia develops and implements all its programs using evidence-based practices and research. The organization has been tracking child and family outcomes related to the effectiveness of its programs for more than 20 years.

1. Kindergarten Readiness: ESNG utilizes the evidence-based Creative Curriculum which is based upon developmentally appropriate practices to achieve Kindergarten Readiness. The organization measures child outcomes for our early education program using standardized and evidence-based assessments. Three times a year - beginning, middle, and end of the school year - we measure children's developmental levels within ten domains using the evidenced-based Teaching Strategies Gold. During each assessment period, we measure the number of children who have met or exceeded developmental expectations in each of the ten developmental domains. Every child enrolled has an Individualized Care Plan, with goals specific to each child. Goals achieved within their plans are reviewed three times a year.

2. Child Health: ESNG follows the guidelines set by the American Academy of Pediatrics' Well-Child Care Visits, as well as the schedule of Child Screenings and Assessments to achieve Child Health and Wellness goals. Every child receives developmental, mental health, and Autism screenings within the first 45 days of enrollment. Children identified through the screenings are evaluated by the Lead Education Agency Partners and our Early Childhood Mental Health staff for diagnosis and treatment. An Individualized Education Plan is developed with specific goals and services for children with identified needs. Child outcomes are assessed by reviewing progress made on the goals and objectives in the child's IEP. All children receive well-child visits, including vision, hearing, physicals, and immunizations during the first 90 days of enrollment. Children also receive follow-up care as prescribed. ESNG tracks the number of children who receive these services and follow-up care within the prescribed time. Children identified with ongoing health care needs, such as disease management, allergies, etc. are placed on a Health Care Plan. The Program's Health Specialist ensures that the child receives the necessary health treatment and that the goals of the Health Care Plan are implemented and achieved.

3. Self-Sufficiency: Every family enrolled in our early childhood program develops a Family Partnership Agreement (FPA) to ensure they reach their goals related to increased self-sufficiency. The Family Support Advocates conducts a Family Assessment within 90 days of enrollment. Goals are established based on results from the Family Assessment Form (FAF). This assessment tool allows our social workers to identify strengths in family functioning. These are then built into the FPA and developed through goal-setting and casework. By focusing on both strengths and concerns, the FAF enables social workers to look at multiple dimensions of family functioning and develop a comprehensive and meaningful understanding of the family. It assesses strengths as well as needs in six areas of family functioning: living conditions, financial conditions, interactions between adult caregivers, interactions between caregivers and children, support available to the family and stimulation available to the children.

Please see attached Major Milestones to be achieved with a supporting schedule.

C. Data Collection Tools

1. Kindergarten Readiness –

Teaching Strategies GOLD is used to track child outcomes related to Kindergarten Readiness across ten developmental domains. This assessment is administered by the classroom teaching team three times per year. GOLD is formatted for

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the Head Start Outcome Framework providing information in all of the necessary domains as listed in the framework. The results are analyzed across classes and centers and are used to assess child progress. This data is analyzed for outliers related to child progress. Additional training or resources are implemented to improve performance.

-An Individualized Child Plan is developed for every child enrolled in the program. Child outcomes related to this plan are assessed every six months.

2. Child Health –

Child Plus Data Collection System is used to track well-child visits, physicals, dental, and follow-up care.

-The Ages and Stages Questionnaire-3 is used to screen children to identify special needs. The Smart ESAC is used to screen children for Autism. The Early Childhood Mental Health Screen is administered to all children to identify possible mental health concerns. The Devereux is administered to provide a full assessment of children with mental health concerns. This assessment is administered upon identification and at the end of the school year to assess gains and outcomes across areas of child resiliency.

3. Self-Sufficiency –

The Family Assessment Form is used to collect data related to areas of family functioning. It assesses strengths as well as needs in six areas of family functioning: living conditions, financial conditions, interactions between adult caregivers, interactions between caregivers and children, support available to the family and stimulation available to the children. This assessment is administered during the first 90 days of enrollment and at the end of the program year to determine progress.

-The Family Partnership Agreement contains goals and objectives developed from the results of the Family Assessment Form. Goals on the FPA are reviewed every six months to determine progress. Review of the Family Partnership Agreement assures communication between the agency and family. It documents service delivery to families and the degree to which families are moving or have moved toward self-sufficiency while enrolled.

-Pre- and Post-tests are administered for monthly Parent Training to measure the degree to which program participants have increased their knowledge of effective parenting strategies.

D. County Defined Key Performance Indicators

ESNG's Early Childhood Education Program will track the following County defined Program Measures and Key Performance Indicators:

1. Children and Youth Services: Number of students assessed as ready for Kindergarten.

-This measure will be tracked as described above using Teaching Strategies Gold, assessing the children's skills across ten developmental domains three times per year.

-By December 31st, 145 children will have had an Individualized Care Plan created with child-specific goals. Child outcome data will be collected, resulting in 90% of the children being at or above developmental expectations across six domains, including Social-Emotional, Physical, Language, Cognitive, Literacy, and Math.

2. Children and Youth Services: Number of boys of color benefitting from services filling opportunity gaps defined by My Brother’s Keeper Milestones.

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-This measure will be tracked through our enrollment roster and our Childplus Database.

-By December 31st, 50% of the children benefitting from the services will have been young boys of color.

3. Children and Youth Services: Number of youth receiving referrals to behavioral health and other supportive services

-ESNG will track outcomes related to who receives mental health services by the number of referrals within our program or to outside sources

-By December 31st, 92% of the children will have had a Mental Health and Disability screening, and 22% of those screened are expected to require further evaluation or referrals.

4.Children and Youth Services: Number of families attending support sessions and family engagement opportunities.

-By December 31st, 80% of parents will have attended a parent meeting or training or have volunteered in their child's center.

5. Children and Youth Services: Number of youth 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.)

-ESNG will track this by the number of suspensions or delinquent behavior reports

-ESNG expects to have 0 or less than 1% of delinquent behavior reports due to Behavioral Health Services and Teacher Training

6. Health and Wellness: Number of individuals connected to available resources to help mitigate illness and health disparities

-ESNG will track the number of preventative and ongoing services as well as health plans to include general health, dental, chronic health, and healthy weight

- By December 31st, 145 children will have received well-child visits, including vision, hearing, physicals, and immunizations.

7. Homelessness rate: Number of potential instances of homelessness prevented or rehousing services

-This outcome will be tracked from results obtained using the Family Assessment Form as described above. ESNG will track the number of families who are homeless and those who move from homelessness to secure housing.

- 2% of the 145 children/families served are expected to have been homeless or at risk of homelessness.

E. Health and Human Services Key Indicators

ESNG's Early Childhood Education Program will track the following County defined Program Measures and Key Performance Indicators:

1.Prevent health disparities by educating residents and connecting them to available resources

Number of children without health insurance:

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- ESNG will track the number of children with and without a medical home and the number of children without health insurance.

- By December 31st, all of the children will have found a medical home.

Number of people who receive behavioral health services:

- Also included in our county-defined measures above, ESNG will track outcomes related to who receives mental health/behavioral health services by the number of referrals within our program our to outside sources.

- By December 31st, we expect that 22% of the children screened will require further services or evaluation.

2. Help residents realize their educational potential through our community services programs

Percentage of students overachieving each year:

- This measure will be tracked as described above using Teaching Strategies Gold, assessing the children's skills across ten developmental domains three times per year. We will track the percentage of children exceeding developmental expectations.

- 90% of the children will be at or above developmental expectations by December 31st.

3. Support the vulnerable residents in our social services

Number of people who receive permanent supportive housing and support services:

- ESNG will track the number of children and families working with a Family Support Advocate, how many received housing support, and how many received other related case management support.

- By December 31st, 100% of the children will have worked with a Family Support Advocate and received Case Management Support. 2% are expected to have needed housing or other emergency support.

Agency Defined Performance Measure(s):

Agency Defined Performance Measures

1. Child Health: Number of children who receive Child Well-care visits as defined by the AAP. This data will be collected by reviewing child physicals & well-care visit reports. The information will be documented in our Child Plus database.

- By December 31st, 145 children will have received well-child visits, including vision, hearing, physicals, and immunizations.

2. Child Health: Mental Health. ESNG will track outcomes related to who receives mental health services. ESNG will administer the Devereux Early Childhood Assessment twice per year to track progress on outcomes related to Child's

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Resiliency.

-By December 31st, 92% of the children will have had a Mental Health and Disability screening, and 22% of those screened are expected to require further evaluation or referrals.

3. Self-Sufficiency: ESNG will track outcomes related to achieving goals in the Family Partnership Agreement. These goals were developed from the results of the Family Assessment Form which assesses families' strengths and needs. Goal achievement will be tracked every six months.

-By December 31st, 100% will have created a FPA, and 94% will have achieved or made progress towards achieving their PFCE objectives.

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**.

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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

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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 **$50,000.00.**

(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

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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

DocuSign Envelope ID: A273A3DE-8CDF-4927-BD17-78D1510B9FCD

137 Peachtree Street, SW
Atlanta, Georgia 30303

To Contractor:

Easter Seals North Georgia, Inc.
815 Park North Blvd
Clarkston, Georgia 30021

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.

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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

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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 **Easter Seals North Georgia, 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

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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

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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

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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.

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STATE OF GEORGIA

COUNTY OF FULTON

FORM F: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services[1] under a contract with **[insert name of prime contractor (Agency)]** Easter Seals North Georgia, 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.

190140
EEV/Basic Pilot Program* User Identification Number

Easter Seals North Georgia, Inc.
Name of Contractor (Agency)

BY: Authorized Signature of Officer or Agent of Contractor

CEO / President
Title of Authorized Officer or Agent of Contractor of Contractor

Donna Davidson
Printed Name of Authorized Officer or Agent of Contractor

Sworn to and subscribed before me this Mon day of Feb. 26, 2024

Notary Public: Valerie J. Dixon

County: Fulton

Commission Expires: 7.26.27

VALERIE J. DIXON NOTARY PUBLIC My Commission Expires July 26, 2027 FULTON COUNTY, GEORGIA

[1]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.

[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].

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STATE OF GEORGIA

Not Applicable

COUNTY OF FULTON

FORM G: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT

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

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

_____
Name of Subcontractor (Individual/Agency)

_____
BY: Authorized Signature Officer or Agent of Subcontractor

_____
Title of Authorized Officer or Agent of Subcontractor

_____
Printed Name of Authorized Officer or Agent of Subcontractor

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

Notary Public: _____

County: _____

Commission Expires: _____

[3]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.

[4]*[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].

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Client#: 653249 EASTESEALS12

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/17/2024

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Marsh & McLennan Agency LLC
11330 Lakefield Drive
Suite 100
Johns Creek, GA 30097-1508

CONTACT NAME:
PHONE (A/C, No, Ext): 770-476-1770 FAX (A/C, No): 770-476-3651
E-MAIL ADDRESS: sharon.phillips@marshmma.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : GuideOne Elite Insurance Co.	42803
INSURER B : GuideOne Insurance Company	15032
INSURER C : Bridgefield Casualty Ins. Company	10335
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Easter Seals North GA, Inc.,
815 Park North Boulevard
Clarkston, GA 30021

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			CPP010036372	02/01/2024	02/01/2025	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$300,000
							MED EXP (Any one person)	$20,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$3,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$3,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY			BAP010036373	02/01/2024	02/01/2025	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR			UMB010036374	02/01/2024	02/01/2025	EACH OCCURRENCE	$5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$5,000,000
	DED X RETENTION $2500							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			19650305	02/01/2024	02/01/2025	X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N	N / A					E.L. EACH ACCIDENT	$1,000,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000
A	Professional Liab			CPP010036372	02/01/2024	02/01/2025	$1mil EhClaim/$3mil Agg	
A	Sexual Misconduct			CPP010036372	02/01/2024	02/01/2025	$1mil EhClaim/$3mil Agg	

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

Continued Certificate Holder: Fulton County Government, Its Employees, Servants and Agents

(GL)Blanket Additional Insured per Additional Insured-Owners, Lessees or Contractors-Scheduled Person or Organization Form #CG 20 10 04 13

(GL)Blanket Waiver of Subrogation per Commercial General Liability Coverage Form # CG 00 01 04 13

CERTIFICATE HOLDER

Fulton County Government
141 Pryor ST SW
Atlanta, GA 30303-3408

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

PETER J. KRAUSE

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JOSAP

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

OWNER:

FULTON COUNTY, GEORGIA

DocuSigned by:
Robert L. Pitts
BA715B1A26544E7...

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST:

DocuSigned by:
Tonya R. Grier
EEC476C4837648D...

Tonya R. Grier
Clerk to the Commission

DocuSigned by:

(Affix County Seal)

CONTRACTOR:

VENDOR NAME **Easter Seals North Georgia, Inc.**

DocuSigned by:
Donna Davidson
1007C50F17C44F4...

Name of Signatory: Donna Davidson
Title of Signatory: President/Ceo

Authorized Signature

ATTEST:

DocuSigned by:
Kristin Hill
BF5A556953C24DE...

Name of 2nd Signatory: **Kristin Hill**
Title of 2nd Signatory: **Grant Writer/Communications Specia**

Second Authorized Signature

DocuSigned by:

(Affix Corporate Seal, if applicable)

APPROVED AS TO FORM:

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

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FULTON COUNTY

CONTRACT DOCUMENTS

FOR

REQUEST FOR PROPOSAL 24RFP013124C-MH

2024 CONSOLIDATED COMMUNITY SERVICES PROGRAM

FOR

DEPARTMENT OF COMMUNITY DEVELOPMENT

OF

FULTON COUNTY, GEORGIA

DocuSign Envelope ID: 87537422-135E-4FDB-94DE-E946E4408642

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 **The Investors Academy 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:

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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

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ARTICLE I - PARTIES AND TERM:

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

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

(c) Nothing contained in this Agreement shall be 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: Veterans Services

CCSP Funding Priority(ies):

Children and Youth: Not Applicable

Disabilities: Not Applicable

Economic Stability: Not Applicable

Health and Wellness: Not Applicable

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Homelessness: Not Applicable

Senior Services: Not Applicable

Veterans Services: Veterans Transitional Assistance. Includes housing, jobs, basic needs, disability assistance...

The Investors Academy Inc, Our Veteran's Excelling For Life 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
IA Resource Center/ Food Pantry	122 Howell Dr. Sw	Atlanta	Ga	30331	5	4
Veterans Housing Program	1102 Joseph e boone blvd	Atlanta	Georgia	30314	1	4
IA Warehouse Training Facility	4507 mills place sw Suite I	Atlanta	Georgia	30336	4	5

Approach and Design:

The Investors Academy Inc, Our Veteran's Excelling For Life will provide services to **18** clients that reside in Fulton County, with CCSP funding.

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The Investors Academy Inc, will provide the following activities and services in Fulton County with CCSP funding:

The Veterans Housing and Support program implemented by The Investors Academy in Fulton County, GA, will focus on addressing the following “Homeless and Housing Funding Priorities” strategic priority area program objectives:

VSP Funding Priorities:

I. Veterans Transitional Assistance:

Our program will provide transitional housing to homeless vets, offer job readiness training and placement, supply food to hungry vets, and support disabled vets with healthcare linkages, as well as those with mental and substance abuse disorders. These transitional services align with our mission of supporting underserved individuals on their pathway to self-sufficiency.

- Veterans Living in Poverty to Receive Basic Needs: We will offer daily free meals/healthy food, housing, financial training, and substance abuse support programs to identified struggling vets in Fulton County, assisting them on their pathway to self-sufficiency. This initiative aims to provide resources to underserved individuals, facilitating their transition to self-sufficient lives. By addressing hunger and homelessness, we enable stability and empower individuals to focus on productive income activities to meet their basic needs.

- Housing Support: The housing program aims to alleviate homelessness and suffering among at-risk groups, including disabled/injured/mentally ill veterans, chronically ill individuals, elderly, victims of domestic abuse, people living with HIV, and those with disabilities. Our efforts contribute to ending homelessness in Metro Atlanta by providing short and long-term accommodation and support services such as job training, placement, healthcare referrals, counseling, and guidance.

- Veterans Employment and Employment Training: The Investors Academy offers an on the job paid training and placement program integrated into the veterans housing and support, assisting veterans in Fulton County in acquiring necessary job search skills, business start-up guidance, interview preparation, placement, and performance. The program equips unemployed and homeless veterans with skills for employment, promoting self-sufficiency.

II. Veterans Homelessness and Housing:

- Veterans Homelessness: This program's primary focus is on addressing veterans' homelessness. We have previously supported over 200 veterans in obtaining transitional and permanent housing/ linkages. In Fulton County, we aim to assist homeless and needy veterans by providing rental assistance, transitional and permanent housing linkages, as well as basic needs such as food and clothing. The requested funds are crucial to expanding our reach. Our housing program prioritizes rapid permanent housing placement and stabilization for all homeless individuals living at or below 80% of the Area Median Income.

- Specific Activities and Services Provided: The Veterans Housing and Support Program will conduct outreach drives across Fulton County to identify and register homeless veterans, provide housing support

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including rental assistance and transitional facilities, offer job training and placement services, financial coaching, and mental healthcare and substance abuse/alcoholism support.

III. How the Activities and Services will be Accomplished:

- Program Implementation: Activities will be planned, scheduled, and implemented from January 2024 to December 2024, with regular meetings for planning, evaluation, and improvement. A dedicated team of staff and volunteers will facilitate program operations, document activities, and compile progress reports for stakeholders.

- Community Collaborative Relationships: Partnerships with local communities, leaders, faith-based groups, veteran affairs associations, and local governments will be essential for outreach, resource access, and referrals. Utilizing local solutions and resources will enhance program effectiveness and benefit the larger community.

In conclusion, The Investors Academy's Veterans Housing and Support Program aims to address homelessness and housing needs among veterans in Fulton County, GA, through a comprehensive approach focused on transitional assistance, employment training, and community collaboration.

Designation of CSP Funds:

Based on the awarded amount of **$100,000.00,** 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

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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.)	$5,000.00
Operational	$45,000.00
Direct Services	$50,000.00
Total	$100,000.00

Explanation of Funding Details:

The funds will support various initiatives, including hands-on paid training in the warehouse, rental and direct deposit assistance on an as-needed basis, operational costs for the warehouse training facility and housing facility, and expenses related to community resources such as the food pantry, where the programs are implemented.

Program Performance Measures:

The Investors Academy Inc agrees to track and report program performance to the Fulton County Department of Community Development.

County Defined Performance Measure(s):

Children and Youth: Not Applicable

Disabilities: Not Applicable

Economic Stability: Not Applicable

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Health and Wellness: Not Applicable

Homelessness: Not Applicable

Senior Services: Not Applicable

Veterans Services: Number of Veterans placed in Permanent Supportive Housing,Number of Veterans placed in Transitional Housing,Number of Veterans receiving referrals to behavioral health and other supportive services

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

The program utilizes several key performance indicators (KPIs) to track and report program outcomes effectively. These KPIs are crucial in assessing the program's success and impact. Here are some examples of the program measures/KPIs utilized:

1. **Participant Enrollment:** Tracking the number of participants enrolled in the program provides insight into the program's reach and effectiveness in engaging the target population.
2. **Program Completion Rate:** Monitoring the percentage of participants who successfully complete the program helps evaluate its retention and completion rates, indicating its effectiveness in meeting participant needs and goals.
3. **Employment Placement Rate:** Measuring the percentage of participants who secure employment after completing the program demonstrates its success in preparing individuals for the workforce and facilitating job placement.
4. **Income Growth:** Tracking changes in participants' income levels before and after program completion helps assess the program's impact on improving economic stability and financial well-being.
5. **Skills Development:** Assessing participants' acquisition of new skills and knowledge through program activities and training sessions indicates the program's effectiveness in enhancing participants' capabilities and employability.
6. **Client Satisfaction:** Gathering feedback from participants through surveys or interviews measures satisfaction levels with program services and experiences, providing valuable insights for program improvement and refinement.
7. **Retention Rates:** Monitoring the retention of participants in employment or educational opportunities over time indicates the program's success in promoting long-term stability and success.

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8. **Cost-Effectiveness:** Evaluating the program's efficiency in achieving outcomes relative to its costs helps assess its cost-effectiveness and informs resource allocation decisions.

By tracking and analyzing these key performance indicators, the program can effectively measure its progress, identify areas for improvement, and demonstrate its impact to stakeholders, funders, and the community.

Agency Defined Performance Measure(s):

The agency will report on the following Agency-defined performance measures during the contract period:

1. Participant Enrollment Rate: Tracking the number of individuals enrolled in the program during the contract period.
2. Program Completion Rate: Monitoring the percentage of participants who successfully complete the program within the specified timeframe.
3. Employment Placement Rate: Measuring the percentage of program participants who secure employment within a set period after completing the program.
4. Client Satisfaction: Assessing participant satisfaction with program services and experiences through surveys or feedback mechanisms.
5. Retention Rates: Monitoring the retention of participants in employment or educational opportunities over time.
6. Outcome Achievement: Evaluating the extent to which participants achieve program-defined outcomes, such as increased income, improved skills, or housing stability.

These performance measures will be regularly monitored and reported on to assess the effectiveness and impact of the program during the contract period.

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.

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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

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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 **$100,000.00.**

(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,

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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.

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(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:

The Investors Academy Inc
122 Howell Drive SW
Atlanta, Georgia 30331

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

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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

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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.

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Contractor acknowledges that **The Investors Academy 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,

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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:

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(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.

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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.

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STATE OF GEORGIA

COUNTY OF FULTON

FORM F: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services[1] under a contract with **[insert name of prime contractor (Agency)]** _____ 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.

1289563
EEV/Basic Pilot Program* User Identification Number

The Investors Academy 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

Monica McKenzie
Printed Name of Authorized Officer or Agent of Contractor

Sworn to and subscribed before me this 22nd day of February, 2024.

Notary Public: Patricia Cirko

County: Gwinnett

Commission Expires: 2-28-26

PATRICIAJOYCE MARIE DAMBACH CIRKO
NOTARY PUBLIC
GWINNETT COUNTY, GEORGIA
MY COMMISSION EXPIRES FEBRUARY 28, 2026

[1]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.

[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].

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STATE OF GEORGIA

COUNTY OF FULTON

FORM G: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT

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

1289563
EEV/Basic Pilot Program* User Identification Number of Subcontractor

The Investors Academy Inc
Name of Subcontractor (Individual/Agency)

BY: Authorized Signature Officer or Agent of Subcontractor

Executive Director
Title of Authorized Officer or Agent of Subcontractor

Marita McKenzie
Printed Name of Authorized Officer or Agent of Subcontractor

Sworn to and subscribed before me this 22nd day of February, 2023.

Notary Public: Patricia Joyce Dambach-Cirko

County: Gwinnett

PATRICIA JOYCE MARIE DAMBACH CIRKO
NOTARY PUBLIC
GWINNETT COUNTY, GEORGIA
MY COMMISSION EXPIRES FEBRUARY 28, 2026

Commission Expires: 2-28-24

[3]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.

[4]*[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].

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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

State Farm

REBECCA DAVIS STATE FARM AGENCY
7580 SPRINGBOX DRIVE STE 230
FAIRBURN, GA 30213

CONTACT NAME: REBECCA DAVIS, AGENT
PHONE (A/C, No, Ext): 770-306-0935 FAX (A/C, No): 770-964-0703
E-MAIL ADDRESS: REBECCA.DAVIS.F6BL@STATEFARM.COM

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : State Farm General Insurance Company	25151
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

THE INVESTORS ACADEMY INC
122 HOWELL DRIVE SW
ATLANTA, GA 30331

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	X		91-GM-A762-1	10/12/2023	10/12/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG [ ]	$ 1,000,000 $ 300,000 $ 5,000 $ $ 2,000,000 $ $
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [X] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			C354491-C19-11	03/19/2024	09/19/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) [ ]	$ 1,000,000 $ $ $ $
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			91-GT-X360-2	04/06/2023	04/06/2024	EACH OCCURRENCE AGGREGATE [ ]	$ 1,000,000 $ 1,000,000 $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $

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

Certificate holder is an additional insured per the Coverage Form attached to this policy.

CERTIFICATE HOLDER

Fulton County Government – Purchasing Department
130 Peachtree Street, S.W. Suite 1168
Atlanta, Georgia 30303-3459

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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

OWNER:

FULTON COUNTY, GEORGIA

DocuSigned by:
Robert L. Pitts
BA715B1A26544E7...

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST:

DocuSigned by:
Tonya R. Grier
EEC476C4837648D...

Tonya R. Grier
Clerk to the Commission

DocuSigned by:

(Affix County Seal)

CONTRACTOR:

VENDOR NAME **The Investors Academy, Inc.**

DocuSigned by: Name of Signatory: Montra McKenzie
Montra Mckenzie Title of Signatory: Program Manager/E.D
22CB2904C2A84E4...

Authorized Signature

ATTEST:

DocuSigned by: Name of 2nd Signatory: **Tracy Green**
Title of 2nd Signatory: **Tracy green**
81EF47FC6EC041E...

Second Authorized Signature

(Affix Corporate Seal, if applicable)

APPROVED AS TO FORM:

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

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FULTON COUNTY

CONTRACT DOCUMENTS

FOR

REQUEST FOR PROPOSAL 24RFP013124C-MH

2024 CONSOLIDATED COMMUNITY SERVICES PROGRAM

FOR

DEPARTMENT OF COMMUNITY DEVELOPMENT

OF

FULTON COUNTY, GEORGIA

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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 **Agape Community Center, 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:

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INDEX OF ARTICLES

ARTICLE 1. PARTIES AND TERM

ARTICLE 2. SCOPE OF CONTRACTOR'S DUTIES

ARTICLE 3. COMPENSATION FOR SERVICES

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ARTICLE 5. INDEMNIFICATION

ARTICLE 6. TERMINATION OF AGREEMENT FOR CAUSE

ARTICLE 7. INDEPENDENT CONTRACTOR STATUS

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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

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ARTICLE I - PARTIES AND TERM:

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

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

(c) Nothing contained in this Agreement shall be 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: In school Afterschool Out of School Programs to help bring up academic...,Programs and services focusing on one or more of the six National Milestones of My Brothers Keeper...,Programs focusing on kindergarten readiness...

Disabilities: Not Applicable

Economic Stability: Not Applicable

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Health and Wellness: Not Applicable

Homelessness: Not Applicable

Senior Services: Not Applicable

Veterans Services: Not Applicable

Agape Community Center, Inc., Agape In-School, After-School and Summer Camp Programs 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
Agape Youth & Family Center	2210 Marietta Boulevard NW	Atlanta	GA	30318	6	3,6
Bolton Academy	2268 Adams Drive NW	Atlanta	GA	30318	6	6
E. Rivers Elementary School	8 Peachtree Battle Ave NW	Atlanta	GA	30305	3	3,6
Sutton Middle School - 7th & 8th Grade Campus	2875 Northside Drive NW	Atlanta	GA	30305	3	3,6

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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
Sutton Middle School - 6th Grade Campus	4360 Powers Ferry Road NW	Atlanta	GA	30327	3	3,6
North Atlanta High School	4111 Northside Parkway NW	Atlanta	GA	30327	3	3,6
Scott Elementary School	1752 Hollywood Road NW	Atlanta	GA	30318	6	6
Atlanta Classical Academy	3260 Northside Drive NW	Atlanta	GA	30305	3	6

Approach and Design:

Agape Community Center, Inc., Agape In-School, After-School and Summer Camp Programs will provide services to **205** clients that reside in Fulton County, with CCSP funding.

Agape Community Center, Inc., will provide the following activities and services in Fulton County with CCSP funding:

ACTIVITIES AND SERVICES PROVIDED THAT WILL SUPPORT ONE OR MORE OF THE CCSP FUNDING PRIORITIES AND HOW THEY WILL BE ACCOMPLISHED

Agape's In-School, After-School and Summer Camp Programs directly align with three (3) of the CCSP funding priorities include the following:

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- 1) Children and Youth Services - Kindergarten readiness (and early childhood development ages 3-5 years); Achievement of elementary and middle school reading level targets;
- 2) Children and Youth Services – In-school/Afterschool/ Out of School Programs to help bring up academic and social/behavioral levels of school-aged youth; and,
- 5) Children & Youth Services - Programs and services focusing on one or more of the six National Milestones of My Brother's Keeper (MBK) Alliance.

The Agape In-School, After-School and Summer Camp Programs provide 205 Fulton County youth with resources to achieve reading literacy and math proficiency, graduate on-time, and have access to college, vocational school or workforce opportunities. Activities and services offered to each child include over 1,000+ hours of educational achievement, enrichment, and wraparound services each year, accomplished through the following:

- **In-school programming** for elementary, middle and high school students that provides advocacy for children in the schools Agape serves and links with teachers and counselors to be a liaison between the school and the family;
- **After-school programming** for elementary, middle and high school students that offers one-on-one academic support and enriching experiences while providing a safe place for children, eliminating barriers to success;
- **Summer camp** that ensures our students learn during summer months and avoid the "summer slide" that children from low-income families experience at higher rates;
- **Critical household and wraparound resources** including nutritious meals daily and free transportation, as well as supply-filled backpacks at the start of each school year.

In-school programming - CYS CCSP Priorities 1, 2, and 5 are addressed by the In-School Program.

Agape continues a long-standing partnership with Atlanta Public Schools, which embeds Agape Education Specialists, many of whom are bilingual, in each of the five (5) schools we support. Agape implemented the In-School Support model to provide academic support and counseling and Push In/Pull Out support for struggling students to ensure student retention and to address language barriers. Agape's partner schools provide dedicated space within the school where Education Specialists meet with students one-on-one and in small groups to guide them to educational success. Each specialist is integrated into the school day, creating a seamless experience for the children from the school day into Agape's after-school program, attending PTSA meetings and parent/teacher conferences and translating meetings and school-related documents. Education Specialists provide academic support through tutoring and test preparation and serve as liaisons between the family and the school for non-Native-English-speaking parents and guardians. With the consent of parents, specialists receive student progress reports directly from the schools, enabling Agape to closely monitor each student's academic progress. Agape has a three-year memorandum of understanding with partner schools.

After-school programming - CYS CCSP Priorities 1, 2, and 5 are addressed by the After-School Program.

In addition to Agape's high-quality in-school program, we provide after-school programming that reinforces a continuum of academic support from the in-school setting, offering individualized tutoring and homework assistance, literacy and math enrichment, holistic health activities and character-building workshops. Each week during the school year, Agape Youth Instructors lead classes of students through three hours of program.

During academic hours, Youth Instructors and volunteers use resources including My Backpack, other math and literacy apps, and other virtual tools to support learning. Our reading curricula including Heggerty Curriculum for Phonemic

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Awareness, Cupp Readers, and resources from the Atlanta Speech School's Cox Campus as well as leveled reading books for K-5th grade. Staff and volunteers can read books with each student on their individual reading level. Our dedicated volunteers serve as Homework Buddies to the same student or small group of students, providing tutoring and academic support while building long-term positive relationships.

Agape's after-school program partners enhance the enriching activities we offer. The after-school programs meet Monday through Friday for 32 weeks each year following the Atlanta Public Schools calendar, serving kindergarten through 12th grade students. In addition, our education team offers academic interventions for students who are at-risk academically and to address learning loss. These intervention sessions are offered in-school and after-school to address deficits in skills mastery and are on average 25 minutes. In Fall 2023, we offered 785 academic interventions totaling 376 hours working with students one-on-one or in small groups.

For our teens, Agape also emphasizes post-graduation planning throughout the afterschool program. Agape creates individual goal planning for each high school student. They attend North Atlanta High School where, due to population size, they could easily get lost or not receive the necessary guidance to properly make a post-graduation plan. Specialists have developed grade-level benchmarks to ensure our students remain on track to graduation with a post-secondary plan. Our students attend annual college tours during spring break and receive exposure to various career opportunities through our Corporate Tutor program where corporate employees speak to the students about varied career options. We host resume writing and ACT/SAT preparation classes and workshops and expose our students to options including getting work experience while in high school and pursuing trades that generate a livable wage. We also help students apply for and attend college and provide support for application fees, books and computers, MARTA cards, and other needs to remove barriers to successfully completing a degree or working full time. We also have launched the Agape Mentoring Institute, which promotes graduation for high school students while teaching life skills, expanding social development and ensuring exposure and access to post-secondary options.

Summer Camp - CYS CCSP Priorities 1 and 5 are addressed through Summer Camp.

Agape's summer programming, which focuses on physical fitness, character development, and STEAM, helps to further close the achievement and opportunity gap. The goals of summer camp are to reduce summer learning loss, build healthy lifestyle habits, and discover new interests. Our summer learning units also focus on introducing new concepts in science, social studies and creative arts to provide opportunities for learning acceleration for our students.

Camp JumpSmart (CJS) is an early reading initiative for rising Kindergarten, 1st and 2nd graders. It occurs over an eight-week period during the summer. Pre-K students are assessed for reading level and proficiency at the start and conclusion of the camp. In addition, CJS offers math, science, arts and crafts, cooking and field trips. In 2023, CJS offered academic hours every Monday to Wednesday. Students received a total of 40 hours of academic instruction during camp (20 hours of ELA/Reading instruction and 20 hours of Math instruction). Mystery Readers regularly joined our enrichment day, providing Agape Board Members and other community volunteers the opportunity to read a book to our campers and interact with them. CJS provided students with a copy of each Mystery Reader book to build their personal libraries at home and to foster a love for reading. In 2023, all pre-K students in CJS were prepared for kindergarten, as indicated by their first term grades of Satisfactory for reading and math in Fall 2023.

GoGirlGo! & FIT Camp are active-based camps with incorporated literacy support for rising 3rd-5th grade students. Agape offers a robust math and literacy curriculum within the full-day camp program to address learning loss and provide critical support for below grade level learners. Integrated supports in CJS, GoGirlGo!, and FIT Camp help English Language Learners achieve grade-level reading standards.

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Comprehensive Supports - CYS CCSP Priority 1, 2 and 5 are addressed through our comprehensive supports including Social-Emotional Learning, Wellness Programming and our Child and Family Advocate.

Comprehensive supports provided by Agape include Social-Emotional Learning (SEL), STEAM enrichment programming, wellness programming, transportation to and from Agape, household resources, as well as Dinner for Kids.

Agape prioritizes student well-being, and Social Emotional Learning (SEL) is a critical component of the education process. Not only does it impact the academic lives of students, but it also has a tremendous effect on their happiness and decision-making abilities as adults. Our emphasis on SEL will improve students' social, emotional, and academic skills and strengthen relationships among students and between students and teachers. Moreover, it will influence our youths' ability to make healthy choices in their behavior and education. We expect to see four targeted areas of growth in our students' lives: positive social behavior, fewer conduct problems, less emotional distress, and improved academic performance. We are applying evidence-based SEL strategies from the CASEL Framework. Agape utilizes the Second Step Social Emotional Learning curriculum, the same used in APS, which strengthens Agape's out of the classroom' partnership with APS. We also use a well-being indicator called the WIT-Y Assessment to assess the social-emotional health of our students. We focus on five domains, including mental health, physical health, cognitive health, purpose, and relational health. We use this feedback to consistently find new ways to support our students. Finally, we partner with organizations like CHRIS 180 and Silence the Shame to provide clinical support and workshops onsite to help us provide youth and their families with greater resources to address wellness needs and ensure that our students succeed. Our Child and Family Advocate makes referrals to additional resources, as appropriate.

One of the key features of Agape's innovative and hands-on programming is its ability to engage students in their learning. During our after-school program, our program team also leads academic enrichment activities to increase engagement and student well-being. In addition to the social-emotional curriculum, Agape integrates engaging STEAM lessons and physical wellness activities. Our STEAM lab and Tech Lab were updated in 2023 to provide access to cutting-edge technology and resources. We have partnered with Good Sports and the Atlanta Hawks to further support physical wellness and healthy lifestyle activities.

Agape vans and buses offer free transportation to and from our center every day during the academic year program and summer camp. They also provide support for field trips, campus tours, and other day trips for our students. We also provide a hot nutritious meal before the children are transported home each day. In the fall semester of 2023, the Agape buses and vans safely transported our students 10,590 miles.

Agape revamped our Back-to-School event in 2023 to better serve the students and families enrolled in our program. The Back to School Bonanza provides wrap-around services and resources to prepare our students to be ready for Day One of school. We have always provided backpacks and school supplies and will add clothing and shoes. In addition, we intend to offer haircuts, vaccines and dental and vision screenings.

Our program team is consistently working to identify ways to improve through undergoing a Continuous Quality Improvement process. We are integrating the David P. Weikart Center for Youth Program Quality Model throughout our programming. In addition, Agape is training youth instructors on trauma-informed behavior management, which will be led by our Child and Family Advocate.

We included our program schedule as an attachment, demonstrating the breadth of support provided each day to our students.

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ADDRESSING MORE THAN THREE (3) FULTON COUNTY "HEALTH & HUMAN SERVICES" KEY PERFORMANCE INDICATORS

Through the In-School, After-School and Summer Camp Programs, Agape addresses all five (5) of the Health and Human Services Key Performance Indicators underneath the Strategic Objective defined as "Help residents realize their educational potential through our community services and library programs."

Agape addresses Fulton County's Key Performance Indicator of **the percentage of high school students who meet literacy requirements** through our focus on literacy from the beginning of their time with Agape by striving to increase reading proficiency among low-income students. Our senior class of 2024 has an average of 10 years with Agape. Each year we offer our students over 1,000 hours of support to meet their academic goals.

Agape addresses Fulton County's Key Performance Indicator of **the percentage of high school students who graduate on time** through providing continuous academic support, educational interventions as needed and supporting our high school students with planning and resources for post-graduation. We currently have 10 seniors on track to graduate in May 2024. Given that Agape is a long-term solution to the complex challenge of generational poverty, we encourage enrollment in our program as early as possible so that we have the critical time necessary to support our students on their trajectory toward graduation and post-graduation success. Notably, 14 of our high school graduates spent 13 years in our program, beginning in Kindergarten. Agape was honored to be part of their academic journey.

Agape addresses Fulton County's Key Performance Indicator of **the percentage of third through fifth graders who meet target reading levels**, **the percentage of sixth through eighth graders who meet target reading levels,** and **the percentage of students over achieving each year** through our focus on literacy and comprehensive academic supports throughout our programming. Agape understands the relationship between 3rd grade reading proficiency and high school dropout rates and has made reading an important skill for Agape students to master early. We consistently observe progress in our students' academic performance and effectively support those who are top-performing or over-achieving. The Fall 2023 MAP Scores for our students reflect that 42% of students scored on or above grade level in Reading, with seven (7) students performing in the top 25%. The Winter MAP Scores for our students reflect that 41% of students scored on or above grade level in Reading, with 10 students performing in the top 25%.

Our Dinner for Kids program also addresses all of the key performance indicators above as it is a critical support to our students in their academic efforts. Food insecurity is a growing problem in many of Atlanta's communities, particularly Agape's service area of northwest Atlanta, and is a reality for many of the families we serve. While northwest Atlanta has experienced tremendous redevelopment, poverty remains a barrier for many living beyond the renovated main streets. Many of the households in our service area live in poverty, which has negative effects on a child's life such as limited academic support and repeating cycles of generational poverty. Dinner for Kids is incorporated into all of our after-school and summer camp offerings and ensures that students receive a healthy snack upon arrival and a hot meal (during the academic school year) or a hot lunch (during the summer months) before returning home each day. While it is not our main focus of this proposal, Agape also addresses Fulton County's Strategic Objective to prevent health disparities by educating residents and connecting them to available resources and the performance indicator of residents who experience food insecurity. We address this key performance indicator through our Dinner for Kids program.

INSTANCES OF COMMUNITY COLLABORATIVE RELATIONSHIPS TO ASSIST ORGANIZATION IN ADDRESSING THE NEED

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In addition to our strategic partnership with Atlanta Public Schools, Agape has established key partnerships to offer a variety of academic enrichment, technology, and preventive health and wellness programs. These partnerships include Ivy Tutors Network, Buckhead Christian Ministries, Fernbank Museum and the Latin American Association. Agape partners with various groups throughout the year to help support the health and well-being of our students. Silence the Shame (mental health), CHRIS 180 (mental health), Open Hand (healthy lifestyles), Street Smart Youth Prevention (prevention program) and American Red Cross (CPR/First Aid Training for staff) are some of these partnerships. There are also community-based partnerships that foster an environment that support active lifestyles, like Soccer In The Streets, and partnerships with local sports teams such as the Atlanta Braves that engage students in athletic fun. Students also experience various field trips that involve outdoor movement and environments, like hiking trails and/or overnight outdoor tent experiences with Julie's Dream.

Agape also engages corporate partners and civic, faith-based and school groups, which provide volunteer support as well as in-kind and financial contributions. Our corporate tutors speak to the students about varied career options and offer job shadow days. As an example, Truist Bank provides engaging financial literacy training for our older teens called "Reality Checks." Selig Enterprises and Your 3rd Spot are corporate partners that support Agape initiatives and student activities through hosting events and engaging their employees. We also have a three-year partnership with Buckhead Rotary, which will increase volunteer engagement efforts throughout our program. Our CEO, Nell Benn, has recently become a member of this chapter. We are also part of a cohort with Learn4Life called "Literacy and Justice for All" where we receive literacy training through the Atlanta Speech School's Cox Campus. We have included our 2024 Program Partnerships as an attachment.

Designation of CSP Funds:

Based on the awarded amount of **$50,000.00,** 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,

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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.)	$0.00
Operational	$0.00
Direct Services	$50,000.00
Total	$50,000.00

Explanation of Funding Details:

Agape will spend 100% of the Fulton County CCSP grant in the Direct Services cost category. The CCSP funds will support a portion of the salaries for three (3) Agape program staff: the Director of Programs and Partnerships and three (3) Youth Education Specialists. We plan to allocate the $50,000 in the following way: $30,000 for Director of Programs and Partnerships, $10,000 for Youth Education Specialist #1 and $10,000 for Youth Education Specialist #2. These individuals will help accomplish the outcomes and performance measures that Fulton County wants to achieve through effective and efficient youth prevention and intervention programs. Agape's team of direct service staff is committed to ensuring that every child in our program is well-prepared for kindergarten, receives necessary support both in and out of school, and is on the right track to becoming self-sufficient and positive contributors to society. To achieve this goal, each student is provided with over 1,000 hours of personalized attention, with the staff serving as liaisons in their schools, participating in parent-teacher conferences, educating parents about evidence-based tools and resources that can enhance their child's academic success, and guiding students through grade-level transitions towards high school graduation and college or entering the workforce. The team also provides tutoring and coaching to volunteer homework buddies, and teaches math and reading to help each child realize their educational potential. Our direct services staff also work closely with any program partners to provide further support to our students.

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Program Performance Measures:

Agape Community Center, 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 boys/young men of color benefiting from My Brother's Keeper (MBK) Alliance six National Milestones...,Number of Elementary and middle schools' students meeting target reading level,Number of families attending support sessions and family engagement opportunities,Number of school-aged youth engaged in/benefiting from In school/ Afterschool/ Out of School Programs...,Number of students assessed as ready for kindergarten

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:

EXPLANATION OF THE METHODS TO BE USED AND THE SPECIFIC GOALS TO BE OBTAINED

Our In-School, After-School and Summer Camp Programs focus on the following key performance indicators to ensure that we achieve our mission and meet our performance measures:

- Literacy growth and grade level proficiency in math
- Student well-being
- Physical health and nutrition
- Academic Success
- High School Graduation

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- Post-Graduation Placement.

Agape utilizes key tools for academic, social and emotional development, including one-on-one counseling and mentorship, academic coaching and individual education plans, and group forums. In order to ensure we are making progress toward our performance goals, our program staff monitors student and family participation, attendance and retention, standardized test scores, grades, and survey data as well as social integration.

MAJOR MILESTONES TO BE ACHIEVED WITH A SUPPORTING SCHEDULE

Agape's programming is results-driven, and program success is based on the following goals:

- Retention: 85% of students will reenroll in our program for 2023-2024 (reported annually in September)
- Program satisfaction: 90% of our students, parents and teachers will report satisfaction with Agape's programs (reported annually in June)
- Literacy growth and math proficiency: 40% of students will score average or above average on MAP reading and math tests provided by partner schools; measured by student MAP scores in reading and math provided by partner schools (reported three times per year in October, February and June)
- Social-Emotional Growth: 90% of students will report Agape has helped them improve their social and emotional skills (reported annually in June)
- Academic success: 80% of students will achieve an 80 GPA or higher (reported quarterly)
- High school graduation: 100% of enrolled seniors will graduate from High School (reported annually in June).

We have attached our 2022-2023 Impact Report, which showcases our data-driven and systematic approach to achieving our performance metrics.

Agape's program year follows Atlanta Public Schools' academic year (August through May). New students are enrolled at the beginning of each school year in August. Summer camp programming occurs in June and July of each year. Fulton County's 2024 CCSP funding would be utilized for the spring semester of the 2023-2024 school year (January – May 2024); Summer 2024 (June – July 2024) and the fall semester of the 2024-2025 year (August – December 2024).

Please see the supporting Schedule for data reporting below:

Quarter	Academic Data Reported	Attendance and Retention Data Reported	Social Behavioral Data	Demographic Data
Quarter 1 (January - March 2024)	-MAP Scores reported in January -Progress reports and report card data tracked	-Daily Attendance tracked -Second semester returning student data		

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Quarter 2 (April - June 2024)	- End of Year MAP Scores reported -Progress reports and report card data tracked -High school graduation rate finalized	-Daily Attendance tracked -Summer program attendance tracked	-WIT assessment results -Student, parent, and teacher surveys complete	-New kindergarten student enrollment data collected before camp
Quarter 3 (July - September 2024)	-Beginning of Year MAP Scores reported -Progress Reports and report card data tracked	-Daily Attendance tracked -Year to Year student retention data final -New enrollment finalized	-Summer surveys complete	-New student enrollment data collected for Fall enrollment
Quarter 4 (October - December 2024)	-Progress Reports and report card data tracked	-Daily Attendance tracked		

SPECIFIC DATA COLLECTION TOOL(S)/SOURCE(S) USED TO REPORT PROGRESS ON PERFORMANCE MEASURES

Agape uses various data collection tools and sources to track and report progress on performance measures such as academic data, attendance, retention, social/behavioral data, and demographics. All program-related data is stored in Blackbaud, an interactive database for program participant data, as well as Excel. Information collected includes data from students, parents, volunteers, schools, and other partner organizations.

Academic Data:

Each child's academic progress is evaluated by collecting progress reports and report cards—provided directly to Agape staff by Atlanta Public Schools. Scores are evaluated regarding goals including pass/fail, matriculation to the next grade and achievement of an 80+ GPA. Successful transition to the next grade level is reported in final report cards, which are kept in student progress files.

APS' assessment tool, the Measures of Academic Progress (MAP), is administered three times each year in August, January and May. Agape has access to these assessments, which inform our lesson plans and individualized goals. Our

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partner schools provide comparison data including national norms as well as peers within the schools that are not enrolled in Agape. With mid-year MAP assessments, Agape evaluates the effectiveness of the support we are providing to our students and adjusts the program for the second semester as needed. Agape uses MAP scores from the end of the school year, administered in May, to inform learning plans during summer camp based on students' strengths and weaknesses. MAP data is critical to our ability to assess literacy levels of our students as we work toward Fulton County's strategic priority area of helping residents achieve their educational potential. Specifically, MAP data tells us the percentage of high school students who are meeting literacy requirements; the percentage of sixth through eighth graders who meet target reading levels and the percentage of third through fifth graders who meet target reading levels. MAP data also reports the percentage of students overachieving each year.

Attendance/Retention Data:

Agape staff tracks daily attendance, new and returning student ratios and year-to-year retention rates. Numerous studies examining after-school program-related achievements indicate a strong correlation between student attendance and positive academic and social outcomes. In a recent study published in the Child Development Research journal, researchers found that students with the greatest increase in academic skills were highly engaged in activities and attended the after-school program regularly. Conversely, those who attended sporadically did not achieve the same gains as their regularly-attending peers. Agape's attendance policy and strong parent-student-school interaction fosters active engagement. While Agape encourages student involvement in extracurricular activities, enrolled families are aware that the expectation is that students attend Agape programming at least three times per week.

Program retention is a critical component to helping our students remain on track to achieve their academic goals and graduate from high school. In the 2024 senior class, the average length of participation in Agape is 10 years. High School graduation is the ultimate marker of the success of our program. Since 2009, we have maintained a 95% graduation rate.

Social/Behavioral Data:

We are informed of behavioral incidents and parent conferences, and daily behavioral information, participation and progress notes are recorded in the Blackbaud client database by program staff. We collect program satisfaction ratings at the end of each school year from our parent, teacher and student surveys, with an additional program satisfaction survey after summer camp.

Agape utilizes a well-being indicator (WIT-Y Assessment) to better assess the social-emotional health of our students. We assess five domains-mental health, physical health, cognitive health, relational health, and purpose. We survey older elementary, middle and high school students. The findings will be used to better support our students and inform our social-emotional learning activities.

Demographic Data:

Household demographic information is collected via enrollment applications and parent and student surveys. Data collected includes family size and income, federal benefits received, and transportation and insurance information.

Agape's Director of Strategy and Outcomes who is responsible for collecting and analyzing program data, managing the program's database, tracking Agape's impact, guiding the program strategically, and ensuring quality improvement. Our overall program progress is also reviewed by the CEO each month. This data is used to communicate the impact of our programs and measure growth.

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SELECTED COUNTY DEFINED PERFORMANCE MEASURES TO REPORT ON DURING THE CONTRACT PERIOD

Children & Youth Services Fulton County defined performance measures that Agape will report on include the following:

- Number of students assessed as ready for kindergarten; 5
- Number of Elementary and middle school students meeting target reading level; 64
- Number of school-aged youth benefiting from Afterschool/Out of School Programs to help bring up academic and social/behavioral levels; 205
- Number of families attending support sessions and family engagement opportunities; 90
- Number of boys and young men of color benefiting from My Brother's Keeper programs and services that address persistent opportunity gaps (defined by six National Milestones of My Brother's Keeper (MBK) Alliance); 112.

Agency Defined Performance Measure(s):

AGENCY DEFINED PERFORMANCE MEASURES TO REPORT ON DURING THE CONTRACT PERIOD

In addition to the Fulton County defined performance measures, Agape has selected Four Agency defined performance measures to report on during the contract period including:

- Number/Percentage of Agape students who maintain an 80% grade point average or better: 80%
- Number/Percentage of Agape students who successfully advance to the next grade level: 100%
- Number/Percentage of Agape high school seniors who graduate high school on time and transition to college, vocation or full time employment: 100%
- Number/percentage of Agape students who believe Agape has helped them improve their social and emotional skills: 90%

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.

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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

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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 **$50,000.00.**

(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,

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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.

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(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:

Agape Community Center, Inc.
2210 Marietta Boulevard NW
Atlanta, Georgia 30318

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

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

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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

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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.

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Contractor acknowledges that **Agape Community Center, 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,

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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:

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(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.

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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.

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STATE OF GEORGIA

COUNTY OF FULTON

FORM F: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services[1] under a contract with **[insert name of prime contractor (Agency)]** Agape Community Center 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.

NBEN7280
EEV/Basic Pilot Program* User Identification Number

Agape Community Center Inc.
Name of Contractor (Agency)

Nell Benn
BY: Authorized Signature of Officer or Agent of Contractor

Chief Executive Officer
Title of Authorized Officer or Agent of Contractor of Contractor

Nell Benn
Printed Name of Authorized Officer or Agent of Contractor

Sworn to and subscribed before me this 6th day of February, 2024.

Notary Public: Tiffany Neatories Lloyd

County: Gwinnett

Commission Expires: 03/01/2024

Tiffany Neatories Lloyd
Notary Public, Gwinnett County, Georgia
My Commission Expires 03/01/2024

[1]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.

[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].

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STATE OF GEORGIA

COUNTY OF FULTON

FORM G: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT

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

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

Not Applicable
_____
Name of Subcontractor (Individual/Agency)

_____
BY: Authorized Signature Officer or Agent of Subcontractor

_____
Title of Authorized Officer or Agent of Subcontractor

_____
Printed Name of Authorized Officer or Agent of Subcontractor

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

Notary Public: _____

County: _____

Commission Expires: _____

[3]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.

[4]*[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].

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/16/2024

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	**CONTACT NAME:** Kim Langley
Relation Insurance, Inc. 5825 Medlock Bridge Parkway Johns Creek GA 30022	**PHONE (A/C, No, Ext):** (678) 740-0241 **FAX (A/C, No):** (678) 740-0241 **E-MAIL ADDRESS:** kim.langley@relationinsurance.com
INSURED Agape Community Center, Inc. dba Agape Youth and Family Center 2210 Marietta Boulevard Atlanta GA 30318	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** GUIDEONE SPECIALTY INSURANCE CO **INSURER B :** GUIDEONE INSURANCE CO **INSURER C :** Technology Insurance Co **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 2024-2025 COI **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	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	10027473	01/01/2024	01/01/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Professional Liability	$ 1,000,000 $ 1,000,000 $ 5,000 $ 1,000,000 $ 3,000,000 $ 3,000,000 $ $1M/$3M agg.
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY	Y	Y	10027474	01/01/2024	01/01/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	[X] UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [X] RETENTION $ 2,500	Y	Y	10027475	01/01/2024	01/01/2025	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N [ ] If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		TWC4347992	01/01/2024	01/01/2025	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 500,000 $ 500,000 $ 500,000
A	Property			10027473	01/01/2024	01/01/2025	Building Limit: Personal Property Limit: Deductible:	$6,979,500 $507,510 $2,500

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

Policy No. 10027473 provides sexual misconduct liabiity coverage with an occurrence limit of $1M; aggregate limit of $3M and medical expense of $1,000; no deductible applies.
Additional insured status is provided to Fulton County Government, its employees, servants and agents on a blanket basis under form GCG 65 10 07 14 with waiver of subrogation under the general liability and under form GCA 23 00 02 19 with waiver of subrogation under the auto liability.
The insured's coverages are primary and non-contributory.
The umbrella coverage is following form.

CERTIFICATE HOLDER

Fulton County Government
141 Pryor Street, SW
Atlanta GA 30303-3408

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Kim Langley

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

OWNER:

FULTON COUNTY, GEORGIA

DocuSigned by:
Robert L. Pitts
BA715B1A26544E7...

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST:

DocuSigned by:
Tonya R. Grier
EEC476C4837648D...

Tonya R. Grier
Clerk to the Commission

DocuSigned by:

(Affix County Seal)

APPROVED AS TO FORM:

DocuSigned 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

CONTRACTOR:

VENDOR NAME **Agape Community Center, Inc.**

DocuSigned by:
Nell Benn
5C3B6A5891714F4...

Name of Signatory: Nell Benn
Title of Signatory: CEO

Authorized Signature

ATTEST:

DocuSigned by:
Danielle Boyd
F4B648446F31418...

Name of 2nd Signatory: **Danielle Boyd**
Title of 2nd Signatory: **Chief Development Officer**

Second Authorized Signature

DocuSigned by:

(Affix Corporate Seal, if applicable)

Please select RM or 2ND RM from the checkbox

RM **X** **2ND RM**

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

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FULTON COUNTY

CONTRACT DOCUMENTS

FOR

REQUEST FOR PROPOSAL 24RFP013124C-MH

2024 CONSOLIDATED COMMUNITY SERVICES PROGRAM

FOR

DEPARTMENT OF COMMUNITY DEVELOPMENT

OF

FULTON COUNTY, GEORGIA

DocuSign Envelope ID: B959942E-D223-45B6-A330-722C83D038D4

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 **Wings for Kids** (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:

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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

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ARTICLE I - PARTIES AND TERM:

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

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

(c) Nothing contained in this Agreement shall be 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...,In school Afterschool Out of School Programs to help bring up academic...,Programs focusing on kindergarten readiness...

Disabilities: Not Applicable

Economic Stability: Not Applicable

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Health and Wellness: Not Applicable

Homelessness: Not Applicable

Senior Services: Not Applicable

Veterans Services: Not Applicable

Wings for Kids, Wings for Kids Afterschool 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
Wings for Kids at Mary M. Bethune Elementary School (BES)	5925 Old Carriage Drive	Atlanta	GA	30349	5	5
Wings for Kids at William M. Boyd Elementary School (WMB)	1891 Johnson Road NW	Atlanta	GA	30318	4	4
Wings for Kids at Heritage Academy (HAS)	3500 Villa Circle SE	Atlanta	GA	30354	5	5

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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
Wings for Kids at Emma Hutchinson Elementary School (EHES)	650 Cleveland Avenue SW	Atlanta	GA	30315	NA	NA
Wings for Kids at Fickett Elementary School (FES)	3935 Rux Road SW	Atlanta	GA	30331	NA	NA

Approach and Design:

Wings for Kids, Wings for Kids Afterschool Program will provide services to **50** clients that reside in Fulton County, with CCSP funding.

Wings for Kids, will provide the following activities and services in Fulton County with CCSP funding:

Wings for Kids respectfully requests $40,000 to provide high-quality, social emotional after school programming to 50 students at Bethune Elementary, Boyd Elementary, Heritage Academy, Hutchinson Elementary, and Fickett Elementary at no cost to caregivers. WINGS After School is a codified, evidence-based after school program that provides students from disadvantaged backgrounds opportunities to build key social emotional skills and to have access to otherwise unavailable extra-curricular opportunities, academic enrichment in English Language Arts, Math, and Science, educational field trips, a well-balanced meal, and a positive mentorship with a student from a local university. Social emotional learning is intentionally interwoven throughout every component of the WINGS program. WINGS is the only after school program in the U.S. focused solely on social emotional learning through a codified evidence-based model and is the only social emotional after school program in the country with positive results confirmed by a Randomized Control Trial. WINGS After School is provided for three hours every day after school, Monday through Friday, throughout the academic year.

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The WINGS After School program will take place during the award period of July 1, 2024 to December 31, 2024 from 2:30 p.m. to 5:30 p.m. each school day. During this time students receive more than 200 hours of direct programming over approximately 120 days. WINGS requires all students to commit to attending the program full-time, instead of on a drop-in basis. As a result of full-time participation, students will receive the maximum behavioral and cognitive benefits the program has to offer. WINGS programming is valued at $2,895 per student and is always provided at no cost to families.

There are four main components of WINGS programming: Community Unity, Academic Center, Choice Time, and WildWINGS. Within these blocks several program elements are provided and vary by day:

- Community Unity – 45-55 minutes of each day is focused on creating a caring community, a high-energy environment, teaching weekly social emotional learning objectives (related to relationship building, self-management, self-awareness), and character and cultural education lessons. All lessons are discussed in small groups and emphasized in programming and teachable moments throughout the academic year. Children also receive a nutritious snack during this time.
- Academic Center – 60 minutes, four times per week, during which staff, volunteers, and certified teachers provide direct academic instruction and tutoring. Students may rotate through different stations depending on their academic needs. The stations include: Homework, WINGSReads (library of books for read-alouds and discussions), Foundational Math (math board games and activities), ELA (sight words, phonics, and writing station), and STEAM (Legos, engineering projects, computer games, science experiments).
- Choice Time – 40 minutes, two times per week. Choice Time provides students with the opportunity to participate in enrichment activities such as music, photography, sports, cooking, STEM, robotics, and much more. These courses are taught by local experts and provide students with new experiences that would otherwise be inaccessible to them. In the past, students have: written and recorded their own songs in a mobile recording studio; created and cooked their own recipes with the assistance of a five-star chef; learned about mechanical engineering by building and battling robots; and participated in a range of other athletic, STEM, and artistic enrichment activities. Through Choice Time, students also develop a sense of social responsibility through various opportunities to give back to their community. Students choose a Choice Time activity and commit to it for the trimester. Studies indicate that children who participate in extracurricular activities improve academically and have greater career opportunities as adults.
- WildWINGS – Each Friday, WINGS celebrates student accomplishments with social emotional games, discussions, and role playing, summarizing and celebrating the weekly learning objective in a high-energy, exciting environment.

In addition to curriculum components, WINGS provides students with healthy snacks, a well-balanced dinner, and bus transportation home at the end of the program each day, if needed.

Children achieve their full potential when parents are engaged and supportive. According to the Annie E. Casey Foundation, “Decades of research have made one thing clear: parental involvement in education improves student attendance, social skills and behavior. It also helps children adapt better to school.” Therefore, WINGS hosts a variety of parent events that are designed to build stronger family relationships, connect parents to critical community services (such as food banks, domestic shelters, emergency bill pay services, financial literacy classes, free medical clinics, and more) and provide adult education.

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WINGS' codified and evidence-based curriculum relies on ten social emotional lessons. Each lesson is supported with a corresponding learning objective. These lessons and objectives are taught weekly and repeated multiple times throughout the year in trimesters. The trimester design reinforces social emotional skills taught earlier in the year and ensures that children who join the program midway will have the opportunity to reap the full benefits of the WINGS curriculum.

According to the Collaborative for Academic, Social, and Emotional Learning (CASEL), the short-term goals of social emotional learning programs are to: 1) promote students' self-awareness, self-management, social awareness, relationship skills, and responsible decision-making skills; and 2) improve student attitudes and beliefs about self, others, and school. WINGS developed its learning curriculum based on research provided by CASEL and by individual community need assessments. A curriculum rooted in social emotional learning provides a foundation for better adjustment and academic performance as reflected in improved grades and test scores, more positive social behaviors and peer relationships, fewer social problems, and less emotional distress.

There is a growing national awareness among educators and policymakers about the importance of social emotional development for successful student performance in pre-school and elementary school. Increasingly, school districts, including Atlanta Public School District and Fulton County School District, are incorporating social emotional learning into their district-wide strategic priorities. The five core competencies of social emotional learning are important from very early in life but are especially relevant as children begin to spend time with adults outside the home and to socialize with peers. Social emotional skills play a role in determining how well-equipped children will be to meet the demands of the classroom. They also help determine whether students are able to fully engage in learning.

How Services Will be Accomplished

Wings for Kids has successfully provided high quality after school programming in Fulton County since 2012. Students are recommended for the WINGS program by teachers, guidance counselors, and social workers. These students are from low-income or disadvantaged backgrounds, and frequently demonstrate recurring behavioral or academic issues in the classroom, and often lack support at home.

WINGS recruits full and part-time program staff from similar socioeconomic backgrounds as the children WINGS serves. Apart from school teachers, WINGS program staff are often the only adults WINGS kids know who have graduated from college. At each school, the WINGS program is staffed by a full-time Program Coordinator and Coach (PCC) and Program Administrative Assistant (PAA). WINGS PCCs and PAAs have offices at the school in order to facilitate relationships with teachers, principals, administrators, and parents.

Each year, WINGS specifically recruits college students from local universities to work directly with students as mentors. Frequently, these students are education, social work, or psychology majors. The majority of these college students will go on to utilize their training in social emotional learning to help under-resourced students nationwide as teachers, social workers, therapists, guidance counselors, school administrators, and principals. Additionally, college students serve as relatable positive role models who contribute to the high-energy, exciting environment that typifies the WINGS program.

These part-time staff members, called WINGS Leaders (WL), are responsible for small groups of ten to fifteen children in each grade from K-5. WINGS' low student-to-staff ratio of 10:1 during Academic Center and 15:1 during other components allows program staff to provide engaged, personalized support for each student. WINGS Leaders serve twenty-five hours each week for the duration of the school year and receive more than 65 hours of professional development each year. Professional development topics include cultural awareness, Diversity/Equity/Inclusion (DEI),

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best-practice social emotional learning teaching strategies, modeling positive skills, positive behavior management techniques, communication strategies, empowering students growing up in poverty, active listening, and more.

One of the most striking aspects of the WINGS After School program is the unique way in which program staff communicate with students. WINGS staff maintain affirmative tones, consistently praise students for positive behavior and encourage students to be their best selves, especially when a student makes a negative choice. When a student presents a behavioral issue, WINGS Leaders respond with empathy and active listening, modeling the social emotional skills that serve as the epicenter of the WINGS program. The communication strategy utilized by WINGS staff is a pioneering approach to educating the whole-child by prioritizing student self-esteem.

Wings for Kids was the subject of a rigorous four-year Randomized Control Trial (RCT) conducted by the University of Virginia, College of Charleston, and Yale University. The RCT confirmed that students who participate in WINGS for two years or more demonstrate improved cognitive abilities, behavior, academic performance, and better relationships with teachers and peers.

The results of the RCT also reflect the goals that the WINGS program aims to achieve. When children participate in the WINGS program for just two years, they:

- Develop strong social emotional skills;
- Demonstrate improved behavior and make more positive choices; and
- Develop a greater attachment to school and learning and reduce chronic absenteeism.

Strategic Priority Area Objectives

The WINGS After School program addresses Fulton County's strategic priority area: "Health and Human Services," and is committed to providing a safe space where the most vulnerable population can receive the care and community support they need.

The WINGS program addresses the following three Health and Human Services Key Performance Indicators (KPI):

- "Prevent health disparities by educating residents and connecting them to available resources": Number of people who receive behavioral health services. WINGS programming provides needed social, emotional, mental, and behavioral services to students through the evidence-based social emotional learning curriculum and the strong relationships that WINGS mentors build with students. Specifically, WINGS' Community Unity, Choice Time, and WildWINGS components provide opportunities for explicit and implicit social emotional skill development. In addition, through family engagement events and partnerships in the community, WINGS supports students and families with connections to behavioral specialists and intervention programs to support clinical diagnoses.
- "Help residents realize their educational potential through our community services and library programs": Percentage of third through fifth graders who meet target reading levels. WINGS programming addresses literacy by providing academic support in literacy, math, and STEM for 60 minutes per day, four days per week. The Academic Center component includes homework support, one-on-one tutoring, and academic games designed to meet target reading levels and increase competencies in literacy, math, and STEM. Moreover, research shows that a curriculum rooted in social emotional learning results in improved grades and test scores.

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- "Help residents realize their educational potential through our community services and library programs": Percentage of students over achieving each year. WINGS programming supports students' academic growth to close achievement gaps, but also, supports students' growth to exceed and excel beyond target metrics. Through a sequenced, active, focused, and explicit social emotional learning curriculum and consistent schedule of components (Community Unity, Academic Center, Choice Time, and WildWINGS), students are developing strengths and weaknesses, focus, and goal-setting strategies that enable them to meet and exceed goals.

CCSP Funding Priorities

The WINGS program addresses the following three CCSP funding priorities in the primary service category Children and Youth Services:

- "Kindergarten Readiness and Early Childhood Development for ages 3 to 5 years; Achievement of elementary and middle school reading level targets." Wings for Kids provides high quality after school programming for children ages five to eleven. For five-year-old children, the Academic Center component of the WINGS curriculum focuses on developing academic readiness skills and reading level targets, such as fine and gross motor skills, listening, understanding stories, identifying letters, phonics, counting, problem-solving, and recognizing patterns. Social emotional education is the foundation of the WINGS program. A social emotional curriculum helps young children develop and maintain social kindergarten readiness skills such as managing emotions, staying on task, getting along with others, and following rules and routines. Studies show that children from low-income households typically lag 12-18 months behind their wealthier peers developmentally and academically. Consequently, WINGS helps these children develop the readiness skills they lack.
- "Afterschool/Out of School Programs to help bring up academic and social/behavioral levels of school-aged youth (afterschool programming)." WINGS After School operates a high-quality, high-fidelity afterschool program, three hours per day, five days per week throughout the school year (on a non drop-in basis) in low student to staff ratios in Academic Center (10:1) and Enrichments (15:1) with highly trained staff. WINGS utilizes a codified, evidence-based social emotional curriculum on a daily basis to help disadvantaged elementary-aged students improve their academic competencies and develop social emotional skills such as relationship building, social awareness, self-management, responsible decision making, and self-awareness. The WINGS program is proven to improve student behavior, academic skills, cognitive abilities, bullying, hyperactivity, and relationships with peers and teachers. WINGS After School strives to close that gap and provide equity of opportunity to all students, regardless of socioeconomic background.
- "Ensure safety and justice by providing alternatives to activities and contributing factors that lead to unhealthy behaviors in children and youth." Children with strong social emotional skills lead healthier lives and are less likely to engage in risky behaviors such as substance abuse, juvenile delinquency, and crime. WINGS's social emotional curriculum helps students make responsible decisions and is proven to help students demonstrate increased positive behaviors in and out of the classroom. WINGS also reduces chronic absenteeism, disciplinary referrals, and bullying. WINGS After School provides children with a safe, positive environment and ensures that children spend less free time in neighborhoods with high crime rates.

Community Collaborative Relationships

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Wings for Kids recognizes the importance of developing and maintaining community collaborative relationships. Some of those community collaborative relationships include the Department of Family and Children Services, Georgia Department of Education, Fulton County School District, and Atlanta Public School District. WINGS' most significant partners are the five Fulton County Schools, where WINGS implements programming. Additional partners include:

- Volunteers – High school students, alternative spring break college students, retirees, members of Greek-letter organizations, and others assist with Academic Center, or work one-on-one with a child who needs extra attention. Volunteers undergo rigorous background checks and training to ensure child safety.
- Certified Teachers – WINGS contracts with teachers who ensure that the WINGS curriculum aligns with Georgia education standards. WINGS is an integral component of each school's community, not just an after school 'add-on'. WINGS strives to marry programming seamlessly with what students learn during the school day.
- In addition to the school districts and elementary schools where WINGS operates, WINGS also collaborates with a number of community partners in the region. Collaborative community relationships include organizations and local experts who teach a WINGS enrichment activity (e.g., robotics, urban gardening, foreign language, martial arts, drama, dance, and more). Community experts provide instruction during the Choice Time component of the WINGS program. Current Choice Time partners include: Girls Inc., Yes! Dance, Nexplore, Engineering for Kids, South Atlanta Tennis, Mindful ATL, Music for Kids, Football and Team Play, and Inspire Your Daughters and Sons.

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

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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.)	$2,000.00
Operational	$1,008.00
Direct Services	$36,992.00
Total	$40,000.00

Explanation of Funding Details:

Administrative:

- Chief Operating Officer to oversee grant spending and reporting: $143,000 salary and benefits allocated @ 1.40% of employee's time.

Total Administrative: $2,000

Operational:

- Allocation of General liability and accident insurance.

Total Operational: $1,008

Direct Service:

- Full-time Site Coordinators (5) to implement the program at the schools: average $43,000 salary with 8% benefits (taxes and health insurance) allocated at 11% time.
- Snacks for student participants: $1.00/snack x 50 participants x 120 days.
- Educational and instructional materials to include - arts and crafts supplies, flashcards, workbooks, and enrichment activity supplies. 50 participants x $65 in supplies per participant.

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- Staff training materials: 5 sites x $265 in training materials per site. Items include printed manuals, enrichment activities and game supplies for staff during training sessions, per diem or lunch cost for all day training.
- 1 Family Engagement event per site @ $175 per event x 5 program sites. Activity supplies and materials to include refreshments and food, engagement materials.

Total Direct Service: $36,992

Total Budget: $40,000

Program Performance Measures:

Wings for Kids 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 school-aged youth engaged in/benefiting from In school/ Afterschool/ Out of School Programs...,Number of students assessed as ready for kindergarten,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:

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Methods & Goals

WINGS seeks to achieve the following goals in Fulton County in 2024. Specific metrics for these goals are included in the County and Agency defined performance measures sub-section of this proposal:

- Provide High-Quality After School Programming: Serve 50 elementary-aged students from low-income households with high-quality afterschool programming at Bethune Elementary, Boyd Elementary, Heritage Academy, Hutchinson Elementary, and Fickett Elementary.
- Decrease Chronic Absenteeism: WINGS students will attend school regularly.
- Develop Student Social Emotional Skills: WINGS students will demonstrate a deep understanding of social emotional skills and learning objectives.
- Improve Student Behavior: WINGS students will demonstrate appropriate or improved behavior.

In order to achieve these goals, Wings for Kids relies on a codified, evidence-based social emotional curriculum, high-quality and extensively trained program staff, pioneering student engagement and communication strategies, low student-to-staff ratios, a dynamic holistic program design, close-knit relationships with school teachers and staff, collaborative partnerships with other like-minded organizations, cutting-edge evaluation tools, and discerning evaluative measures.

The results of the WINGS Randomized Control Trial (RCT) indicate that participation in the WINGS After School program for two years results in an improvement in student: cognitive development, executive function, self-regulation, academic skills, vocabulary knowledge, letter-word ID, classroom behavior, closeness, hyperactivity, and bullying. The RCT also demonstrated an overall reduction in negative classroom behaviors and improved quality of student relationships with teachers and peers. These results indicate that the WINGS program model will be successful at achieving its program goals.

The WINGS After School program is unique because ongoing evaluation is a top priority. Evaluations are conducted by program staff and teachers and use diverse evaluative tools to create a multi-dimensional picture of each student's successes, challenges, and areas for improvement. Program staff also receive ongoing feedback from colleagues and supervisors throughout the year to ensure they are providing a high-quality experience for WINGS students.

Milestones & Schedule

WINGS will adhere to the following schedule to complete program deliverables in a timely manner:

July 2024

All WINGS staff will meet over the summer to discuss program challenges, successes, and potential program changes for the upcoming school year. New WINGSLeaders will be recruited, interviewed, on-boarded, and trained, undergoing 65 hours of professional development. Evaluation data gathered throughout the academic year will be compiled, analyzed, and interim reports will be submitted to Fulton County for Q1 and Q2 (including year-end school year data). Supplies for the upcoming fall semester will be gathered. Choice Time partners (enrichment activities) for the next academic year will be confirmed and scheduled. Senior program staff will collaborate with teachers to ensure WINGS curriculum supports in-school curriculum. Program staff will schedule fall semester parent engagement events.

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Milestone: July 31, 2024 - WINGS program staff will be recruited and will complete 65 hours of training, background checks, and onboarding requirements. Evaluation data from the previous year will be compiled, analyzed, and necessary reports will be submitted. WINGS After School Programming will be scheduled to begin again in Fulton County in August 2024.

August-December 2024

New WINGS students will be registered and entered into data collection systems. Baseline evaluations will be performed by the WINGS program staff (DESSA and OKA). WINGS After School programming will take place from 2:30 to 5:30 pm, Monday to Friday, throughout the fall semester. Students will participate in Community Unity, Academic Center, Choice Time (enrichment activities), free play, snack, dinner, and WildWINGS (time to celebrate and reflect on the week's lessons) on a set schedule throughout the week. Programming will follow the school calendar. Georgia program staff will have regular weekly meetings to assess program strengths and challenges and make adjustments as necessary. WINGSLeaders will receive ongoing, weekly feedback and training from senior program staff. Senior program staff will collaborate with teachers and parents throughout the semester. Family events will be hosted periodically throughout the semester. At the end of the semester, school administrators will provide WINGS with student attendance, disciplinary referral data, and any academic/standardized test records, as available. Evaluative data will be compiled, analyzed, and a final report will be drafted.

Milestone: December 31, 2024 - WINGS After School programming will be complete for the fall semester. Evaluative data will be compiled, analyzed, and final reports are prepared.

Data Collection Tools/Sources

WINGS maintains a strong commitment to effective program evaluation. WINGS utilizes the performance management system Efforts to Outcomes (ETO) to track all key performance indicators and to assess program outcomes. This system is used to track data and report on progress by individuals and by the WINGSLeaders responsible for results. This high level of precision in record-keeping helps individualize interventions for maximum effectiveness, maintains quality, and keeps WINGSLeaders focused on how to better help students master learning objectives. WINGS also relies on the following data collection tools:

- The Devereux Students Strengths Assessment Comprehensive System – The Devereux Student Strengths Assessment (DESSA) is a standardized, norm-referenced behavior rating scale that assesses the social-emotional competencies for kids in Kindergarten through 8th grade.The DESSA is a thorough assessment of social emotional skills that provides a variety of tools to chart and communicate results, monitor progress, and evaluate outcomes. The DESSA is administered twice a year by WINGS staff to assess social emotional strengths and growth.
- The Objective Knowledge Assessment (OKA) – Twice a year, WINGSLeaders administer an OKA to each student in the WINGS After School Program. The goal of the OKA is to gauge student understanding of social emotional skills and learning objectives.
- Report cards, attendance records, disciplinary records, and standardized test results- Provided by the schools at the end of the school year; this information helps WINGS track academic success and a reduction in truancy and disciplinary referrals.

County Defined Performance Measures

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WINGS will assess students according to the following three Children and Youth Services County-defined performance measures:

- Number of students assessed as ready for Kindergarten.
- Number of school-aged youth benefiting from Afterschool/Out of School Programs to help bring up academic and social/behavioral levels.
- Number of youth 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.).

Agency Defined Performance Measures

WINGS will report on three Agency defined program performance measures:

- 60% of WINGS kids will demonstrate a deep understanding of the social emotional skills taught.
- 80% of WINGS kids will attend school 90% of the time or more.
- 60% of WINGS kids will demonstrate good or improved behavior.

Agency Defined Performance Measure(s):

WINGS will report on three Agency defined program performance measures:

- 60% of WINGS kids will demonstrate a deep understanding of the social emotional skills taught.
- 80% of WINGS kids will attend school 90% of the time or more.
- 60% of WINGS kids will demonstrate good or improved behavior.

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.

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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.

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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

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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.

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(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:

Wings for Kids
1465 Northside Dr NW Suite 212
Atlanta, Georgia 30318

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

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

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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.

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(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 **Wings for Kids**, its directors, officers, employees, agents and assigns shall have no right of redress pursuant to the Personnel Rules and Regulations of Fulton County.

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(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

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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:

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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.

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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.

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STATE OF GEORGIA

COUNTY OF FULTON

FORM F: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services[1] under a contract with **[insert name of prime contractor (Agency)]** Wings for Kids 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.

454393
EEV/Basic Pilot Program* User Identification Number

Wings for Kids
Name of Contractor (Agency)

BY: Authorized Signature of Officer or Agent of Contractor

Chief Operating Officer
Title of Authorized Officer or Agent of Contractor of Contractor

Jolie Logan
Printed Name of Authorized Officer or Agent of Contractor

Sworn to and subscribed before me this 12th day of February, 2024.

Notary Public: [signature]

County: Charleston

Commission Expires: 5/5/2024

SARAH HUEFNER NOTARY PUBLIC SOUTH CAROLINA My Commission Expires 05-05-2024

[1]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.

[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].

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STATE OF GEORGIA

COUNTY OF FULTON

FORM G: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT

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

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

NA
Name of Subcontractor (Individual/Agency)

NA
BY: Authorized Signature Officer or Agent of Subcontractor

NA
Title of Authorized Officer or Agent of Subcontractor

NA
Printed Name of Authorized Officer or Agent of Subcontractor

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

Notary Public: _____

County: _____

Commission Expires: _____

[3]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.

[4]*[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].

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/23/2024

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	CONTACT NAME: Kelly Stone	
Brown & Brown of South Carolina, Inc. 7515 Northside Dr., Suite 150 North Charleston SC 29420	PHONE (A/C, No, Ext): (843) 572-4567	FAX (A/C, No):
	E-MAIL ADDRESS: 285.certificates@bbrown.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : GuideOne Insurance Company	15032
INSURER B : Accident Fund Insurance Company of America	10166
INSURER C : United States Liability Insurance Company	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Wings For Kids Inc
476 Meeting St - Ste E
Charleston SC 29403

COVERAGES **CERTIFICATE NUMBER:** CL23101395327 **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	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y		010041740	10/10/2023	10/10/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Sexual or Phy Abuse	$ 1,000,000 $ 100,000 $ 2,000 $ 1,000,000 $ 3,000,000 $ 3,000,000 $ 1,000,000
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			010041741	10/10/2023	10/10/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) HIRED NONOWNED BI	$ $ $ $ $ 1,000,000
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			010041742	10/10/2023	10/10/2024	EACH OCCURRENCE AGGREGATE 	$ 3,000,000 $ 3,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N [ ] If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		100073033	10/10/2023	10/10/2024	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
C	Directors and Officers and EPLI			NDO1059338L	10/10/2023	10/10/2024	D&O w/$5,000 DED EPLI w/$5,000 DED	$1,000,000 $1,000,000

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

Certificate Holder is included as an additional insured with respect to the General Liability when required by written contract or agreement.

CERTIFICATE HOLDER

Fulton County Government
141 Pryor St NW
Atlanta GA 30303-3408

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Morgan Hatmaker

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ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

THIS DOCUMENT IS AN ENDORSEMENT THAT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM
HUMAN SERVICES PROFESSIONAL LIABILITY

SCHEDULE

Name of Person or Organization:
Fulton county schools
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section **II** - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule above, but only with respect to liability for "bodily injury", "property damage", "personal and advertising injury", "professional services injury", or "medically-derived injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or

2. In connection with your premises owned by or rented to you.

However:

i. The insurance afforded to such additional insured only applies to the extent permitted by law; and

ii. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section **III** - Limits Of Insurance:

If coverage provided to the additional insured is required by contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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NONPROFIT AND HUMAN SERVICES GENERAL LIABILITY ENDORSEMENT

THIS DOCUMENT IS AN ENDORSEMENT THAT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

A. SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions is amended as follows:

1. Exclusion **a. Expected or Intended Injury** is deleted and replaced with:

a. "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

2. Paragraph **(2)** under Exclusion **g. Aircraft, Auto or Watercraft** is deleted and replaced with:

(2) A watercraft that you do not own that is not being used to carry persons or property for a charge. This provision applies to any person, who with your consent, either uses or is responsible for the use of a watercraft. This insurance is excess over any other valid and collectible insurance available to any insured whether primary, excess, or contingent.

3. Paragraph **(1)** under Exclusion **j. Damage To Property** is deleted and replaced with:

(1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property, unless the damage to property is caused by your "client", in such case we will provide coverage for such "property damage" for which you are legally obligated to pay up to a $50,000 limit per "occurrence". This limit is the only limit of insurance for such "property damage" and will not be combined with the Each Occurrence Limit set for this in **Section III – Limits of Insurance** and will be included within and not in addition to the Each Occurrence Limit. Any and all damages paid under the terms and condition of this provision will further be applied against and will reduce the Aggregate Limit of Insurance shown on the Declarations page, and as provided in the Commercial General Liability Coverage Form in the same manner and in addition to all other coverages of the Commercial General Liability Coverage Form that are also subject to the Aggregate Limit. As used in this coverage extension, "client" means a person under your direct care and supervision, for whom you are providing goods or services.

4. The following is added to Paragraph **(2)** under Exclusion **b. Contractual Liability**:

We agree to indemnify the Named Insured for their liability assumed in a contract or agreement regarding the rental or lease of a premises on behalf of their "client", up to $50,000 per "occurrence". This limit of insurance is the only limit of insurance for your liability assumed in a contract or agreement regarding the rental or lease of a premises on behalf of your "client" whether or not such contract qualifies as an "insured contract". This limit will not be combined with the Each Occurrence Limit set forth in **Section III – Limits of Insurance** and is included within and not in addition to the Each Occurrence Limit. This coverage extension only applies to rental lease agreements. This coverage is excess over any liability insurance available to the "client", including but not limited to renter's insurance of the "client".

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Any and all damages paid under the terms and conditions of this provision will further be applied against and will reduce the Aggregate Limit of Insurance shown on the Declarations page, as provided in the Commercial General Liability Coverage Form in the same manner and in addition to all other coverages of the Commercial General Liability Coverage Form that are also subject to the Aggregate Limit.

As used in this coverage extension, "client" means a person under your direct care and supervision, for whom you are providing goods or services.

5. The following is added to Exclusion **n. Recall Of Products, Work Or Impaired Property**:

   This exclusion does not apply to the reimbursement of "product recall expenses" as provided under Paragraph **3.** of **SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGES A AND B**.

6. The last Paragraph of Subsection **2. Exclusions** is deleted and replaced with:

   Exclusions **c.** through **n.** do not apply to damage by fire, lightning, explosion, smoke or sprinkler leakage to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section **III** - Limits of Insurance.

B. SECTION I – COVERAGES, COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY, 2. Exclusions is amended as follows:

1. The following is added to Exclusion **j. Insureds In Media And Internet Type Businesses**:

   This exclusion does not apply to publishing, broadcasting or telecasting that is incidental to your business.

C. SECTION I – COVERAGES, COVERAGE C – MEDICAL PAYMENTS is amended as follows:

1. Subsection **1. Insuring Agreement,** Paragraph **a.(3)(b)** is deleted and replaced with:

   (b) The expenses are incurred and reported to us within three years of the date of the accident; and

2. Subsection **2. Exclusions,** is amended as follows:

   a. Exclusion **a. Any Insured** is deleted and replaced with:

   a. Any Insured

   To any insured, except "volunteer workers" or an insured as provided in **e. Athletic Activities** below.

   b. Exclusion **e. Athletics Activities** is deleted and replaced with:

   e. Athletics Activities

   To a person injured while practicing or participating in any physical exercises or games, sports or athletic contests. This exclusion shall not apply to an insured while providing instruction with respect to any of the activities otherwise excluded by this provision.

   c. Exclusion **f. Products-Completed Operations Hazard** is deleted and replaced with:

   f. Products-Completed Operations Hazard

   Included within the "products-completed operations hazard".

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This exclusion does not apply to "your products" sold for use or consumption on your premises, while such products are still on your premises.

This exclusion exception does not apply if **COVERAGE C – MEDICAL PAYMENTS** is excluded by another endorsement to this Coverage Part.

D. SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGES A AND B is amended as follows:

1. 1. b. is deleted and replaced with:

b. Up to $5,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

2. 1. d. is deleted and replaced with:

d. All reasonable expenses incurred by the insured at our request to assist us in the "suit", including actual loss of earnings up to $1,000 a day because of time off from work.

3. 1. h. is added:

h. Up to $1,000 for "property damage" to personal property of others while in the temporary care, custody or control of an insured and caused by any person participating in your organized activities. For purposes of this supplementary payment, "property damage" does not include disappearance, wrongful abstraction or loss of use. This Supplementary Payment shall only be paid on or for the account of the owner and only when other coverage or insurance is unavailable.

4. 1. i. is added:

i. The cost to replace keys and locks at the "client's" premises due to loss to keys entrusted to you by your "client", up to a $10,000 limit per occurrence and $10,000 policy aggregate. We will not pay for loss or damage resulting from theft or any other dishonest or criminal act that you or any of your partners, members, officers, "employees", "managers", directors, trustees, authorized representatives or anyone to whom you entrust the keys of a "client" for any purpose commit, whether acting alone or in collusion with other persons. The following terms, when used in this Supplementary Payment, are defined as follows:

(1) "Client" means an individual, company or organization with whom you have a written contract or work order for your services for a described premises and have billed for your services.

(2) "Employee" means:

(a) Any natural person:

(i) While in your service or for 30 days after termination of service;

(ii) Who you compensate directly by salary, wages or commissions; and

(iii) Who you have the right to direct and control while performing services for you; or

(b) Any natural person who is furnished temporarily to you:

(i) To substitute for a permanent "employee" as defined in Paragraph **(a)** above, who is on leave; or

(ii) To meet seasonal or short-term workload conditions while that person is subject to your direction and control and performing services for you.

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"Employee" does not mean:

(c) Any agent, broker, person leased to you by a labor leasing firm, factor, commission merchant, consignee, independent contractor or representative of the same general character; or

(d) Any "manager", director or trustee except while performing acts coming within the scope of the usual duties of an "employee".

(3) "Manager" means a person serving in a directorial capacity for a limited liability company.

5. Paragraph **3.** is added.

3. We will reimburse you for "product recall expenses" that you incur because of a "product recall" of "your product" that is first initiated during the policy period stated in the Declarations. The most we will reimburse you for the sum of all "product recall expenses" incurred for all "product recalls" initiated during the policy period is $50,000.

A complete accounting of "product recall expenses" must be provided upon our request, including receipts for all expenses that you incur. We will reimburse "product recall expenses" only if the expenses are incurred and reported to us within one year of the date the "product recall" was initiated.

Our obligation under this additional supplementary payment shall only apply if the "product recall expenses" are initiated in the "coverage territory" during the policy period because:

a. You determine that the "product recall" is necessary; or

b. An authorized government entity has ordered you to conduct a "product recall".

However, this additional supplementary payment does not apply to "product recall expenses" arising out of the product expiration or shelf life, a defect known by you prior to the time "your product" leaves your control or possession, or the defense of a claim or "suit" against you for liability arising out of a "product recall".

This payment will not reduce the limits of insurance.

E. Additional Exclusions

The following exclusions are added to Subsection **2. Exclusions** under **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Subsection **2. Exclusions** under **SECTION I – COVERAGES, COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY** and Subsection **2. Exclusions** under **SECTION I – COVERAGES, COVERAGE C – MEDICAL PAYMENTS**:

This insurance does not apply to:

1. Special Events Or Fundraising Events

"Bodily injury", "property damage" or "personal or advertising injury" arising directly or indirectly out of fundraising events or activities or "special events" or activities:

a. Authorized and conducted by any insured;

b. Authorized by you and conducted on your behalf by others, including but not limited to an "employee", "temporary worker", "volunteer worker", member, trustee, director, licensee, subcontractor, independent contractor, or vendor.

c. Not authorized by you and conducted on your behalf by others, including but not limited to an "employee", "temporary worker", "volunteer worker", member, trustee, director, licensee, subcontractor, independent contractor, or vendor.

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We have no obligation to defend, pay on behalf of, indemnity or incur any cost or expenses for any insured or any other person or organization seeking coverage under this insurance for that portion of any claim arising out of any fundraising event or activity or "special event" or activity.

This exclusion does not apply to any fundraising event or activity or "special event" or activity for which coverage is provided by an attached endorsement.

2. Medical Or Healthcare Services

Any claim or "suit" arising out of the rendering of or failure to render "medical or healthcare services".

3. Medically Derived Injury

Any claim or "suit" arising out of a "medically derived injury"

4. Violation Of Any Statute Or Regulation

Any liability arising out of the willful or intentional violation of any statute or regulation including but not limited to the fines and penalties assessed by a court or regulatory authority.

5. Misconduct, Molestation Or Harassment

Any "bodily injury", "personal and advertising injury", mental or emotional pain or anguish, or any defamation or slander, sustained by any person arising out of or resulting from any actual or alleged act of "abuse", "sexual misconduct or sexual molestation" or "sexual harassment" of any kind. We have no right or duty to investigate, settle, defend or pay any claim or "suit" asserting any act of "abuse", "sexual misconduct or sexual molestation", "sexual harassment" or any breach of duty contributing to or arising from such act.

6. Professional Services

Any liability arising out of any act or omission in the providing of or failure to provide "professional services".

7. Statutory Enforcement

Any liability or responsibility to meet the requirements or standards of care enforced by any department of human services, department of elder care or similar regulatory body, regardless of the law or statutory basis of such enforcement.

8. Guaranteeing Results

Including but not limited to any contract or agreement guaranteeing the results of any "professional services" or any type or form of counseling or any type or form of medical, dental, physiological, psychological, addiction, behavioral, chiropractic, holistic, or any other similar treatment.

9. Abuse

Any claim or "suit" arising out of "abuse".

F. SECTION II – WHO IS AN INSURED is amended as follows:

1. Paragraph **3.** is amended as follows:

a. Paragraph **3.a.** is replaced with:

a. Coverage under this provision is afforded only until the end of the policy period during which you acquired or formed the organization.

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b. Paragraph **3.d.** is added:

d. Coverage under this provision is afforded only when the newly acquired or formed organization operates or conducts the same or similar business as you.

2. The following is also an insured:

Broadened Named Insured – Any organization and subsidiary thereof which you control and actively manage whether through ownership of voting securities, by contract, or otherwise, on the effective date of this policy. However, coverage does not apply to any organization or subsidiary not named in the Declarations as a Named Insured, if they are also insured under another similar policy, or would have been insured but for such policy's termination or the exhaustion of its limits of insurance.

3. Each of the following is also an additional insured when you have agreed, in a written contract, that such person or organization be added as an additional insured on your policy, provided the written contract is initiated prior to an "occurrence" resulting in damages:

a. Engineers, Architects Or Surveyors

Any architect, engineer or surveyor engaged by you but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf in connection with your premises or in the performance of your ongoing operations.

However, the insurance provided to such additional insured engineers, architects, or surveyors does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

(1) The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services by or for you.

b. Owners Of Leased Land

Any person or organization from whom you lease land but only with respect to liability arising out of the ownership, maintenance or use of that part of the land leased to you.

However, the insurance afforded to these additional insured owners of leased land does not apply to:

(1) Any "occurrence" which takes place after you cease to lease that land; or

(2) Structural alterations, new construction or demolition operations performed by or on behalf of the additional insured.

c. State Or Governmental Agency Or Subdivision Or Political Subdivision – Permits Or Authorizations

Any state or governmental agency or subdivision or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

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With respect to the insurance afforded these additional insureds, this insurance does not apply to:

(1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or

(2) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

d. Contractual Obligations

Any person or organization where required by a written contract executed prior to the "occurrence". Such person or organization is an additional insured for "bodily injury", "property damage" or "personal and advertising injury" but only for liability arising out of the negligence of the Named Insured.

e. Manager Or Lessor Of Premises

Any person or organization with respect to their liability arising out of the ownership, maintenance or use of that part of the premises leased or rented to you subject to the following additional exclusions:

This insurance does not apply to:

(1) Any "occurrence" which takes place after you cease to be a tenant in that premises; or

(2) Structural alterations, new construction or demolition operations performed by or on behalf of that person or organization.

f. Lessor Of Leased Equipment – Automatic Status When Required In Lease Agreement With You

Any person or organization from whom you lease equipment when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

With respect to the insurance afforded to these additional insureds:

(1) A person's or organization's status as an additional insured ends when their contract or agreement with you for such leased equipment ends; and

(2) This insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

g. Vendors

Any person or organization but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business .

The insurance afforded the vendor does not apply to:

(1) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

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(2) Any express warranty unauthorized by you;

(3) Any physical or chemical change in the product made intentionally by the vendor;

(4) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(5) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

(7) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(8) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(a) The exceptions contained in Subparagraphs **(4)** or **(6)**; or

(b) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

h. Funding Source

Any person or organization with respect to their liability arising out of:

(1) Their financial control of you, or

(2) Premises they own, maintain or control while you lease or occupy those premises. This insurance does not apply to:

(a) Any "occurrence" or offense which takes place after you cease to lease or occupy those premises; or

(b) Structural alterations, new construction and demolition operations performed by or for that person or organization.

i. State Or Governmental Agency Or Subdivision Or Political Subdivision – Permits Or Authorizations Relating To Premises

Any state or governmental agency or subdivision or political subdivision but only with respect to the following hazards for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:

(1) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners, or decorations and similar exposures;

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(2) The construction, erection, or removal of elevators; or

(3) The ownership, maintenance, or use of any elevators covered by this insurance.

However,

(1) A person or organization is an additional insured under this provision only for that period of time required by the written contract;

(2) No such person or organization is an insured under this provision if such person or organization is included as an insured by an endorsement issued by us and attached to the Commercial General Liability Coverage Form;

(3) The insurance afforded to such additional insured only applies to the extent permitted by law; and

(4) The insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

j. Medical Directors and Administrators

Your medical directors and administrators but only while acting within the scope of and during the course of their duties as such. Such duties do not include the furnishing or failure to furnish "professional services" or "medical or healthcare services" as a physician or psychiatrist in the treatment of a patient.

k. Home Care Providers

At the first Named Insured's option, any person or organization under your direct supervision and control while providing on your behalf private home respite or foster home care for the developmentally disabled. Such duties do not include the furnishing or failure to furnish "professional services" or "medical or healthcare services" in the treatment of a patient.

4. With respect to the insurance afforded to these additional insureds, identified in Paragraph **F.3.** of this endorsement, the following is added to Section **III** – Limits Of Insurance:

The most we will pay on behalf of the additional insured is the lesser of:

a. The limit of insurance required by the contract or agreement; or

b. The amount of coverage available under the applicable Limits of Insurance shown in the Declarations;

This provision shall not increase the applicable Limits of Insurance shown in the Declarations.

G. SECTION III - LIMITS OF INSURANCE is amended as follows:

1. Paragraph **1.** is deleted and replaced with:

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

a. Insureds;

b. Claims made or "suits" brought;

c. Persons or organizations making claims or bringing "suits" or

d. Policies involved.

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2. Paragraph **6.** is deleted and replaced with:

   6. Subject to Paragraph **5.** above, the most we will pay under Coverage **A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to or temporarily occupied by you with permission of the owner, is the higher of $1,000,000 or the amount shown in the Declarations for the Damage To Premises Rented To You Limit.

   However, if damage by fire to premises rented to you is not otherwise excluded, the word fire in the above paragraph is replaced with fire, lightning, explosion, smoke or sprinkler leakage.

3. Paragraph **7.** is deleted and replaced with:

   7. Subject to Paragraph **5.** above, the most we will pay under Coverage **C** will be the higher of $20,000 or the amount shown in the Declarations for the Medical Expense Limit, for all medical expenses because of "bodily injury"sustained by any one person.

   This provision does not apply if **COVERAGE C – MEDICAL PAYMENTS** is excluded by another endorsement to this Coverage Part.

4. The following is added to **SECTION III – LIMITS OF INSURANCE**:

   a. If two or more policies or Coverages issued by us apply to the same insured and these policies or Coverages also apply to the same claim or "suit" the maximum amount we will pay as damages under all of the policies or Coverages will not exceed the highest applicable Limit of Insurance that applies to any one of the policies or Coverages.

   This condition does not apply to any insurance that was purchased specifically to apply in excess of the applicable Limits of Insurance shown in the Declarations.

H. SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS is amended as follows:

1. Subsection **4. Other Insurance**, Paragraph **b. Excess Insurance,** Subsection **(1)(a)(ii)** is replaced with the following if damage to premises rented to you is not otherwise excluded:

   ii. That is fire, lightning, explosion, smoke or sprinkler leakage insurance for premises rented to you or temporarily occupied by you with permission of the owner.

2. Subsection **8. Transfer Of Rights Of Recovery Against Others To Us** is amended to include:

   However, the insured may waive the insurer's rights of recovery prior to the occurrence of a loss, provided the waiver is made in a written contract.

3. The following condition is added:

   10. Liberalization

   If we revise this NONPROFIT AND HUMAN SERVICES GENERAL LIABILITY ENDORSEMENT to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

I. SECTION V – DEFINITIONS is amended as follows:

1. Subsection **3.** "Bodily injury" is deleted and replaced with the following:

   3. "Bodily injury" means physical injury, sickness, or disease sustained by a person, including death of a person resulting from any of these. "Bodily injury" also means mental injury, mental anguish, humiliation, or shock sustained by a person, if directly resulting from physical injury, sickness, or disease sustained by that person.

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2. Subsection **4.** "Coverage territory"is deleted and replaced by the following:

4. "Coverage territory" means anywhere in the world provided that the claim is made, and any "suit" that may arise therefrom is filed, within the United States of America (including its territories and possessions), Puerto Rico or Canada, unless further restricted by endorsement.

3. Paragraph **9.** "Insured Contract" subsection **a.** is replaced by the following:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke or sprinkler leakage to premises while retained to you or temporarily occupied by you with permission of the owners is not an "insured contract"

4. Paragraph **14.** "Personal and Advertising Injury" is amended as follows:

a. Subsection **b.** is deleted and replaced with the following:

b. Malicious prosecution or abuse of process

b. Subsection **h.** is added.

h. "Personal and advertising injury" also means injury, including consequential "bodily injury", arising out of discrimination based on race, color, religion, sex, age or national origin, except when:

(1) Done intentionally by or at the direction of, or with the knowledge or consent of:

(a) Any insured; or

(b) Any executive officer, director, stockholder, partner or member of the insured; or

(2) Directly or indirectly related to the employment, former or prospective employment, termination of employment, demotion, failure to promote or application for employment of any person or persons by an insured; or

(3) Directly or indirectly related to the sale, rental, lease or sublease or prospective sales, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured; or

(4) Insurance for such discrimination is prohibited by or held in violation of law, public policy, legislation, court decision or administrative ruling.

This coverage does not apply to fines or penalties imposed because of discrimination.

5. For the purpose of this endorsement, the following definitions are added to Section **V**:

a. "Abuse" means any actual, threatened, or alleged act, error, omission, conduct or misconduct that a claim or "suit" alleges:

(1) To be, or to constitute, any form of "abuse" (including but not limited to elder "abuse", child "abuse", patient "abuse" or "abuse" of a dependent person) under any applicable state or federal statute; and

(2) Any non-sexual assault, non-sexual battery, or non-sexual "abuse" directed at a person; and

Conduct or misconduct described above constitutes "abuse" regardless of whether or not it is alleged to be negligent, reckless, knowing, intentional, fraudulent, oppressive, malicious, or otherwise.

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However, "abuse" does not include employment-related "sexual harassment".

b. "Foster care services" means the provisions of personal care or training to a "foster child" including but is not limited to activities of any insured or of any "temporary worker", licensee, subcontractor, independent contractor, vendor or others in investigation, evaluation, counseling, treatment, training, material aid, supervision or monitoring of individuals or families, with respect to placement of a "foster child" as required by any Federal, State, or local code, regulation or ordinance.

c. "Foster child" means a child whose care and upbringing are entrusted to an adult other than the child's natural or adoptive parents.

d. "Medical or healthcare services" means any type of treatment or services provided for physical, mental, veterinary or dental care, including but not limited to:

(1) Any type or form of psychiatric counseling;

(2) Any type or form of medical, dental, physiological, psychological, addiction, behavioral, chiropractic, holistic, hospice, veterinary or any other similar treatment; or

(3) The operation of a hospital, clinic open to the general public, or other medical facility or laboratory; or

(4) The providing, prescription, dispensing, or using of drugs or medical appliances or devices.

e. "Medically derived injury" means a physical, pathologic or psychiatric trauma resulting from "medical or healthcare services" provided by a "medical professional", including death resulting therefrom, to your care recipient. "Medically derived injury" includes an aggravation of a preexisting disease or mental disorder. "Medically derived injury" does not include "property damage", "personal and advertising injury", or any injury arising from "abuse", "sexual misconduct or sexual molestation" or "sexual harassment".

f. "Medical professional" means an anesthesiologist, chiropodist, chiropractor, dentist, medical technician, midwife, nurse anesthetist, nurse, optometrist, pharmacist, physician, podiatrist, psychiatrist, psychologist, surgeon, veterinarian, x-ray therapist, or any other individual who provides preventative, curative, or rehabilitative health care services, and is licensed where required by law.

g. "Product recall" means the recall or withdrawal of "your product" from the market or from use by any other person or organization because of a known or suspected defect in "your product" which has or is reasonably expected to cause "bodily injury" or physical injury to tangible property other than "your product".

h. "Product recall expenses" mean those reasonable and necessary expenses paid and directly related to a "product recall"

i. "Professional services" means any service that:

(1) Involves specialized education, knowledge, labor, judgment, and skill, and is predominantly mental or intellectual (as opposed to physical or manual) in nature; and

(2) Is provided as part of the Named Insured's operations as a nonprofit or human services organization; and

(3) Subject to Paragraphs **a.** and **b.** above, "professional services" includes but is not limited to the following:

(a) Advice, guidance, or assistance;

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(b) Counseling;

(c) "Social work";

(d) Therapy;

(e) Daycare;

(f) "Foster care services"; and

(g) Job training, job placement, job referral, or vocational services.

However, "professional services" does not include any of the following: "medical or healthcare services" or any person or organization acting in the capacity of a "medical professional", accountant, attorney, architect, engineer, real estate manager, immigration counselor, or investment manager.

j. "Sexual harassment" means unwelcome sexual advances, requests for sexual favors, or other verbal, visual or physical conduct of a sexual nature when such conduct:

(1) Is linked implicitly or explicitly with a decision affecting a term or condition of any individual's employment;

(2) Interferes with any individual's job performance;

(3) Creates an intimidating, hostile or offensive working environment for any individual; or

(4) Arises out of or is related to an unlawful employment practice as codified at 42 U.S.C. § 2000e, et seq., or any similar state, municipal or local code, regulation or ordinance.

k. "Sexual misconduct or sexual molestation" means any activity which is sexual in nature (whether permitted or not permitted); and includes, but is not limited to: sexual assault, sexual battery, sexual relations, sexual acts, sexual activity, sexual handling, sexual massage, sexual exploitation, sexual exhibition, sexual stimulation, fondling, intimacy, exposure of sexual organs, lewd or lascivious behavior or indecent exposure, fornication, unauthorized touching, or the photographic, video or other reproduction of sexual activity.

However, "sexual misconduct or sexual molestation" does not include employment-related "sexual harassment".

l. "Social work" means any activities or methods of any insured or your "employees", agents, representatives, "volunteer workers", "temporary workers", licensees, subcontractors, independent contractors, vendors or others providing social services, including but not limited to:

(1) Investigation, treatment, or material aid for the economically, physically, mentally, or socially disadvantaged, or anyone else; and

(2) Activities such as child welfare, community physical or mental health, adoption services, personal counseling services, recreational activities, temporary housing or shelters or other similar activities.

m. "Special Event" means a sporting, cultural, business or other type of unique activity, in a certain place occurring during a limited or fixed interval of time (one-time, annual) and presented to a live audience brought together to watch or to participate. "Special events" include, but are not limited to, street fairs, music festivals, revenue generating or public relations activities, regardless of the location or relationship to the operations of any insured.

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ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

THIS DOCUMENT IS AN ENDORSEMENT THAT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM
HUMAN SERVICES PROFESSIONAL LIABILITY

SCHEDULE

Name of Person or Organization:
Pomona unified school district
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section **II** - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule above, but only with respect to liability for "bodily injury", "property damage", "personal and advertising injury", "professional services injury", or "medically-derived injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or

2. In connection with your premises owned by or rented to you.

However:

i. The insurance afforded to such additional insured only applies to the extent permitted by law; and

ii. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section **III** - Limits Of Insurance:

If coverage provided to the additional insured is required by contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective **10/10/2023** Policy No. **AF WCP 100073033 02** Endorsement No.
Insured **WINGS FOR KIDS** Premium: **$0**

Insurance Company **ACCIDENT FUND INSURANCE COMPANY OF AMERICA** Countersigned by _____

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

OWNER:

FULTON COUNTY, GEORGIA

DocuSigned by:
Robert L. Pitts
BA715B1A26544E7...

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST:

DocuSigned by:
Tonya R. Grier
EEC476C4837648D...

Tonya R. Grier
Clerk to the Commission

(Affix County Seal)

DocuSigned by:

CONTRACTOR:

VENDOR NAME **Wings for Kids**

DocuSigned by:
Jolie Logan
98D81A9906574F4...

Name of Signatory: Jolie Logan
Title of Signatory: Chief Operating Officer

Authorized Signature

ATTEST:

DocuSigned by:
Sarah Huefner
2269D0A71C6444F...

Name of 2nd Signatory: **Sarah Huefner**
Title of 2nd Signatory: **Director of Finance & Administration**

Second Authorized Signature

(Affix Corporate Seal, if applicable)

DS

APPROVED AS TO FORM:

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

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CONTRACT DOCUMENTS

FOR

REQUEST FOR PROPOSAL 24RFP013124C-MH

2024 CONSOLIDATED COMMUNITY SERVICES PROGRAM

FOR

DEPARTMENT OF COMMUNITY DEVELOPMENT

OF

FULTON COUNTY, GEORGIA

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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 **Ascensa Health, 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:

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INDEX OF ARTICLES

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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

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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

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ARTICLE 16. GOVERNING LAW

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ARTICLE I - PARTIES AND TERM:

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

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

(c) Nothing contained in this Agreement shall be 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: Health and Wellness

CCSP Funding Priority(ies):

Children and Youth: Not Applicable

Disabilities: Not Applicable

Economic Stability: Not Applicable

Health and Wellness: Number of individuals connected to available resources to help mitigate illness and health disparities,Number of individuals participating in programs focusing on

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financial literacy and wellness,Number of individuals receiving referrals to behavioral health and other supportive services,Number of individuals who report increased knowledge around reducing the risk of acquiring or transmitting HIV,Number of individuals who report or demonstrate improved health-related outcomes or other “quality of life” measures

Homelessness: Not Applicable

Senior Services: Not Applicable

Veterans Services: Not Applicable

Ascensa Health, Inc. , Residential Treatment for Substance Use and Co-Occurring Mental Health Disorders 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
Ascensa Health, Inc.	139 Renaissance Pkwy NE	Atlanta	GA	30308	4	1,2,3,4,5,6

Approach and Design:

Ascensa Health, Inc. , Residential Treatment for Substance Use and Co-Occurring Mental Health Disorders will provide services to **62** clients that reside in Fulton County, with CCSP funding.

Ascensa Health, Inc. , will provide the following activities and services in Fulton County with CCSP funding:

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Specific Activities and Services Accomplished

Ascensa Health provides integrated treatment services for behavioral, physical and mental health to improve the health and wellness of each client served. Men and women in the agency's Residential Treatment Program reside in a therapeutic community and participate in a structured treatment program, which includes intensive day treatment, residential care, individual and group therapy, case management, 12-Step meetings, life skills training, health and wellness education, employment services, primary healthcare services and family services. Medication-assisted treatment is available for alcohol and opioid use disorders if needed, depending on the level of care appropriate for the individual.

Upon admission, clients complete an assessment to determine their specific needs in order to create an individualized treatment plan. Addiction treatment is the primary concern when clients are admitted to residential programs. The length of stay is determined on an individual basis depending on the level of care required for each person. Clients progress through the stages of the treatment program once they complete the goals of the previous stage. The stages of the treatment program include:

· Intensive Care: Clients enter treatment, complete initial program assessments and attend intensive addiction treatment for at least 20 hours a week.

· Independent: Clients attend treatment programming 12 hours a week while they are supported in seeking employment, housing, and re-connecting with their family and/or support system.

· Recovery Support: Clients attend treatment programming an average of 5 hours a week while maintaining employment.

· Continuing Care: As needed, clients receive outpatient services after program discharge.

Recovery from addiction is supported through the integrated services of the program. During Residential Treatment program involvement, clients participate in the agency's Health Services program, Employment Services program and the Continuing Care program to support their long-term recovery goals. At admission to residential programs, clients receive health assessments to determine their physical health baseline. Clients also receive treatment and medication for existing physical health conditions. All clients are screened for Hepatitis C and HIV, provided education regarding HIV prevention, and referred for HIV and Hep C treatment if needed. All clients receive education regarding physical health and wellness at program admission as well as throughout treatment while participating in group treatment activities.

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The Employment Services program provides critical support for client success, as many of Ascensa Health's clients have difficulty finding employment because they lack job-seeking experience, a work history, occupational skills and/or have a criminal history. Employment helps clients have a greater consciousness of community and a greater sense of autonomy, empowering them to find stability in all aspects of life. Employment Services include financial literacy education, job training, resume writing, job search and interviewing skills, career counseling and post-employment support groups. The agency provides MARTA Breeze cards to clients who are seeking employment and newly employed, or who are referred to outside services.

Ascensa Health provides Continuing Care services, including group therapy, education and individual counseling for all clients who have completed Intensive Day Treatment as part of their Residential Treatment Program. Through this program, clients address individual needs in regards to self-sufficiency to ensure a seamless transition into their community, including finding permanent housing. Family services are also offered to anyone in the client's support system to provide family counseling, education and support. All agency services are readily accessible within walking distance of the Residential Treatment program.

The following client success outcomes of the agency were accomplished in fiscal year 2022/23:

· 100% of clients were below the federal poverty level at admission, however, only 5% of clients were below federal poverty level at program discharge

· 92% of clients who entered the Employment Services program became employed, and 94% of clients with a prior felony charge became employed

· 72% of clients exited Residential Treatment to permanent housing

· 100% of clients were admitted to Residential Treatment on the same day they completed their admission interview

· 76% of clients received onsite medical treatment

· Client Emergency Room visits were reduced by 79%

Fulton County Strategic Priority Area Program Objectives

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The Residential Treatment program at Ascensa Health addresses the following Fulton County "Health and Human Services" strategic priority area objectives:

1. Prevent illness by engaging in healthier behavior
2. Prevent health disparities by educating residents and connecting them to available resources
3. Support the vulnerable residents in our social services

Ascensa Health will prevent illness by providing onsite Residential Treatment for substance use disorder and co-occurring mental health disorders. Health disparities are lessened by providing behavioral health services to uninsured adults, many of whom have a comorbidity of mental health or chronic physical health conditions, leading to improved outcomes in the County's Health Rankings and Roadmaps report. The agency will also refer clients to outside resources if the client requires care that is outside of the scope of the agency's services, ensuring that they have access to care for all their physical and behavioral health needs. Vulnerable residents are supported through the agency's supported services, which include employment support, family services to increase social connectedness, and case management to ensure transition to housing upon program discharge.

CCSP Funding Priorities

The four Health and Wellness CCSP funding priorities addressed by this proposal include:

1. Prevent illness and health disparities by educating and connecting individuals to available resources.
2. Programs addressing mental health, depression, stress, trauma and anxiety among individuals.
3. Programs focusing on HIV prevention and education.
4. Programs focusing on financial literacy and wellness.

Community Collaborative Relationships

Ascensa Health collaborates on many levels with other providers to address all client needs. The agency has an onsite healthcare center that provides a comprehensive system of care. The Healthcare Center allows for the provision of significantly improved outcomes for the vulnerable, uninsured, and underserved populations. The agency partners with Grady and Emory Hospital to provide clients with medical services that are beyond the scope of the agency's healthcare services. The Ben Massell Dental Clinic provides clients with dental care. Ascensa Health has a Memorandum of Understanding with Dress for Success and Buckhead Ministries to ensure clients have appropriate attire for job interviews and when they become

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employed. The agency also has a partnership with MARTA to provide Breeze cards (at a reduced rate) for clients who are seeking employment.

Ascensa Health collaborates with a number of organizations to facilitate clients' recovery and assist them in establishing self-sufficiency. Other collaborating partners and referral sources not mentioned above include the Department of Veteran's Affairs (VA), Fulton County Drug Court and Family Court, the Department of Corrections, Federal Probation, Urban League of Atlanta, Crossroads Ministry, and The Georgia Law Center.

Designation of CSP Funds:

Based on the awarded amount of **$50,000.00,** 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

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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.)	$0.00
Operational	$1,000.00
Direct Services	$49,000.00
Total	$50,000.00

Explanation of Funding Details:

$1,000 Supplies

$40,000 Partial Salaries for 2 Clinician positions

$9,000 Partial Benefits for 2 Clinician positions

Program Performance Measures:

Ascensa Health, Inc. agrees to track and report program performance to the Fulton County Department of Community Development.

County Defined Performance Measure(s):

Children and Youth: Not Applicable

Disabilities: Not Applicable

Economic Stability: Not Applicable

Health and Wellness: Number of individuals connected to available resources to help mitigate illness and health disparities,Number of individuals participating in programs focusing on financial literacy and wellness,Number of individuals receiving referrals to behavioral health and

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other supportive services,Number of individuals who report increased knowledge around reducing the risk of acquiring or transmitting HIV,Number of individuals who report or demonstrate improved health-related outcomes or other “quality of life” measures

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:

Methods, Goals and Measurement Procedures

Ascensa Health recognizes the importance of tracking program goals using a measurement and management system that is reliable, meaningful, and assures that each program focuses on the organization's mission of providing integrated treatment services that sustain long-term recovery from addiction and co-occurring mental health disorders. Ascensa Health defines program success and, more importantly, client success by meeting the following criteria:

1. Clients acquire the tools needed to sustain long-term recovery
2. Clients obtain employment
3. Clients transition to housing upon leaving the program

Ascensa Health’s programs are evaluated using the agency's Performance Improvement Program (PIP) and outcomes management system. The PIP ensures high standards of service based on state and national regulations and accreditation requirements. The agency utilizes the PIP system to collect data in multiple areas to better manage the course of treatment and identify possible obstacles to recovery for each client. In addition, the PIP includes the following mechanisms for quality control: client satisfaction surveys, community meetings, and regular review of client records. The PIP ensures that Ascensa Health is accountable to its clients. Through the outcomes management system, program evaluation is conducted to increase effectiveness and efficiency, to ensure adequate and appropriate responses to clients, and to provide the agency's executive management team with a means of monitoring the overall clinical progress. Information, including demographic information, is collected at the time an individual presents for admission to the agency and again at the time of exiting the program. Delivery of services for all programs

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is tracked by the Electronic Health Record (CareLogic) system. In addition, client records are audited both during and after treatment to ensure that all information is complete and accurate.

Client satisfaction surveys are collected at admission regarding the admission process and access to services. Client satisfaction surveys are also collected quarterly in the residential program regarding residential and program issues. Outcomes are tracked, measured, and analyzed in the data management system (SPSS) for efficiency and effectiveness and reviewed by the management team on a monthly basis to ensure that the specific goals set are being achieved or are on target. Utilizing multiple sources allows for comparison and ensures reliability, validity, completeness, and accuracy of all outcome data. Outcomes are reported at the Performance Improvement Committee meetings quarterly to address areas for improvement and of achievement. This data information is available in a dashboard format for all staff to view and is provided to funding sources as requested.

County Defined Performance Measures	**Q1**	**Q2**	**Q3**	**Q4**
Number of individuals connected to available resources to help mitigate illness and health disparities	29	13	14	6
Number of individuals who report increased knowledge around reducing the risk of acquiring or transmitting HIV	29	13	14	6
Number of individuals who report or demonstrate improved health-related outcomes or other “quality of life” measures	29	13	14	6
Number of individuals receiving referrals to behavioral health and other supportive services	29	13	14	6
Number of individuals participating in programs focusing on financial literacy and wellness	16	3	4	1

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Agency Defined Performance Measure(s):

Agency Defined Performance Measure	Q1	Q2	Q3	Q4
Number of individuals who obtain employment	14	3	3	1
Number of individuals who exit agency programs above poverty level after having entered below the federal poverty level	11	3	2	1
Number of individuals who transition to housing after exiting residential treatment	16	5	7	2

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).

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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

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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 **$50,000.00.**

(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

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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

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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:

Ascensa Health, Inc.
139 Renaissance Parkway, NE
Atlanta, Georgia 30308

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

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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

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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 **Ascensa Health, 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

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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

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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

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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.

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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.

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STATE OF GEORGIA

COUNTY OF FULTON

FORM F: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services[1] under a contract with **[insert name of prime contractor (Agency)]** Ascensa Health, 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.

73394
EEV/Basic Pilot Program* User Identification Number

Ascensa Health, Inc.
Name of Contractor (Agency)

BY: Authorized Signature of Officer or Agent of Contractor

President and CEO
Title of Authorized Officer or Agent of Contractor of Contractor

Suzanne Shaffer
Printed Name of Authorized Officer or Agent of Contractor

Sworn to and subscribed before me this 27 day of February, 2024.

Notary Public: Jontravious Rasheed Wallace

County: Clayton.

Commission Expires: June 22, 2026.

JONTRAVIOUS RASHEED WALLACE
NOTARY PUBLIC
Clayton County
State of Georgia
My Comm. Expires June 22, 2026

[1]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.

[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].

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STATE OF GEORGIA

COUNTY OF FULTON

FORM G: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT

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

73394
EEV/Basic Pilot Program* User Identification Number of Subcontractor

Ascensa Health. Inc.
Name of Subcontractor (Individual/Agency)

BY: Authorized Signature Officer or Agent of Subcontractor

President and CEO
Title of Authorized Officer or Agent of Subcontractor

Suzanne Shaffer
Printed Name of Authorized Officer or Agent of Subcontractor

Sworn to and subscribed before me this 27 day of February, 2024.

Notary Public: Jontravius Rasheed Wallace

County: Clayton.

Commission Expires: June 22, 2026.

JONTRAVIOUS RASHEED WALLACE
NOTARY PUBLIC
Clayton County
State of Georgia
My Comm. Expires June 22, 2026

[3]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.

[4]*[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].

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/21/2024

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 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
Sterling Seacrest Pritchard, Inc.
2500 Cumberland Pkwy
Suite 400
Atlanta GA 30339

License#: 70726
ASCEHEA-01

CONTACT NAME: Alex Szalwinski
PHONE (A/C, No, Ext): 678-424-6500 **FAX (A/C, No):**
E-MAIL ADDRESS: aszalwinski@sspins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Berkley National Insurance Company	38911
INSURER B : Berkley Regional Insurance	29580
INSURER C : Healthcare Mutual Captive Insurance Company	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Ascensa Health, Inc.
139 Renaissance Parkway, NE
Atlanta GA 30308-2324

COVERAGES **CERTIFICATE NUMBER:** 793992501 **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	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:			HHS 8559516 - 18	3/15/2024	3/15/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 3,000,000 $ 3,000,000 $
B	**AUTOMOBILE LIABILITY** X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			HHS 8559516 - 18	3/15/2024	3/15/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
A	X **UMBRELLA LIAB** OCCUR **EXCESS LIAB** CLAIMS-MADE DED X RETENTION $ 0			HHS 8559516 - 18	3/15/2024	3/15/2025	EACH OCCURRENCE AGGREGATE $	$ 2,000,000 $ $
C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		000489-24	1/1/2024	1/1/2025	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 500,000 $ 500,000 $ 500,000
A	Abuse or Molestation Professional Liability			HHS 8559516 - 18	3/15/2024	3/15/2025	Each Claim Aggregate	$1,000,000 $3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
- General Liability Additional Insured via form CG 83 91 12 19

CERTIFICATE HOLDER

Fulton County Government
141 Pryor St. SW
Atlanta GA 303033408
USA

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ CAREFULLY.

GENERAL LIABILITY BROADENING ENDORSEMENT

This endorsement modifies the insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Throughout this endorsement, the words "you" and "your" refer to the Named Insured shown in the Declarations. The word "we," "us," and "our" refer to the company providing this insurance.

The following is only a summary of the additional coverages provided by this endorsement and is provided only for your reference and convenience. For the Limits of Insurance and the additional coverages provided by this endorsement, read the provisions on the following pages and the Coverage Form, which this endorsement modifies.

SUBJECTS OF INSURANCE
Broadened Bodily Injury
Broadened Personal and Advertising Injury
Broadened Property Damage
Broadened Fire, Lightning, Explosion, and Sprinkler Leakage - $500,000
Broadened Medical Payments - $20,000
Broadened Supplementary Benefits
a. Bail Bonds - $1,000
b. Expenses Incurred to Assist in Defense - $500 per Day
Broadened Newly Acquired or Formed Organization
Broadened Non-Owned or Chartered Watercraft or Aircraft
Broadened Commercial General Liability Conditions
a. Duties in the Event of Occurrence, Offense, Claim, or Suit
b. Liberalization – Automatic Coverage If We Adopt Broader Coverages
c. Notice to Company
Automatic Coverage for "Special Events"
Automatic Additional Insureds
a. Athletic Activity Participants
b. Contractual Obligations
c. Funding Sources
d. Manager or Lessor of Premises
e. Owner, Manager, Operator, or Lessor of "Special Event" Premises
f. Supervisors or Higher in Rank – Co-Employee Exclusion Removed
g. Limitations
Blanket Waiver of Subrogation
Priority of Application for Multiple Insureds

The coverages listed in this endorsement are provided as extensions or additions to your insurance program.

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A. BROADENED BODILY INJURY

Paragraph **3.** of **Section V – Definitions** is deleted and replaced with the following:

3. "Bodily injury" means physical injury, sickness, or disease sustained by a person, including death resulting from any of these. "Bodily injury" also means mental injury, mental anguish, humiliation, or shock sustained by a person, if directly resulting from physical injury, sickness, or disease sustained by that person.

B. BROADENED PERSONAL AND ADVERTISING INJURY

1. Paragraph **14.** of **Section V - Definitions** is deleted and replaced with the following:

14. "Personal and advertising injury" means injury, including consequential "bodily injury" arising out of one or more of the following offenses during the policy period.

a. False arrest, detention, or imprisonment;

b. Malicious prosecution or abuse of process;

c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling, or premises that a person occupies by or on behalf of its owner, landlord, or lessor;

d. Oral, written, televised, videotaped, or electronic publication of material that slanders or libels a person or organization, or disparages a person's or organization's goods, products, or services;

e. Oral, written, televised, videotaped or electronic publication of material that violates a person's right of privacy;

f. Misappropriation of advertising ideas or style of doing business;

g. Infringement of copyright, title, or slogan; or

h. Mental injury, mental anguish, humiliation, or shock, if directly resulting from Items **14.a.** through **14.g.** above.

2. Exclusions **2.b.** and **2.c.** under **Coverage B - Personal and Advertising Injury Liability** are deleted and replaced with the following:

b. Material Published with Knowledge of Falsity

"Personal and advertising injury" arising out of oral, written, televised, videotaped, or electronic publication of material, if done by or at the direction of the insured with knowledge of its falsity;

c. Material Published Prior to Policy Period

"Personal and advertising injury" arising out of oral, written, televised, videotaped, or electronic publication of material whose first publication took place before the beginning of the policy period;

C. BROADENED PROPERTY DAMAGE

Exclusion **2.a.** under **Coverage A - Bodily Injury and Property Damage Liability** is deleted and replaced with the following:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

D. BROADENED FIRE, LIGHTNING, EXPLOSION AND SPRINKLER LEAKAGE

1. Paragraph **6.** under **Section III - Limits Of Insurance** is deleted and replaced with the following:

6. Subject to **5.** above, the Damage to Premises Rented to You Limit is the most we will pay under Coverage A for damages because of "property damage" to:

a. Any one premises while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner; and

b. Personal property of others in your care, custody, or control, while at premises rented to you or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner, arising out of any one fire, lightning, explosion, or sprinkler leakage occurrence.

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The Damage to Premises Rented to You Limit is the greater of:

c. $500,000; or

d. The amount shown in the Declarations for Damage to Premises Rented to You Limit.

2. Paragraph **2. Exclusions** of **Coverage A - Bodily Injury and Property Damage Liability** is amended as follows:

Paragraphs **c.** through **n.**, do not apply to damage by fire, lightning, explosion, or sprinkler leakage to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **Section III - Limits Of Insurance**.

3. Paragraph **4. Other Insurance** of **Section IV - Commercial General Liability Conditions** is amended as follows:

Paragraph **b.(1)(a)(ii)** is deleted and replaced with the following:

(ii) That is Fire, Lightning, Explosion, or Sprinkler Leakage insurance for premises rented to you or temporarily occupied by you with permission of the owner; or

4. Paragraph **9.a.** under **Section V - Definitions** is deleted and replaced with the following:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion or sprinkler leakage to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

5. This Broadened Coverage is subject to all the terms of **Section III - Limits Of Insurance**.

6. This Broadened Coverage does not apply if Fire Damage Liability of COVERAGE **A** (SECTION I) is excluded either by the Declaration to this Coverage Part or by an endorsement to this Coverage Part.

E. BROADENED MEDICAL PAYMENTS

1. The following provision is added to Paragraph **2.** of **Section III - Limits Of Insurance**:

The Medical Expense Limit shall be the greater of:

a. $20,000; or

b. The amount shown in the Declarations for Medical Expense Limit.

2. This Medical Expense Limit is subject to all the terms of **Section III - Limits Of Insurance**.

3. This above Medical Expense Limit does not apply if **Coverage C - Medical Payments** is excluded either by the Declaration to this Coverage Part or by an endorsement to this Coverage Part.

F. BROADENED SUPPLEMENTARY PAYMENTS

Paragraphs **1.b.** and **1.d.** under **Supplementary Payments - Coverages A and B** are deleted and replaced with the following:

b. Up to $1,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit," including actual loss of earnings up to $500 a day because of time off from work.

G. BROADENED NEWLY ACQUIRED OR FORMED ORGANIZATION

Paragraph **3.a** under **Section II - Who Is An Insured** is deleted and replaced by the following:

a. Coverage under this provision is afforded only until the 120th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

H. BROADENED NON-OWNED OR CHARTERED WATERCRAFT OR AIRCRAFT

Exclusion **2.g.** under **Coverage A - Bodily Injury and Property Damage Liability** is deleted and replaced by the following:

g. "Bodily injury" or "property damage" arising out of the ownership, maintenance, use, or entrustment to others of any aircraft, "auto," or watercraft owned by or operated by, or rented or loaned to, any insured. Use includes operation and "loading or unloading".

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This exclusion does not apply to:

(1) A watercraft while ashore on premises you own or rent;

(2) A watercraft you do not own that is:

(a) Less than 51 feet long; and

(b) Not being used to carry persons or property for a charge;

(3) Parking an "auto" on, or on the ways next to premises you own or rent, provided the "auto" is not owned by or rented, or loaned to you or the insured;

(4) Liability assumed under any "insured contract" for the ownership, maintenance, or use of aircraft, watercraft, or "autos"; or

(5) "Bodily injury" or "property damage" arising out of the operation of any of the equipment listed in Paragraph **f. (2)** or **f. (3)** of **Section V - Definitions**, Paragraph **12.**, "Mobile Equipment"; or

(6) An aircraft you do not own that is:

(a) Hired, chartered, or loaned with a crew; and

(b) Not owned in whole or in part by any insured.

(7) This insurance does not apply, under Paragraph **g.(1)** and **g.(2)** above, if the insured has any other insurance for "bodily injury" or "property damage" which would also apply to loss covered under this provision, whether the other insurance is primary, excess, contingent, or on any other basis.

(8) This insurance is excess, under Paragraph **g.(6)** above, over any other insurance, whether the other insurance is primary, excess, contingent or on any other basis.

I. BROADENED COMMERCIAL GENERAL LIABILITY CONDITIONS

1. Paragraph **2. Duties in The Event Of Occurrence, Offense, Claims Or Suit** under **Section IV - Commercial General Liability Conditions** is amended to add the following provision:

e. Your obligation to notify us as soon as practicable of an "occurrence," or offense under Paragraph **2.a.** above, or a claim or "suit" or offense under Paragraphs **2.a.**, **2.b.**, and **2.c** above, is satisfied if you send us written notice as soon as practicable after any of your "executive officers," directors, partners, insurance managers, or legal representatives becomes aware of, or should have become aware of, such "occurrence," offense, claim or "suit."

2. The following provisions are added to **Section IV - Commercial General Liability Conditions**:

10. Liberalization

If we adopt any revision that would broaden the coverage under this coverage part without additional premium within 30 days prior to or during the policy period, the broadened coverage will immediately apply to this coverage part.

11. Notice To Company

If you report an "occurrence" or offense to your Workers' Compensation insurer which later becomes a claim under this Coverage Part, failure to report such "occurrence" or offense to us at the time of the "occurrence" or offense will not be considered a violation of the **Duties In The Event Of Occurrence, Offense, Claim Or Suit Condition**, if you notify us as soon as practicable when you become aware that the "occurrence" or offense has become a liability claim.

J. AUTOMATIC COVERAGE FOR SPECIAL EVENTS

1. You are automatically covered for all "special events" which you organize, promote, administer, sponsor, or conduct during the term of this policy.

2. **Section V - Definitions** is amended to add the following paragraph:

23. "Special Event" means any event:

a. The purpose of which is to raise funds for you; or

b. To recognize the accomplishments of your organization, your "employees," or your "volunteer workers"; or

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c. Which you, or an individual or organization with whom you have entered into a contract or agreement, organize, promote, administer, sponsor, or conduct for the purposes described in Paragraphs **a.** or **b.** above; and

d. Which takes place on premises owned by you, or on premises while rented or leased to you or to that organization described in Paragraph **c.** above.

K. AUTOMATIC ADDITIONAL INSURED(S)

The following provisions are added to **Section II - Who Is An Insured**:

4. Automatic Additional Insured(s)

a. Additional Insureds - Athletic Activity Participants

(1) This policy is amended to include as an insured any person(s) [hereinafter called Additional Insured(s)] representing you while participating in amateur athletic activities that you sponsor. However, no such person is an insured for:

(a) "Medical expenses" under **Coverage C - Medical Payments**.

(b) "Bodily Injury" to:

(i) A co-participant, your "volunteer worker" or your "employee" while participating in amateur athletic activities that you sponsor; or

(ii) You, or any partner or member, (if you are a partnership or joint venture), or any member (if you are a limited liability company); or

(c) "Property damage" to property owned by, occupied or used by, rented to , in the care, custody, or control of, or over which physical control is being exercised for any purpose by:

(i) A co-participant, your "volunteer worker", or your "employee"; or

(ii) You, or any partner or member, (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Additional Insured - Contractual Obligations

(1) This policy is amended to include as an insured any person or organization (hereinafter called Additional Insured) that you are required by a written "insured contract" to include as an insured, subject to all of the following provisions:

(a) Coverage is limited to liability arising out of:

(1) Your ongoing operations performed for such Additional Insured; or

(2) Such Additional Insured's financial control of you; or

(3) The maintenance, operation or use by you of equipment leased to you by such Additional Insured; or

(4) A permit issued to you by a state or political subdivision.

(b) Coverage does not apply to any "occurrence" or offense:

(i) Which took place before the execution of, or subsequent to the completion or expiration of, the written "insured contract"; or

(ii) Which takes place after you cease to be a tenant in that premises.

(c) With respect to architects, engineers, or surveyors, coverage does not apply to "Bodily Injury," "Property Damage," "Personal Injury," or "Advertising Injury" arising out of the rendering or the failure to render any professional services by or for you including:

(i) The preparing, approving, or failing to approve or prepare maps, drawings, opinions, reports, surveys, change orders, designs or specifications; and

(ii) Supervisory, inspection, or engineering services.

(d) Coverage provided herein shall be considered excess over any other valid and collectible insurance available to the Additional Insured whether that other insurance is primary, excess, contingent, or on any other basis unless a written contractual arrangement specifically requires this insurance to be primary.

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(e) In the event that you are engaged in the manufacture or assembly of any goods or products for the benefit or at the direction of another party, pursuant to a contract or agreement with that party, this paragraph **(e)**. does not extend coverage to that party as an Additional Insured. Coverage for such a party will be extended only by a specific endorsement issued by us and naming such party.

c. Additional Insured - Funding Sources

(1) This policy is amended to include as an insured any Funding Source (hereinafter called Additional Insured) which requires you in a written contract to name such Additional Insured but only with respect to liability arising out of your premises or "your work" for such Additional Insured, and only to the extent set forth as follows:

(a) The Limits of Insurance applicable to the Additional Insured are the lesser of those specified in the written contract or agreement or in the Declarations for this policy and subject to all the terms, conditions and exclusions for this policy. The Limits of Insurance applicable to the Additional Insured are inclusive of, and not in addition to, the Limits of Insurance shown in the Declarations.

(b) The coverage provided to the Additional Insured is not greater than that customarily provided by the policy forms specified in and required by the contract.

(c) In no event shall the coverages or Limits of Insurance in this Coverage Form be increased by such contract.

(d) Coverage provided herein shall be considered excess over any other valid and collectible insurance available to the Additional Insured whether that other insurance is primary, excess, contingent, or on any other basis unless a written contractual arrangement specifically requires this insurance to be primary.

d. Additional Insured - Manager or Lessor of Premises

(1) This policy is amended to include as an insured any person or organization (hereinafter called Additional Insured) from whom you lease or rent your premises and which requires you to add such person or organization as an Additional Insured in this policy under:

(a) A written contract; or

(b) An oral agreement or contract where a Certificate of Insurance has been issued showing that person or organization as an Additional Insured;

but only if the written or oral agreement is an "insured contract";

(a) Currently in effect or to become effective during the term of this policy; and

(b) Executed prior to the "bodily injury," "property damage," "personal injury", or "advertising injury."

(2) With respect to the insurance afforded the Additional Insured identified in Paragraph **d.(1)** immediately above, the following additional provisions apply:

(a) This insurance applies only to liability arising out of the ownership, maintenance, or use of that portion of the premises leased to you;

(b) The Limits of Insurance applicable to the Additional Insured are the lesser of those specified in the written contract or agreement or in the Declarations for this policy and subject to all this policy's terms, conditions, and exclusions. The Limits of Insurance applicable to the Additional Insured are inclusive of, not in addition to, the Limits of Insurance shown in the Declarations.

(c) In no event shall the coverages or Limits of Insurance in this Coverage Part be increased by such contract or agreement.

(d) Coverage provided herein shall be considered excess over any other valid and collectible insurance available to the Additional Insured whether that other insurance is primary, excess, contingent, or on any other basis unless a written contractual arrangement specifically requires this insurance to be primary.

(3) This insurance does not apply to:

(a) Any "occurrence" or offense which takes place after you cease to be a tenant in the premises covered by this endorsement; or

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(b) Structural alterations, new construction, or demolition operations performed by or on behalf of the Additional Insured.

e. Additional Insured - Owner, Manager, Operator or Lessor of "Special Events" Premises

(1) This policy is amended to include as an insured any person or organization (hereinafter called Additional Insured) from whom you lease, rent or occupy the premises upon which a "special event" is held, sponsored or conducted by you, or on your behalf, under:

(a) A written contract; or

(b) An oral agreement or contract where a Certificate of Insurance has been issued showing that person or organization as an Additional Insured; but only if the written or oral agreement is an "insured contract,"

(i) Currently in effect or to become effective during the term of this policy; and

(ii) Executed prior to the "bodily injury", "property damage" or "personal and advertising injury".

(2) With respect to the insurance afforded the Additional Insured identified in Paragraph **e. (1)** of this endorsement, the following additional provisions apply:

(a) This insurance applies only to liability arising out of the use of that portion of the premises while leased or rented to you for the specific "special event";

(b) The Limits of Insurance applicable to the Additional Insured are the lesser of those specified in the contract or agreement pertaining to the use of the premises or in the Declarations for this policy and subject to all of this policy's terms, conditions, and exclusions. The Limits of Insurance applicable to the Additional Insured are inclusive of, not in addition to, the Limits of Insurance shown in the Declarations.

(c) In no event shall the coverage or Limits of Insurance in this Coverage Form be increased by such contract or agreement.

(d) Coverage provided herein shall be considered excess over any other valid and collectible insurance available to the Additional Insured whether that other insurance is primary, excess, contingent, or on any other basis unless a written contractual arrangement specifically requires this insurance to be primary.

(3) This insurance does not apply to:

(a) Any "occurrence" or offense which takes place after you cease to be a tenant, licensee or occupant in the premises covered by this endorsement; or

(b) Any acts or "occurrences" caused by or attributable to the owner, manager, operator, or lessor of the premises upon which the "special event" is held.

f. Additional Insured - Supervisors or Higher in Rank

(1) This policy is amended to include as insured any "employees" (hereinafter called Additional Insured), designated as supervisor or higher in rank, who are authorized by you to exercise direct or indirect supervision and control over "employees" and the manner in which work is performed, but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" designated as supervisor or higher in rank, is an insured for:

(a) "Bodily injury" or "personal injury":

(i) To you, to your partners or members (if you are a partnership or joint venture), or to your members (if you are a limited liability company);

(ii) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in paragraph **(a)(i)** above; or

(iii) Arising out of his or her providing or failing to provide professional health care services.

(b) "Personal Injury":

(i) To a co-"employee" while in the course of his or her employment;

(ii) To the spouse, child, parent, brother or sister of that co-"employee" as a consequence of Paragraph **(b)(i)** above; or

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(iii) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph **(b)(i)** or **(b)(ii)** above.

(c) "Property damage" to property:

(i) Owned, occupied or used by; or

(ii) Rented to, in the care, custody, or control of, or over which physical control is being exercised for any purpose by you, any of your "employees," any partner, or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

g. Additional Insured - LIMITATIONS

(1) The persons, entities, or organizations to which coverage is extended under Paragraphs **a.** (Athletic Activity Participants), **b.** (Contractual Obligations), **c.** (Funding Sources), **d.** (Managers or Lessors of Premises), and **e.** (Owner, Manager, Operator, or Lessor of "Special Events" Premises) are Additional Insureds, but only:

(a) With respect to each Additional Insured's vicarious liability for "actual damages" solely caused by you or by "your work" that is ongoing for such Additional Insured's supervision of "your work"; and

(b) If the Additional Insured did not cause or contribute to the "occurrence" or act resulting in liability.

(2) If an endorsement is attached to this policy and specifically names a person or organization as an Additional Insured, then the coverage extended under this paragraph **4. AUTOMATIC ADDITIONAL INSURED(S)** does not apply to that person, entity, or organization.

(3) The following is added to **Section V - Definitions**:

24. "Actual Damages" is to have its usual and customary legal meaning and excludes without limitation, punitive damages, restitution, penalties, and formula damages added to "actual damages" and any other enhanced damages.

(4) All other terms and conditions of this Coverage Part which are not inconsistent with this Paragraph **h.** apply to coverage extended to the above referenced Additional Insureds REGARDLESS OF WHETHER OR NOT A COPY OF THIS COVERAGE PART AND/OR ITS ENDORSEMENTS ARE DELIVERED TO AN ADDITIONAL INSURED.

L. BLANKET WAIVER OF SUBROGATION

Paragraph **8.** under **Section IV - Commercial General Liability Conditions** is deleted and replaced with the following:

8. Transfer of Rights Of Recovery Against Others To Us And Blanket Waiver Of Subrogation

a. If an insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

b. If required by written "insured contract," we waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract for that person or organization and included in the "products-completed operations hazard."

M. PRIORITY OF APPLICATION FOR MULTIPLE INSUREDS

Section III - Limits Of Insurance is amended to add the following paragraph:

8. In the event a claim or "suit" is brought against more than one insured, due to "bodily injury" or "property damage" from the same "occurrence," or "personal injury," or "advertising injury," from the same offense, we will apply the Limits of Insurance in the following order:

a. You;

b. Your "executive officers," directors, "employees," and

c. Any other insureds in any order that we choose.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

Includes copyrighted material of Insurance Services Office, Inc., with its permission

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

OWNER:

FULTON COUNTY, GEORGIA

DocuSigned by:
Robert L. Pitts
BA715B1A26544E7...

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST:

DocuSigned by:
Tonya R. Grier
EEC476C4837648D...

Tonya R. Grier
Clerk to the Commission

DocuSigned by:

(Affix County Seal)

CONTRACTOR:

VENDOR NAME **Ascensa Health, Inc.**

DocuSigned by: Name of Signatory: Suzanne Shaffer
Suzanne Shaffer Title of Signatory: President & CEO
C2BD5053B25B431...

Authorized Signature

ATTEST:

DocuSigned by: Name of 2nd Signatory: **Brian Glotfelty**
Brian Glotfelty Title of 2nd Signatory: **Finance Director**
459033C982854C6...

Second Authorized Signature

(Affix Corporate Seal, if applicable)

APPROVED AS TO FORM:

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

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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 **Restore Life, 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:

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ARTICLE 6. TERMINATION OF AGREEMENT FOR CAUSE

ARTICLE 7. INDEPENDENT CONTRACTOR STATUS

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ARTICLE I - PARTIES AND TERM:

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

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

(c) Nothing contained in this Agreement shall be 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...,In school Afterschool Out of School Programs to help bring up academic...,Programs addressing mental health depression stress trauma and anxiety among youth and teens

Disabilities: Not Applicable

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Economic Stability: Not Applicable

Health and Wellness: Not Applicable

Homelessness: Not Applicable

Senior Services: Not Applicable

Veterans Services: Not Applicable

Restore Life, Inc., Bankhead Youth Mentorship Program: Equipping a generation for the future. 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
Thrive Academy	543 Woodlawn Ave NW	Atlanta	Georgia	30318	6	2,3,4,6
The Warehouse	829 Hollywood Road	Atlanta	GA	30318	6	4,6
Grove Park Foundation	1566 Donald Lee Hollowell Pkwy	atlanta	GA	30318	6	2,3,4,6

Approach and Design:

Restore Life, Inc., Bankhead Youth Mentorship Program: Equipping a generation for the future. will provide services to **100** clients that reside in Fulton County, with CCSP funding.

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Restore Life, Inc., will provide the following activities and services in Fulton County with CCSP funding:

The Bankhead Youth Renaissance Program utilizes the evidenced based framework of Positive Youth Development to impact the lives of youth living in Fulton County. This model is a comprehensive framework outlining the supports all young people need to be successful and addresses Fulton County's Children and Youth Services Funding priorities 2, 3 and 4. This program creates a unique and structured environment where youth receive the following:

1. Competence – Through mentoring and hands on skill building in a variety of areas including studio production, jewelry making, cosmetology, and small business development, participants become competent in an area of their interest. In building these skills, participants are also able to potentiate income for themselves, which contributes to their independence and economic stability.

2. Confidence – Through their skill building and leadership development activities, youth build their self-esteem and become leaders among their peers.

3. Connection – An important part of the program is their connection with a trained mentor, who provides stability and consistency in their life. The program will recruit and provide 10 new mentors in 2024 to meet our growing program needs and increased student participation. Additionally, the participants become connected to the Restore Life family, that has more than 200 students and a variety of adults that are committed to their success.

4. Compassion – Throughout the program participants are consistently uplifted by the Restore Life staff and given additional opportunities to receive services that they may need including counseling, academic support, housing, and healthcare if necessary.

5. Character – Throughout the program, participants have various opportunities for character development by taking responsibility for their actions and focusing on developing and maintaining values that take them into adulthood.

Mentoring- Once the participant is enrolled in the program, and needs assessed, they are then aligned with a mentor and can begin Classes/Sessions/Trainings Monday through Thursday all year. These activities support the afterschool and out of school priorities that help support academic and social/behavioral of students between the ages of 8 and 18 and support our youth to become self-sufficient and positive contributors to society. Students are mentored in a variety of areas by industry professionals in landscaping, Coding, IT, sound and studio engineering, photography, videography, business and finance,

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entrepreneurship, art and music, fashion and design, and culinary arts in a culturally relevant environment. These are the areas of interests chosen by our youth. Their participation in Bankhead Renaissance afterschool and out of school activities are safe places that are having a positive impact on our youths' overall behaviors, leading to better grades and test scores that help students to graduate on time, while enhancing their chances for employment during and beyond high school.

Wrap Around Services- Restore Life provides students access to various services through our partner organizations that help to enhance their experience. These services include access to a food pantry, mental health counseling, housing assistance, and academic assistance to support our youth and their immediate families to live in mental, emotional, and spiritual wholeness. Bankhead Youth Renaissance program is supported by the following community collaborating relationships: Grove Park Foundation, Paradise Missionary Baptist Church, Thrive Academy, Frontier Music, The Aster Project, Fountain of Hope, Next Generation Youth Center, Movers & Shakers a Furniture Ministry, Jobs for Life, First Step Staffing, and Staffwrx. Additionally, Restore Life is comprised of a team of Atlanta based hip hop artists, producers, engineers, R&B singers, radio personalities and music industry businessmen/women who are dedicated to our mission and the success of the youth of Fulton County.

We are particularly pleased to add to our wrap around services "Stress Management Coaching" from Restore Life Restoration Agent, Kimberly Iverson. Kimberly has been trained in the innovative brain balancing technique, Cereset. This support can help youth who are experiencing depression, stress and anxiety, ADHD and memory and cognitive issues.

Designation of CSP Funds:

Based on the awarded amount of **$30,000.00,** 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.) ,

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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.)	$1,500.00
Operational	$13,500.00
Direct Services	$15,000.00
Total	$30,000.00

Explanation of Funding Details:

The total 2024 Bankhead Youth Renaissance total project budget is $370,000, for which we are requesting $30,000. This budget timeline runs from January 2, 2024 through December 31, 2024.

PERSONNEL-ADMINISTRATIVE- Salaries for staff and admin support. This includes salary for full-time program director, Clarence Adams and full-time studio director, Solomon Edmunds. ($120,000).

DIRECT SERVICES- MENTORS -pay is based on a 5:1 student:mentor ratio. Mentors are paid $15/hr @ 3-5 hours/week for a 24 week semester for afterschool programming and 8 weeks of summer camp program.Does not include full-time summer camp staff. ($36,000).

DIRECT SERVICES-TECHNICAL/PRODUCTION- contracted tutors, guests speakers, production staff, computer lab engineers, videographers, concert technicians, landscape artist, etc. ($24,000).

TRANSPORTATION- payment on two passenger vans/buses, drivers fees, auto insurance, gas and maintenance. ($30,000).

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SUPPLIES & SERVICES, TRIPS, FOOD, CLOTHING, STUDENT HOUSING ASSISTANCE camp and field trip fees, student meals and snacks, clothing assistance, benevolence for kids whose families have financial needs. ($48,000).

MARKETING AND PROMOTIONS, DIGITAL MEDIA, FLYERS, PUBLICATIONS, PHOTOGRAPHY/VIDEOGRPAHY outsourced website and marketing expenses ($12,000).

RENT AND NEW FACILITY BUILD-OUT, current rent @ $2000 per month for space at Paradise Baptist Church for six months, build-out of new location expected completion by fall 2024, utilities, insurances, maintenance, building security ($100,000).

Program Performance Measures:

Restore Life, 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 school-aged youth engaged in/benefiting from In school/ Afterschool/ Out of School Programs...,Number of youth involved with or at risk for involvement with the Juvenile Justice System...,Number of youth/teens receiving referrals to behavioral health, evidence based programming/other supportive services

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:

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Restore Life will address the following Children and Youth Services Fulton County Defined Measures:

Through mentor youth engagement we will track the number of school-aged youth who benefit from in-school/After-school/Out of School programs to help bring up academic and social/behavioral levels.

Restore Life staff will monitor students closely to to determine if youth/teens might benefit from behavioral health and other emotional support. Staff will use our in-house referral system to identify supportive services.

Restore Life staff will document situations of youth involved with or at risk for involvement with the Juvenile Justice System who demonstrate decreased or no deliquent behaviors.

Agency Defined Performance Measure(s):

1. 80% of students enrolled in the program participate in a minimum of 75% of the sessions. Mentors are volunteering valuable time to support our youth. We expect enrolled students to learn to value their time and mentor's time. Therefore, scheduled attendance is stressed and will be measured with weekly attendance reports. 2. 80% of participating students report having increased leadership skills. Students will be given regular opportunities to demonstrate they are developing leadership skills. Through feedback with staff and mentors students will have opportunities to assess their own growth in this area in partnership with their mentors. 3. 80% of participating students will develop better academic and problem-solving skills. Staff will directly communicate with family members and teachers to assess student's academic progress each semester. 4. 100% of enrolled students are successfully matched with mentor. 5. 100% of students who complete the 1-year program will have a written "personal accomplishable goals and strategy" created in partnership with their mentor that will support their ongoing success beyond the program. 6. 85% of participants will meet or exceed their individual program goals. Students will receive feedback from their mentors and will evaluate their own progress at the end of the 2024 school year. 7. 10% of high school age students will be supported to become apprentice mentors. Staff and/or mentors will refer students who are ready to begin mentoring other students. 8. 85% of high school students will graduate ready for college or career. Students who participate in the youth programming for multiple years will be equipped academically or with a trade or skill that will prepare them for post-secondary schooling or a career.

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

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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.

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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 **$30,000.00.**

(b) Upon receipt and approval of Contractor's invoice delineating projected expenditures for the first six months of the contracting period. Upon receipt and approval of said invoice, County shall pay Contractor the first six months of compensation provided for by this Agreement. The Contractor shall provide Fulton County with a second invoice delineating projected expenditures for the remaining six months of the Agreement Term. Upon receipt and approval of

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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.

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(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:

Restore Life, Inc.
PO Box 94863
Atlanta, Georgia 30377

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

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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.

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(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 **Restore Life, Inc.**, its directors, officers, employees, agents and assigns shall have no right of redress pursuant to the Personnel Rules and Regulations of Fulton County.

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(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

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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:

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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.

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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.

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STATE OF GEORGIA

COUNTY OF FULTON

FORM F: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services[1] under a contract with **[insert name of prime contractor (Agency)]** Restore Life, 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.

1720372
EEV/Basic Pilot Program* User Identification Number

Restore Life, Inc
Name of Contractor (Agency)

BY: Authorized Signature of Officer or Agent of Contractor

Co-Executive Director
Title of Authorized Officer or Agent of Contractor of Contractor

Daniel Iverson
Printed Name of Authorized Officer or Agent of Contractor

Sworn to and subscribed before me this 26th day of February, 2024.

Notary Public: F Derona King

County: Walker

Commission Expires: July 30, 2027

F DERONA KING NOTARY PUBLIC WALKER COUNTY GEORGIA EXPIRES July 30, 2027

F Derona King

[1]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.

[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].

DocuSign Envelope ID: ED0D96AA-D3A8-4B1B-8CC9-9438397DCAB0

STATE OF GEORGIA

COUNTY OF FULTON

FORM G: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT

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

1720372

EEV/Basic Pilot Program* User Identification Number of Subcontractor

Restore Life, Inc

Name of Subcontractor (Individual/Agency)

BY: Authorized Signature Officer or Agent of Subcontractor

Co-Executive Director

Title of Authorized Officer or Agent of Subcontractor

Daniel Iverson

Printed Name of Authorized Officer or Agent of Subcontractor

Sworn to and subscribed before me this 26th day of February, 2024.

F DERONA KING NOTARY PUBLIC WALKER COUNTY GEORGIA EXPIRES July 30, 2027

Notary Public: F Derona King

County: Walker

Commission Expires: July 30, 2027

[3]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.

[4]*[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].

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/31/2024

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	CONTACT NAME: Peter J Moon	
The Whitlock Group, Inc. 2915 Premiere Pkwy Suite 120 Duluth GA 30097	PHONE (A/C, No, Ext): (678) 906-2008	FAX (A/C, No): (855) 906-2012
	E-MAIL ADDRESS: pmoon@twgins.net	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : United States Liability Insurance Co.	25895
INSURER B : Mount Vernon Fire Insurance Company	26522
INSURER C : Wesco Insurance Company	25011
INSURER D : Selective Insurance Co. of America	12572
INSURER E :	
INSURER F :	

INSURED: Restore Life Inc, PO Box 94863, Atlanta GA 30377

COVERAGES **CERTIFICATE NUMBER:** CL2453105359 **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	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y		NPP1604244C	07/01/2024	07/01/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Professional Liability	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ included $ 1,000,000
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			NPP1604244C	07/01/2024	07/01/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	[X] UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 0			CUP2553353	07/01/2024	07/01/2025	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WWC3693683	02/24/2024	02/24/2025	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A	Abuse & Molestation			NPP1604244C	07/01/2024	07/01/2025	Each Claim Aggregate	$100,000 $300,000

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

Certificate Holder is an Additional Insured per the Coverage Form attached to this policy.
This certificate of insurance is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage, terms exclusions and conditions afforded by the policies referenced herein.

CERTIFICATE HOLDER

Fulton County Government
141 Pryor St SW
Atlanta GA 30303-3408

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

W. Greg Whitlock

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UNITED STATES LIABILITY INSURANCE GROUP
WAYNE, PENNSYLVANIA

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

BLANKET ADDITIONAL INSURED ENDORSEMENT

Section II – Who Is An Insured is amended to include as an insured any person, entity or organization that is:

1. A franchisor under a franchise agreement with the Named Insured as franchisee relating to "your work"; or
2. A licensor under a license agreement with the Named Insured as licensee relating to "your work"; or
3. A co-owner with the Named Insured in premises used for "your work"; or
4. A majority owner with a controlling interest in the Named Insured but only with respect to liability arising out of such owner's (i) financial or operational control of the Named Insured; or (ii) ownership, maintenance or use of premises leased or occupied by the Named Insured for purposes of "your work"; or
5. A mortgagee, assignee or receiver of the Named Insured relating to "your work"; or
6. A lessor, or an agent of a lessor, under a lease agreement with the Named Insured as lessee relating to "your work"; or
7. A grantor of a permit to the Named Insured as permitee relating to "your work".

   However, if the grantor of a permit is a federal, state or local government or political subdivision, there is coverage under this endorsement only for liability arising from:

   a. The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures; or
   b. The construction, erection or removal of elevators; or
   c. The ownership, maintenance or use of any elevators covered by this insurance; or
8. A lessor of equipment leased to the Named Insured relating to "your work"; or
9. A contributor, benefactor, or supporter who provides financial assistance to the Named Insured in connection with "your work";

but only to the extent the Named Insured is required to add such person, entity or organization as an additional insured to this policy under a written contract, written permit or written agreement relating to "your work".

Such person, entity or organization is an insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" that is caused, in whole or in part by your acts or omissions or the acts or omissions of those acting on your behalf in connection with "your work" while such written contract, written permit or written agreement is in effect.

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EXCLUSIONS

There is no coverage under this endorsement for loss or expense, including but not limited to the cost of defense for "bodily injury", "property damage" or "personal and advertising injury":

1. That occurs after all of "your work", including materials, parts or equipment furnished in connection with "your work" and performed under a written contract, written permit or written agreement has ended; or

   When that portion of "your work" out of which the "bodily injury", "property damage" or "personal and advertising injury" arises and performed under a written contract, written permit or written agreement has been put to its intended use by any person(s) or organization(s);

   whichever occurs first.
2. Arising directly or indirectly from construction or demolition operations of any kind performed by you.
3. Caused or alleged to be caused by the sole negligence of an additional insured under this endorsement.
4. Arising out of "your work" performed for a federal, state or local government or political subdivision under a written permit.
5. Included within the "products-completed operations hazard".

CONDITIONS

Coverage provided by this endorsement will be excess over any insurance available to any additional insured under this endorsement unless a written contract, written permit or written agreement specifically requires that coverage under this endorsement is primary.

All other terms and conditions of this policy remain unchanged. This endorsement is a part of your policy and takes effect on the effective date of your policy unless another effective date is shown.

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ADDITIONAL COVERAGES

Ref #	Description	Coverage Code	Form No.	Edition Date
A	Employment Practices Liability	EPLIA		

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
500,000					

Ref #	Description	Coverage Code	Form No.	Edition Date
A	Directors & Officers Liab Lmt ea Wrongful act	RELDO		

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
500,000					

Ref #	Description	Coverage Code	Form No.	Edition Date
D	Commercial Crime - Employee Theft			

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
1,000,000					

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

OFADTLCV

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

OWNER:

FULTON COUNTY, GEORGIA

DocuSigned by:
Robert L. Pitts
BA715B1A26544E7...

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST:

DocuSigned by:
Tonya R. Grier
EEC476C4837648D...

Tonya R. Grier
Clerk to the Commission

DocuSigned by:

(Affix County Seal)

CONTRACTOR:

VENDOR NAME **Restore Life, Inc.**

DocuSigned by: Name of Signatory: Daniel Iverson IV
Title of Signatory: Co-Executive Director
111A4A3D3BBE431...

Authorized Signature

ATTEST:

DocuSigned by: Name of 2nd Signatory: **Clarence Adams**
Title of 2nd Signatory: **Co-Founder and Director**
FD6FF048F5FC434...

Second Authorized Signature

(Affix Corporate Seal, if applicable)

APPROVED AS TO FORM:

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

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FULTON COUNTY

CONTRACT DOCUMENTS

FOR

REQUEST FOR PROPOSAL 24RFP013124C-MH

2024 CONSOLIDATED COMMUNITY SERVICES PROGRAM

FOR

DEPARTMENT OF COMMUNITY DEVELOPMENT

OF

FULTON COUNTY, GEORGIA

DocuSign Envelope ID: B9DA2AC8-C3BA-459D-89D6-3963AAEE8041

FULTON COUNTY

CONTRACT DOCUMENTS

FOR

REQUEST FOR PROPOSAL 24RFP013124C-MH

2024 CONSOLIDATED COMMUNITY SERVICES PROGRAM

FOR

DEPARTMENT OF COMMUNITY DEVELOPMENT

OF

FULTON COUNTY, GEORGIA

DocuSign Envelope ID: B9DA2AC8-C3BA-459D-89D6-3963AAEE8041

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 **City of Refuge, Incorporated** (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:

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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

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ARTICLE I - PARTIES AND TERM:

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

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

(c) Nothing contained in this Agreement shall be 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...,In school Afterschool Out of School Programs to help bring up academic...,Programs and services focusing on one or more of the six National Milestones of My Brothers Keeper...

Disabilities: Not Applicable

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Economic Stability: Not Applicable

Health and Wellness: Not Applicable

Homelessness: Not Applicable

Senior Services: Not Applicable

Veterans Services: Not Applicable

City of Refuge, Incorporated, COR Afterschool & Summer 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
City of Refuge	1300 Joseph E. Boone Blvd, NW	Atlanta	GA	30314	6	3,4,5,6
City School Centre	744 Gary Road	Atlanta	GA	30318	6	3,4,5,6

Approach and Design:

City of Refuge, Incorporated, COR Afterschool & Summer Program will provide services to **50** clients that reside in Fulton County, with CCSP funding.

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City of Refuge, Incorporated, will provide the following activities and services in Fulton County with CCSP funding:

City of Refuge will take a whole child health approach to provide positive youth development programming and services after school and during the summer for youth in our community. Programs will serve K-12 students of mixed gender. Programs will offer a safe, welcoming environment with critical support and learning opportunities for youth communities to grow, develop skills, and make positive choices that help them thrive as they build their inherent strengths. COR will utilize a skill-building and relational approach to youth development that reinforces the unique educational needs of students from low-income and under-resourced communities. Programming will be delivered in a dedicated setting and emphasize interpersonal skills. Social-emotional learning is supported using Positive Action (elementary) and TYRO (middle/high school) evidence-based curricula.
The program will serve 125 low-income children in grades K-12 at two locations; grant funds will help support expenses associated with providing programming to 50 of these Fulton County youth. Programming at COR's campus on Joseph E. Boone Boulevard will serve students in grades K-5 who live in Eden Village, COR's residential program for women and children experiencing homelessness, as well as in surrounding low-income neighborhoods in Atlanta's Westside. Students are divided by age, so each group has a similar skill level; K-2 students are in one group, and 3rd- 5th grade students are in another. Middle and High School students in 6th–12th grade are served at the City School Centre on Gary Road, about 1.5 miles from the main campus; these youth attend our onsite school, City School, and live in either Eden Village or low-income neighborhoods in Atlanta's Westside. Both locations comply with ADA standards to ensure accessibility by individuals with mobility challenges.

City Youth (middle/high school) operates Monday-Friday for the afterschool program (2 hours/day for 36 weeks) and summer program (8 hours/day for eight weeks). City Kids (elementary) operates Monday-Friday for the afterschool program (2.5 hours/day for 36 weeks) and summer program (6 hours/day for eight weeks). City Youth and Kids offer Intercessory programming for 8 hours/day.

Unlike traditional after-school programs, ours also focuses on character development, team-building exercises, recreation, career development opportunities, and S.T.E.A.M. opportunities and instruction. Through the City School's low teacher-to-student ratio of 1:12 and daily study halls, individualized instruction and homework completion are integrated into each school day so the Afterschool Program can also focus on other equally important aspects of personal development for each student. Academic assistance is provided for those students who are struggling with their grades. Transportation to and from the program utilizes COR's buses and 15-passenger vans. Daily, three nutritious meals and a healthy snack are provided during the school week. Dinner is cooked and served onsite and is enjoyed in a family environment. Studies have proven that family mealtime can be a critical part of a youth's day, and COR provides important values and structure during this time.

Programming is designed to provide the high-quality educational and emotional resources needed to support children's positive social and academic development and help overcome long-existing inequities in these communities. Students follow the same general schedule daily to know what to expect and develop effective routines. Throughout all

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programming, staff focus on keeping activities fun, innovative, and relatable to the students we serve. Once students arrive, programming will consist of the following key components:

Healthy Snack and Team Time (15-20 minutes)

Healthy snacks and beverages are provided free to each student immediately upon arrival from school. This time allows staff and students to unwind while enjoying healthy fuel for their bodies and minds. Students will take turns helping serve and clean up each day to reinforce the importance of this healthy time. Snacks will follow the Dietary Guidelines for Americans (DGA) and the federal child nutrition programs and standards the DGA informs. Each snack includes a fruit or vegetable and easily accessible drinking water.

COR also operates The COR Kitchen, which serves over 300,000 meals annually to ensure all program participants have access to hot and healthy meals. The COR Kitchen provides meals for all children on the COR campus during lunch and dinner. The COR Kitchen will prepare “reheat and serve” meals for the City Youth served at City School Centre using that site’s commercial kitchen.

Once a week during snack time, staff will deliver a 15-minute lesson plan from the Positive Action (elementary) or Tyro (middle/high school) program. Positive Action is a nationally recognized, evidence-based program that improves academics, behavior, and character. In addition to the lesson, each day's snack time will help reinforce the Positive Action philosophy that you feel good about yourself when you do positive actions, and there is a positive way to do everything. For the remaining days of the week, students will have access to the activity booklets, journals, and other hands-on materials to reinforce these healthy habits.

Homework Help (approximately 1 hour)

Each age group goes to their dedicated homework space after snack time. Daily programming will include group and individualized homework support to reinforce the school-day learning and work on any gaps in knowledge. A key emphasis of this time is for students to learn good homework habits. This time will be structured not just to complete required work and master basic concepts but to foster positive organizational and study skills that will benefit them well beyond their current grade level. Staff also will treat this time as an essential opportunity for students to practice independent study and ask for assistance when needed. Volunteers from nearby colleges and universities such as Morehouse, Spelman, Georgia Tech, and Georgia State may also provide youth individualized tutoring and mentoring opportunities.

By turning to work as soon as snack time is finished, at the same time each day in the program, students will establish homework routines that they can carry to other settings to help promote academic achievement. Staff will check in with each student. Program staff also will actively assist students in improving organizational and study skills that can support overall academic success.

COR’s youth programming areas are arranged for independent study and small group work. At COR’s main campus, a loft covering a portion of the room makes space for more individualized learning centers and reading stations. The space is equipped with technology that can help keep students engaged in learning, including educational tools that can promote reading and literacy and help students learn to use technology strategically and capably. City School Centre provides individual space for homework completion, a dedicated AV lab space, and an art room.

Students bring their textbooks and assignments. COR will supply all necessary technology, materials, and supplies for students to complete their work. COR provides books and educational games to keep students engaged when completing

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homework. These materials also may be used to reinforce learning and as tools to explain more difficult homework concepts. A dedicated staff member will supervise all homework areas and be available to answer questions.

Most middle and high school students in City Youth will attend City School, allowing COR Youth staff to maintain a regular presence with the teachers to reinforce school connections. City Youth mentorship, tutoring, and life skills support will also be delivered with the hook of basketball, utilizing a basketball court at the City School Centre. The program will follow recommended research levels of time per grade level, understanding that certain students need additional support. Students who complete their homework during the first part of the academic time may spend the remaining time reading or engaged in other quiet activities.

If students need help with specific material, staff will encourage the student to note what needs to be clarified and discuss it with their teacher the next school day. If this communication does not solve the problem, program staff may contact the student's classroom teacher.

COR's youth programming emphasizes hands-on experiences to engage youth in their learning. This is particularly important for our community's low-income, underserved students to overcome historic inequities. This work will be designed to extend learning beyond the school day during the school year. By having students apply knowledge from their school subjects to new situations, they will see the importance of their school. For the students COR serves, reading at grade level is a challenge. COR staff thus will pay extra attention to providing personalized literacy enrichment activities for each student. Over 500 academic workshops and enrichment activities will be conducted in the Afterschool Programs in 2024.

Physical Fitness/Recreation/Skill Development Time (30-45 minutes)

COR offers developmentally appropriate, inclusive daily physical activities, games, and sports that encourage youth to establish healthy habits and be physically active. This time also provides opportunities to practice healthy communication, teamwork, and self-control. At least 15 minutes of this time will be devoted to moderate-vigorous activity. COR has installed shade tents to facilitate outdoor playground use even during inclement weather. In addition, COR has an indoor gym available for students at all sites. The City School Centre also has a sand volleyball court, outdoor basketball court, GaGa Ball, and a large multipurpose field.

Programming varies daily to keep students engaged and always includes physical activity. Unstructured play is offered both for physical fitness and to take advantage of the benefits of exercise for the brain. Programming will deliver expanded learning opportunities that support developmentally appropriate cognitive, social, physical, and emotional outcomes. Recreational outlets designed to engage students, build critical skills, and encourage self-expression will include music, art, science, and technology opportunities, along with visits from Scouts, the Atlanta Ballet, Draw Change, and other programming partners.

STEAM is incorporated daily using age-appropriate activities and may include the use of STEM kits, 3D printing, drones, coding (Sphero Balls, electronic boards, and collaborative and critical thinking activities), music (vocal training, electric/acoustic guitar, drums, and keyboard), arts/crafts, photography and videography, culinary arts and gardening, and financial literacy. Children will have opportunities to work collaboratively, problem-solve, and develop critical thinking. All programming will incorporate social-emotional learning to advance academic and personal growth. COR will also offer cultural enrichment, including regular field trips that are important for disadvantaged students to level the playing field.

Summer Programming

Summer Camp provides more time to provide hands-on learning experiences throughout the day. During the school year, staff will follow a similar schedule each day with time for snacks, exercise, academic support and remediation, hands-on enrichment activities, lunch, themed games, and free play. This enables the children to arrive knowing what to expect and ready to engage.

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The camp has a weekly theme for elementary-aged children. Each theme week will be concluded with a field trip to a local destination to reinforce the exciting learning that has taken place during the week. Themes will be carefully chosen to make learning fun while complementing school priorities.

All activities selected will offer multiple solutions to allow youth to explore, design, and solve the activity in an age-appropriate way that works for their learning level. This will be critical in serving students of various levels and having each learn to problem solve based on their abilities. Activities will also be inexpensive and low prep. They will use everyday materials found in grocery stores so that families can see that this type of fun learning experience may be done at home as well. Delivering these hands-on, engaging opportunities will also allow all students to learn uniquely away from the classroom setting. Since there is no "right" way to do any of these activities, students can approach each day with confidence and a positive mindset. Activities will include a mix of individual and group projects that are beneficial and engaging for a wide range of ages. Themed games will be selected to complement the enrichment activities while providing the students with opportunities for physical fitness in a non-competitive environment.

The students will be engaged in selecting the materials they will use and creating their unique designs. This will help them increase independence and confidence as well as problem-solving skills. Projects will also be selected for students to experience the close connections between what they learn in school and their everyday lives. For example, making their ice cream will help students see the science behind their food choices. This project will be used as a way to not only learn science but also discuss the importance of natural ingredients to reinforce healthy eating habits. Parents will be supplied with a list of household supplies, materials, and instructions for their students to share what they have learned at home.

Themes and activities will include age-appropriate excitement. For example, during S.T.E.A.M Intro, students may have opportunities to build paper roller coasters, create animal cages, and build Lego bridges. They may make a balloon hovercraft, experiment with magnetic slime, and see how peroxide fizzes. They may make lava lamps and rubber band helicopters. Corresponding field trips can then correlate this learning to Georgia Standards of Excellence. COR is also partnering with Girl Scouts, an art therapy group, and a dance group to offer exciting camp programming that extends what elementary students experience during the week.

We have several partners who aid in the service delivery model for the youth enrolled in the program. These include Georgia Tech, Georgia State, Morehouse and Spellman (tutoring and mentoring), Buckhead Church (tutoring and mentoring), Youth Entrepreneurship (curriculum and program support), Atlanta Technical College (Dual Enrollment), Truist (financial literacy and Career Day), CBRE (Career Day), DeNyse Signs (Career Day), Junior Achievement (Biz Town and Finance Park), Tyro (leadership program for young men of color), Scouts, Atlanta Ballet, Draw Change (art therapy), Camp Lighthouse (overnight camp and retreats), and Atlanta Breakfast Club and The COR Kitchen (cooking and nutrition classes).

No other program in the Westside operates in the manner that COR does and with the same success rate. Since 2014, we have experienced a 90% graduation and post-secondary acceptance rate. All students attend COR programs at no cost.

The Afterschool and Summer Program will address the following Fulton County Health and Human Services Key Performance Indicators:

- Prevent health disparities by education residents and connecting them to available resources
    - Percentage of residents who experience food insecurity. (COR provides three meals a day and healthy snacks for youth enrolled in the programs)
    - Number of people who receive behavioral health services (COR's onsite partner Mercy Care provides behavioral health services, and COR's clients have access to onsite mental health clinicians through House of Cherith)
- Help residents realize their educational potential through our community services and library programs

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- Percentage of high school students who meet literacy requirements (We have had a 10% overall ITBS test score improvement annually)
- Percentage of high school students who graduate on time (COR has had a 90% graduation rate since 2014)
- Percentage of eighth graders who meet target reading levels (10% ITBS test score increase annually)
- Percentage of fifth graders who meet target reading levels (10% ITBS test score increase annually)

Through Afterschool and Summer Program participation, K -12th grade youth receive enrichment opportunities focusing on S.T.E.A.M, academic support, healthy meals, transportation, and consistent, positive adult role models. COR's Afterschool and Summer Program addresses the following CSP Children and Youth Services Funding Priorities:
* In-school/Afterschool / Out of School Programs to help bring up academic and social/behavioral levels of school-aged youth (afterschool programming, enrichment programs, tutoring, summer camps, camps during school breaks)
* Ensure Safety and Justice by providing alternatives to activities and contributing factors that lead to unhealthy behaviors in children and youth (truancy; gangs; student mobility and homelessness; sexual activity; vaping; drug and alcohol abuse; eating disorders; cyberbullying and bullying; juvenile crimes; violence in media and culture; internet and social media addiction)
* Programs and services focusing on one or more of the six National Milestones of My Brother's Keeper (MBK) Alliance (MBK addresses persistent opportunity gaps faced by boys and young men of color and ensure that all young people can reach their full potential.)

In addition, participation in this program addresses the following Fulton County "Health & Human Services" Strategic Objectives:

- Prevent illness by engaging in healthier behavior: COR's youth are provided a safe space during the at-risk hours after school to decrease at-risk behaviors, including drinking, vaping, and sexual activity. They are also offered positive mentoring relationships with COR staff and volunteers, in addition to being surrounded by like-minded peers.
- Prevent health disparities by educating residents and connecting them to available resources: COR addresses food insecurity by providing an afterschool snack and dinner during the Afterschool Program and lunch and a snack during the Sumer Program.
- Help residents realize their educational potential through our community services and library programs: COR's youth graduate on time, meet literacy requirements after being enrolled for six months to 1 year (most arrive 1-2 years below grade level), and 5th and 8th graders meet targeted reading levels by the end of the year.
- Support the vulnerable residents in our social services: COR offers life-building interventions in four Key Impact Areas: Health and Wellness, Housing, Youth Development, and Vocational Training. We help arrest crises and restore dignity by providing the comprehensive support needed to address all barriers individuals and families face on their path to self-sufficiency.

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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.)	$2,000.00
Operational	$0.00
Direct Services	$38,000.00
Total	$40,000.00

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Explanation of Funding Details:

COR requests $40,000 (4.7% of the total program expenses) from the Fulton County Community Service Program for the following Afterschool and Summer Program Expenses:

- $2,000 (Administrative) to support staff time necessary to provide reports, invoices, and other compliance information required by Fulton County in an accurate, timely manner
- $38,000 (Direct Services) will help pay for salaries for Afterschool and Summer Program staff to help provide a safe space, positive mentoring relationships, and additional educational support to vulnerable youth in our community.

Program Performance Measures:

City of Refuge, Incorporated 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 boys/young men of color benefiting from My Brother's Keeper (MBK) Alliance six National Milestones...,Number of school-aged youth engaged in/benefiting from In school/ Afterschool/ Out of School Programs...,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:

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The main goal of CORs Afterschool and Summer Program is to provide at-risk youth with a safe haven, engaging enrichment activities, academic support, positive mentoring relationships, like-minded peers, and character and leadership development opportunities to improve their chances of avoiding involvement with the Juvenile Justice System, graduating high school on time, pursuing post-secondary education and training opportunities, and achieving their full potential.

Through COR's array of academic supports, enrichment activities, and mentoring and leadership development opportunities, the Afterschool and Summer Program will attain the following Fulton County defined performance measurements in 2024 with CSP grant funds:

- 50 school-aged youth will benefit from Afterschool / Out of School Programs to help bring up academic and social /behavioral levels
- 50 youth at risk for involvement with the Juvenile Justice System will demonstrate decreased or no delinquent behaviors (truancy, in-school suspension, out-of-school suspension, etc.)
- 30 boys and young men of color will benefit from My Brother's Keeper programs and services that address persistent opportunity gaps (defined by six National Milestones of My Brother's Keeper (MBK) Alliance

Through COR's array of academic supports, enrichment activities, and mentoring and leadership development opportunities, the Afterschool and Summer Program will attain the following agency defined performance measurements in 2024:

- 90% of high school seniors are accepted to a post-secondary training program (4-year college/university, technical college, certification program)
- 100% of high school students are exposed to post-secondary options and/or make a plan
- 50 youth participate in a structured enrichment activity at least once a week

COR staff are outcome and data-driven. Program success will be measured based on results from the youth enrolled in the programs, as they align directly with COR's mission to bring light, hope, and transformation to individuals and families in the Westside of Atlanta. Program attendance is tracked through daily attendance logs. Decreased or no delinquent behaviors (truancy, in-school suspension, out-of-school suspension, etc.) will be measured through attendance and conduct grades at City School and behavior observation during the Afterschool and Summer programs. Attendance is recorded daily in the Afterschool & Summer Program. Areas of success and needed improvement are noted and followed up on the following week. Conduct is reported and recorded daily and discussed during weekly staff meetings. Behavior modifications and consequences occur when warranted based on daily behavior. Each situation is handled individually, according to each youth's situation and the nature of the concerning behavior. All measures and performance indicators are tracked and recorded within the organization's internal database by the Program Manager, with oversight by the Vice President of Education.

Areas of evaluation for the Program include:

1. Is the academic tutoring the youth receive in the Afterschool Program and Summer program sufficient?
2. Are youth receiving the intended enrichment activities?
3. Are the enrichment activities enhancing the academic curriculum?
4. Are youth utilizing technology to enhance their education?
5. Were 50 school-aged youth enrolled?

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6. Are the youth meeting academic goals for the year?
7. Did COR achieve the graduation goals?
8. Did the youth avoid risky behaviors?

Milestones and a schedule for Performance Measurements identified above are as follows:

Objective	Reporting Period 1 (January – June)	Reporting Period 2 (July – December)
50 school-aged youth will benefit from Afterschool / Out of School Programs to help bring up academic and social /behavioral levels	25 youth will achieve this measurement	25 youth will achieve this measurement
50 Fulton County youth who are at risk for involvement with the Juvenile Justice system will demonstrate decreased or no delinquent behaviors	25 youth will achieve this measurement	25 youth will achieve this measurement
30 boys and young men of color will benefit from My Brother's Keeper programs and services that addresses persistent opportunity gaps (defined by six National Milestones of My Brother's Keeper (MBK) Alliance	15 youth will achieve this measurement	15 youth will achieve this measurement
90% of high school seniors are accepted to a post-secondary training program	90% of high school seniors will achieve this measurement	Measurement will be achieved by the end of the first reporting period
100% of high school students are exposed to post-secondary options and/or make a plan	100% achieve this measurement	100% achieve this measurement
50 youth participate in a structured enrichment activity at least once a week	25 youth will achieve this measurement	25 youth will achieve this measurement

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Agency Defined Performance Measure(s):

Through COR's array of academic supports, enrichment activities, and mentoring and leadership development opportunities, the Afterschool and Summer Program will attain the following agency-defined performance measurements in 2024:

- 90% of high school seniors are accepted to a post-secondary training program (4-year college/university, technical college, certification program)
- 100% of high school students are exposed to post-secondary options and/or make a plan
- 50 youth participate in a structured enrichment activity at least once a week

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.

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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

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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

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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:

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

To Contractor:

City of Refuge, Incorporated
1300 Joseph E. Boone Blvd
Atlanta, Georgia 30314

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

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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

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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 **City of Refuge, Incorporated**, 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

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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

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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

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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.

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STATE OF GEORGIA

COUNTY OF FULTON

FORM F: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services[1] under a contract with **[insert name of prime contractor (Agency)]** City of Refuge, 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.

2168048

EEV/Basic Pilot Program* User Identification Number

City of Refuge, Inc.

Name of Contractor (Agency)

BY: Authorized Signature of Officer or Agent of Contractor

VP Operations

Title of Authorized Officer or Agent of Contractor of Contractor

Scott Steiner

Printed Name of Authorized Officer or Agent of Contractor

Sworn to and subscribed before me this 13th day of February, 2024.

Notary Public: Malika Washington

County: Clayton

Commission Expires: 2/23/25

MALIKA WASHINGTON NOTARY PUBLIC CLAYTON COUNTY, GA MY COMMISSION EXPIRES FEBRUARY 23 2025

[1] 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.

[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].

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STATE OF GEORGIA

COUNTY OF FULTON

NOT APPLICABLE

FORM G: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT

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

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

_____
Name of Subcontractor (Individual/Agency)

_____
BY: Authorized Signature Officer or Agent of Subcontractor

_____
Title of Authorized Officer or Agent of Subcontractor

_____
Printed Name of Authorized Officer or Agent of Subcontractor

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

Notary Public: _____

County: _____

Commission Expires: _____

[3]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.

[4]*[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].

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/23/2024

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
Arthur J. Gallagher Risk Management Services, LLC
1050 Crown Pointe Parkway, Suite 600
Atlanta GA 30338

CONTACT NAME: Lindsey Pitts
PHONE (A/C, No, Ext): 678-393-5299 **FAX (A/C, No):** 678-393-5220
E-MAIL ADDRESS: Lindsey_Pitts@ajg.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Philadelphia Indemnity Insurance Company	18058
INSURER B : Bridgefield Casualty Insurance Company	10335
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED CITYOFR-10
City of Refuge, Inc.
1300 Joseph E Boone Boulevard NW
Atlanta GA 30314

COVERAGES **CERTIFICATE NUMBER:** 159216440 **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	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC OTHER:	Y	Y	PHPK2595674	9/14/2023	9/14/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 1,000,000 $ 1,000,000 $ 20,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y	Y	PHPK2595674	9/14/2023	9/14/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ $ $ $
A	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED X RETENTION $ 10,000			PHUB879178	9/14/2023	9/14/2024	EACH OCCURRENCE AGGREGATE 	$ 5,000,000 $ $
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		196-55986	9/14/2023	4/5/2024	PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A	Professional Liability Sexual Abuse and Molestation	Y	Y	PHPK2595674	9/14/2023	9/14/2024	Each Occurrence/Agg Each Occurrence/Agg	$1M/$1M $1M/$1M

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Fulton County Government, Its Employees, Servants and Agents are included as an Additional Insured as respects General Liability, Auto Liability and Umbrella Liability policies, pursuant to and subject to the policy's terms, definitions conditions and exclusions. The insurance provided in the General Liability policy is primary and any other insurance shall be excess only, and not contributing. Waiver of Subrogation applies in favor of additional insured on General Liability, Auto Liability, Umbrella Liability and Workers Compensation Policies, pursuant to and subject to the policy's terms, definitions conditions and exclusions. Abuse and Molestation (Children, Youth, and Seniors programs).

CERTIFICATE HOLDER
Fulton County Government
141 PRYOR ST SW
ATLANTA GA 30303-3408

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

AUTHORIZED REPRESENTATIVE
Christopher R. Ward

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

OWNER:

FULTON COUNTY, GEORGIA

DocuSigned by:
Robert L. Pitts
BA715B1A26544E7...

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST:

DocuSigned by:
Tonya R. Grier
EEC476C4837648D...

Tonya R. Grier
Clerk to the Commission

DocuSigned by:

(Affix County Seal)

CONTRACTOR:

VENDOR NAME **City of Refuge, Inc.**

DocuSigned by: Name of Signatory: Amy Pauls
Amy Pauls Title of Signatory: Grants Manager
8A2A6C660A04427...

Authorized Signature

ATTEST:

DocuSigned by: Name of 2nd Signatory: **Elizabeth**
Elizabeth Hornbuckle Title of 2nd Signatory: **Hornbuckle**
7520F3453644479...

Second Authorized Signature

DocuSigned by:

(Affix Corporate Seal, if applicable)

APPROVED AS TO FORM:

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

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FULTON COUNTY

CONTRACT DOCUMENTS

FOR

REQUEST FOR PROPOSAL 24RFP013124C-MH

2024 CONSOLIDATED COMMUNITY SERVICES PROGRAM

FOR

DEPARTMENT OF COMMUNITY DEVELOPMENT

OF

FULTON COUNTY, GEORGIA

DocuSign Envelope ID: 78980F6C-611A-423D-A385-0FA8E5573FA1

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 **Odyssey, 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:

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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

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ARTICLE 10. SUBCONTRACTING

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ARTICLE 13. PRECEDENCE OF AGREEMENT

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ARTICLE 16. GOVERNING LAW

ARTICLE 17. JURISDICTION

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ARTICLE I - PARTIES AND TERM:

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

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

(c) Nothing contained in this Agreement shall be 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: In school Afterschool Out of School Programs to help bring up academic...,Programs addressing mental health depression stress trauma and anxiety among youth and teens,Programs and services focusing on one or more of the six National Milestones of My Brothers Keeper...

Disabilities: Not Applicable

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Economic Stability: Not Applicable

Health and Wellness: Not Applicable

Homelessness: Not Applicable

Senior Services: Not Applicable

Veterans Services: Not Applicable

Odyssey, Inc., Odyssey Atlanta After-School Student Enrichment 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
Morris Brandon Elementary	2741 Howell Mill Rd NW		Georgia	30327	3	4,5,6
The Westminster Schools	1424 W PACES FERRY RD NW	ATLANTA	GA	30327-2428	3	4,5,6

Approach and Design:

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Odyssey, Inc., Odyssey Atlanta After-School Student Enrichment Program will provide services to **18** clients that reside in Fulton County, with CCSP funding.

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

For Summer 2024, Odyssey is prepared to measure the following three County-defined performance measures within Children & Youth Services:
1. In-school/ Afterschool/ Out of School Programs to help bring up academic and social/behavioral levels of school-aged youth (afterschool programming, enrichment programs, literacy programs, tutoring, mentoring, summer camps, camps during school breaks).
2. Programs and services focusing on one or more of the six National Milestones of My Brother's Keeper (MBK) Alliance. We will focus on the following three milestones: entering school ready to learn, reading at grade level by third grade, and graduating from high school ready for college and career.
3. Programs addressing mental health, depression, stress, trauma, and anxiety among youth and teens.

Odyssey partners with The Westminster Schools in Atlanta, rated one of the best private schools in Georgia, to provide access to curriculum, teachers, equipment, and materials. Odyssey's model is designed for each grade level to benefit from hands-on, immersive learning experiences. Each grade's curriculum is designed around age-appropriate themes, which drive day-to-day classroom structure, projects, and field trips. Our "whole learner" approach emphasizes the importance of building skills that transcend academics and exposing students to arts and culture, public service, and other concepts that prepare them for academic and post-graduate success. To help achieve this, Odyssey has built meaningful partnerships with museums, colleges and universities, and other organizations across Atlanta and Georgia that help meet the needs of our students.

Starting with a driving question, students learn by actively exploring real-world concepts and themes to acquire deeper knowledge and appreciation. Programs focus on the most critical measures of success at each level of development:

First Grade: Commotion in the Ocean
Driving Question: How does an understanding of the Earth's oceans affect the behavior of human interaction?

Second Grade: Stories of the Land
Driving Question: How can we, similar to the Native Americans of Georgia, use the land to help our community?

Third Grade: Living to 100 – Healthy Habits
Driving Question: What does it mean to be healthy?

Fourth Grade: Government and Me
Driving Question: How does the government impact me?

Fifth Grade: The World as a Village
Driving Question: If the world were a village, how would human rights be respected, but compromised?

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Sixth Grade: Community and Me
Driving Question: What are the key elements of community, public services, environment, and my place in society and my social responsibilities?

Seventh Grade: Odyssey Undercover
Driving Question: How does the criminal justice system impact our community?

Eighth Grade: Being Your Own Boss
Driving Question: How Do I Become My Own Boss?

Ninth Grade: Community Builders
Driving Question: What are the characteristics of a good community? Why?

Tenth Grade: Hidden Figures
Driving Question: With the technology and resources that are available today, how could the John Glenn launch be modified and still be successful?

Eleventh Grade: Social Impact of the Industrial Food Complex on Teens (Filming)
Driving Question: How does the Industrial Food Complex affect the physical, emotional, and social lives of teens?

Twelfth Grade: Odyssey University
Driving Question: How do you generate, revise, and polish a meaningful college essay that communicates your story most effectively?

Overview of Lower School

Odyssey's youngest learners in grades 1-5 engage in core academic lessons in reading, writing, and math, and enjoy extra-curricular activities such as art, dance, cooking and nutrition, physical education, and technology. Primary themes of study in lower school include health and wellness, ecology, globalism, and government. Students are exposed to places like the Chattahoochee Nature Center, Georgia Aquarium, High Museum of Art, and the National Center for Civil and Human Rights.

Overview of Middle School

Odyssey's middle school curriculum focuses on elements of the community, public services, environment, and their place in society and their social responsibility. Rising eighth graders focus on business plans and the finance market. During our "Shark Tank" activity, students persuade current business owners to invest in their businesses. Students are tasked with creating a prototype and developing a marketing and business plan to "pitch" to a panel of guest judges at the end of the program. This course enhances their financial literacy skills, enhances public speaking, and develops a better understanding of how to create a diverse economic portfolio, thus setting them up for post-graduate financial success. Middle school students visit spaces including the Atlanta History Center, the Georgia Bar Museum, Emory's Genetics Lab, the Southern Poverty Law Center, the Atlanta Food Bank, and the Federal Reserve.

Overview of High School

High school programs are designed around the seven Odyssey Scholar Pillars, which include: 1) Financially Literate, 2) Technologically Literate, 3) Knowledgeable and Skillful Collaborator, 4) Self Aware, 5) Socially Engaged, 6) Skillful Leader, and 7) College and Career Ready. Odyssey's goal for students in grades 9-12 is to prepare them for college and the workforce, ensuring they have the skills necessary to be successful. Programs focus on building persuasive writing

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skills, public speaking, self-management, SAT preparation, creative communication, mock interviews, and writing college essays. 11th and 12th-grade students meet with college counselors to actively complete multiple components of their college application and admissions process and learn about financial aid opportunities. Student field trips include visiting various neighborhoods around Atlanta, corporate visits, and several college and university campuses, including the Atlanta University Center, Kennesaw State University, Georgia Tech, University of Georgia, and several colleges & universities in the Southeastern region of the United States.

A critical component of Odyssey's programs for all grades (1-12) is providing ongoing mental health support for students and families. A 2019 report published by the Learning Policy Institute stated that a child's brain develops most fully when they feel emotionally and physically safe, and when they feel connected, challenged, and engaged. Facing adversity and trauma (housing instability, food insecurity, low income) hinders the brain's ability to develop. By creating a safe, inclusive environment and providing resources and mentors for students, we see a direct correlation to improved academic performance. Odyssey students receive daily Social Emotional Learning lessons and access to one-on-one sessions with licensed mental health professionals through referrals.

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).

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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.)	$2,000.00
Operational	$0.00
Direct Services	$38,000.00
Total	$40,000.00

Explanation of Funding Details:

Odyssey will use awarded funding from Fulton County to support year-round programming, including support for our rigorous summer program. $40,000 will support approximately 18 Fulton County students and cover program costs primarily related to transportation, meals, and supplies.

Program Performance Measures:

Odyssey, 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 boys/young men of color benefiting from My Brother's Keeper (MBK) Alliance six National Milestones...,Number of school-aged youth engaged in/benefiting from In school/ Afterschool/ Out of School Programs...,Number of youth/teens receiving referrals to behavioral health, evidence based programming/other supportive services

Disabilities: Not Applicable

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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:

For Summer 2024, Odyssey is prepared to measure the following three County-defined performance measures within Children & Youth Services:

1. Number of school-aged youth engaged in/benefiting from In school/ Afterschool/ Out of School Programs to help bring up academic and social/behavioral levels.
2. Number of youth/teens receiving referrals to behavioral health, evidence-based programming, and other supportive services.
3. Number of boys and young men of color benefiting from one or more of the My Brother's Keeper (MBK) Alliance six National Milestones. We will focus on the following three milestones: entering school ready to learn, reading at grade level by third grade, and graduating from high school ready for college and career.

Methods for Success

Since 2009, Odyssey has measured program success against five SMART Objectives (Specific, Measurable, Achievable, Realistic, and Time-Bound) to demonstrate measurable results. This data assesses academic progress and program retention throughout all grade levels, graduation rates, and college matriculation of our high school students. Odyssey SMART Objectives are organized into five categories comprising 13 SMART objectives. These are Academic, High School Graduation, Student Attendance, and Student Retention. The Academic section is subcategorized by reading, writing, mathematics, and High School Graduation.

In addition, Odyssey will measure the following agency-defined objectives:

- 70% of students who complete a summer at Odyssey will return for the following summer.
- 90% of Odyssey students will miss 3 days or less during the six weeks of the Odyssey summer program.
- 90% of Odyssey students participating in rising 11th or 12th-grade summers will attend a college, university, or technical school.
- 90% of Odyssey students participating in two or more years between 9th and 12th grades will graduate from high school.

To determine how well we are accomplishing our SMART objectives, Odyssey tests each student at the beginning and

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end of the program. The testing is designed for each grade level based on Georgia's teaching standards. The tests are also created from the Georgia assessment website to ensure standards and instruction are aligned with the state's expectations. Attendance objectives are tracked by daily attendance logs. Odyssey maintains a strict absentee policy of only 3 missed days each summer. If a student misses more than 3 days, they are asked to leave the program. This policy is based on extensive research demonstrating that an absentee rate of greater than 10% not only has adverse effects on the absent child but also on the peers in class who may miss instruction time or suffer a negative impact as an absent child attempts to get caught up in class. Families are informed of this policy before attending and sign an agreement demonstrating their commitment to take full advantage of Odyssey. Reading objectives are measured by regular book reports prepared by the students. The core learning objectives in math, reading comprehension, and writing are determined in part by the pretesting. Our faculty shapes the objectives to meet the most critical academic needs –eg. phonics, sentence structure, or vocabulary in language arts; place value and math facts in math; or critical thinking. For more than 5 years, Odyssey has used Edulastic, a universal assessment tool, to measure the progress of our students in grades 1-12. This longitudinal tool will give Odyssey the ability to monitor and impact each student's academic growth throughout the six-week program and track year-over-year improvement. In addition, Odyssey launched a new Salesforce database platform to house student data. The new database will serve as one of the tools to help in creating individual scholar profiles. Every student's unique profile will be used as part of the counseling program to guide each student through their academic career.

In alignment with our 2020-2025 Strategic Plan, Odyssey addresses three CSP funding priorities that impact Children & Youth Services, Economic Stability, and Health and Wellness. Odyssey incorporates Health and Human Services initiatives throughout all three divisions. Specifically, third graders focus on Health and Wellness as part of their "Living to 100" unit. Over six weeks, scholars focus on all elements of diet, nutrition, and exercise, and the importance of a healthy lifestyle to ensure a long lifestyle. The theme inspires learning healthy ways to prolong their lifespan, including exercise, sleep, and other healthy habits. To educate our scholars on the importance of economic stability, Odyssey incorporates financial literacy into its programming. Students have the opportunity to visit the Federal Reserve Bank where they learn the importance of maintaining stability in our financial systems and containing risks that may arise in financial markets. High school students are exposed to college campuses and trips to local companies as part of our career quests and networking events where they can learn more about various careers and the necessary steps to achieve success in these areas. In addition, the summer of 2024 will introduce rigorous financial literacy programming in partnership with Truist; introducing curriculum, online tools, and mentorship for grades 1-12.

In addition, Odyssey has identified social-emotional learning (SEL) as a priority for all grade levels. Odyssey's 2025 strategic plan included strengthening the project-based learning format, adding an SEL curriculum, developing a system for mental health support, and creating a road map that would support students leading up to and throughout their collegiate journey until graduation. Odyssey recently expanded its mental health services to connect with families year-round to provide them with the necessary support to succeed throughout the school year. Odyssey's Mental Health Committee consists of a diverse group of licensed professionals who meet with students and families to discuss topics ranging from boundary-setting, managing emotions, preparing for college, self-regulation strategies, and other topics to ensure they are equipped with the social and emotional skills to navigate life at each grade level. SEL programs and outcomes are developed and measured in partnership with Second Step, a program that helps students build social and emotional skills. We also conduct feedback surveys from students, teachers, and parents regularly to ensure we are meeting their needs.

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Agency Defined Performance Measure(s):

As described above, agency-described performance measures include:
- 70% of students who complete a summer at Odyssey will return for the following summer.
- 90% of Odyssey students will miss 3 days or less during the six weeks of the Odyssey summer program.
- 90% of Odyssey students participating in rising 11th or 12th-grade summers will attend a college, university, or technical school.
- 90% of Odyssey students participating in two or more years between 9th and 12th grades will graduate from high school.

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.

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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

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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

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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:

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

To Contractor:

Odyssey, Inc.
1424 West Paces Ferry Road, NW
Atlanta, Georgia 30327

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

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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

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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 **Odyssey, 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

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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

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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

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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.

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FORM F: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT AND AGREEMENT

Instructions:

Contractors must attest to compliance with the requirements of O.C.G.A 13-10-91 and the Georgia Department of Labor Rule 300-10-01-.02 by executing the Contractor Affidavit provided.

Applicants are required to complete and upload FORM F and FORM G in two (2) places FORM F: 2024 Georgia Security and Immigration Contractor Affidavit and Agreement, and as applicable FORM G: 2024 Georgia Security and Immigration Subcontractor Affidavit. Must use templates provided in the RFP. Previous year forms will not be accepted.
Form F must include name of agency, EEV number, Signature & Notary.
If applicable, Form G must include name, EEV number, and Signature of subcontractor.

Upload 1-Via Purchasing Bid page - BidNet Direct:
https://www.bidnetdirect.com/georgia/fultoncounty
(Note: You will be required to set up a FREE registration with BidNet Direct to use the upload feature)

Upload 2 -Via WebGrants under 2024 CCSP Eligibility Requirements:
https://fulton.dullestech.net

To Complete Fillable Form - Please enter the all required information,

- ✓ Press "**TAB**" key to navigate easily through the form *once you enter your Agency name, it will repopulate throughout the form.*
- ✓ Save as: "Form F Agency Name" as a .pdf version.
- ✓ Print for Signature and Notary.
- ✓ Scan and upload to WebGrants as directed above in "Upload 1 and Upload 2"

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STATE OF GEORGIA

COUNTY OF FULTON

FORM F: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services[1] under a contract with **[insert name of prime contractor (Agency)]** ODYSSEY 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.

62720
EEV/Basic Pilot Program* User Identification Number

ODYSSEY
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

Yisha Stanley
Printed Name of Authorized Officer or Agent of Contractor

Sworn to and subscribed before me this 15th day of February, 2024.

Notary Public: Christopher S Kelley

County: Fulton

Commission Expires: Dec 21, 2024

CHRISTOPHER S KELLEY NOTARY PUBLIC DEKALB COUNTY, GA MY COMMISSION EXPIRES DECEMBER 21 2024

[1]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 outstanding 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].

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FORM G: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT

Instructions:

In the event that your company is awarded the contract for this project and will be utilizing the services of any subcontractor(s) in connection with the physical performance of services pursuant to this contract, the following affidavit must be completed by such subcontractor(s). Your company must provide a copy of each such affidavit to Fulton County Government, Department of Purchasing & Contract Compliance with the proposal submittal.

All subcontractor affidavit(s) shall become a part of the contract and all subcontractor(s) affidavits shall be maintained by your company and available for inspection by Fulton County Government at any time during the term of the contract. All subcontractor(s) affidavit(s) shall become a part of any contractor/subcontractor agreement(s) entered into by your company.

Applicants are required to complete and upload FORM F and FORM G in two (2) places FORM F: 2024 Georgia Security and Immigration Contractor Affidavit and Agreement, and as applicable FORM G: 2024 Georgia Security and Immigration Subcontractor Affidavit. Must use templates provided in the RFP. Previous year forms will not be accepted.
Form F must include name of agency, EEV number, Signature & Notary.
If applicable, Form G must include name, EEV number, and Signature of subcontractor.

Upload 1-Via Purchasing Bid page - BidNet Direct:
https://www.bidnetdirect.com/georgia/fultoncounty
(Note: You will be required to set up a FREE registration with BidNet Direct to use the upload feature)

Upload 2 -Via WebGrants under 2024 CCSP Eligibility Requirements:
https://fulton.dullestech.net

To Complete Fillable Form - Please enter the all required information,
- ✓ Press "TAB" key to navigate easily through the form *once you enter your Agency name, it will repopulate throughout the form.*
- ✓ Save as: "Form F Agency Name"
- ✓ Print for Signature and Notary.
- ✓ Scan and upload to WebGrants as directed above in "Upload 1 and Upload 2"

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STATE OF GEORGIA

COUNTY OF FULTON

FORM G: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT

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

62720
EEV/Basic Pilot Program* User Identification Number of Subcontractor

ODYSSEY
Name of Subcontractor (Individual/Agency)

BY: Authorized Signature Officer or Agent of Subcontractor

EXECUTIVE DIRECTOR
Title of Authorized Officer or Agent of Subcontractor

Kisha Stanley
Printed Name of Authorized Officer or Agent of Subcontractor

Sworn to and subscribed before me this 15th day of February, 2024.

Notary Public: Christopher S. Kelley

County: Fulton

Commission Expires: Dec 21, 2024

CHRISTOPHER S KELLEY NOTARY PUBLIC DEKALB COUNTY, GA MY COMMISSION EXPIRES DECEMBER 21 2024

[3]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.

[4]*[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].

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Client#: 1437837 ODYSSINC

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/20/2024

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
USI Insurance Services LLC
6100 Fairview Road, Suite 800
Charlotte, NC 28210
855 874-1396

CONTACT NAME: Wynetta W Smith
PHONE (A/C, No, Ext): 704-901-8665 **FAX (A/C, No):**
E-MAIL ADDRESS: wynetta.smith@usi.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Utica National Insurance Company of TX	43478
INSURER B : Republic Franklin Insurance Company	12475
INSURER C : Great American Insurance Company	16691
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Odyssey, Inc; fka Collaborative Educati
1424 West Paces Ferry Rd NW
Atlanta, GA 30327

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			CPP4091161	12/15/2023	12/15/2024	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
							MED EXP (Any one person)	$5,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			BAC5104532	12/15/2023	12/15/2024	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR			4091163	12/15/2023	12/15/2024	EACH OCCURRENCE	$1,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$1,000,000
	DED X RETENTION $10,000							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			4086117	12/15/2023	12/15/2024	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N	N / A					E.L. EACH ACCIDENT	$1,000,000
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$1,000,000
C	EPLI/D&O			EPP4032228	12/15/2023	12/15/2024	$3,000,000 Aggregate	
A	Abuse or Molestat			CPP4091161	12/15/2023	12/15/2024	$1,000,000 Each Loss	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate Holder Full name:
Fulton County Department of Community Development
Office of Grants and Community Partnerships
137 Peachtree St., SW, Suite 100
Atlanta, GA 30303

CERTIFICATE HOLDER
Fulton County Department...
see above for full holder name
137 Peachtree Street, SW Suite 100
Atlanta, GA 30303

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

AUTHORIZED REPRESENTATIVE
Paula B Bulman

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Client#: 1437837 ODYSSINC

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/20/2024

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PRODUCER
USI Insurance Services LLC
6100 Fairview Road, Suite 800
Charlotte, NC 28210
855 874-1396

CONTACT NAME: Wynetta W Smith
PHONE (A/C, No, Ext): 704-901-8665 **FAX (A/C, No):**
E-MAIL ADDRESS: wynetta.smith@usi.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Utica National Insurance Company of TX	43478
INSURER B : Republic Franklin Insurance Company	12475
INSURER C : Great American Insurance Company	16691
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Odyssey, Inc; fka Collaborative Educati
1424 West Paces Ferry Rd NW
Atlanta, GA 30327

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

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INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			CPP4091161	12/15/2023	12/15/2024	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
							MED EXP (Any one person)	$5,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			BAC5104532	12/15/2023	12/15/2024	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR			4091163	12/15/2023	12/15/2024	EACH OCCURRENCE	$1,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$1,000,000
	DED X RETENTION $10,000							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			4086117	12/15/2023	12/15/2024	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N	N / A					E.L. EACH ACCIDENT	$1,000,000
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$1,000,000
C	EPLI/D&O			EPP4032228	12/15/2023	12/15/2024	$3,000,000 Aggregate	
A	Abuse or Molestat			CPP4091161	12/15/2023	12/15/2024	$1,000,000 Each Loss	

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

CERTIFICATE HOLDER
Fulton County Government
141 Pryor St. SW
Atlanta, GA 30303-3408

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

AUTHORIZED REPRESENTATIVE
Paula B Bulman

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Client#: 1437837 ODYSSINC

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/20/2024

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PRODUCER	CONTACT NAME: Wynetta W Smith	
USI Insurance Services LLC 6100 Fairview Road, Suite 800 Charlotte, NC 28210 855 874-1396	PHONE (A/C, No, Ext): 704-901-8665	FAX (A/C, No):
	E-MAIL ADDRESS: wynetta.smith@usi.com	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Odyssey, Inc; fka Collaborative Educati 1424 West Paces Ferry Rd NW Atlanta, GA 30327	INSURER A : Utica National Insurance Company of TX	43478
	INSURER B : Republic Franklin Insurance Company	12475
	INSURER C : Great American Insurance Company	16691
	INSURER D :	
	INSURER E :	
	INSURER F :	

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

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INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
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	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
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	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			BAC5104532	12/15/2023	12/15/2024	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR			4091163	12/15/2023	12/15/2024	EACH OCCURRENCE	$1,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$1,000,000
	DED X RETENTION $10,000							$
A	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	4086117	12/15/2023	12/15/2024	X PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	$1,000,000
							E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000
C	EPLI/D&O			EPP4032228	12/15/2023	12/15/2024	$3,000,000 Aggregate	
A	Abuse or Molestat			CPP4091161	12/15/2023	12/15/2024	$1,000,000 Each Loss	

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

CERTIFICATE HOLDER

Fulton County Housing & Human Services Department
137 Peachtree Street SW
Suite 100
Atlanta, GA 30303

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Paula B Bulman

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Client#: 1497837 ODYSSINC

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/20/2024

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

PRODUCER	CONTACT NAME: Wynetta W Smith	
USI Insurance Services LLC 6100 Fairview Road, Suite 800 Charlotte, NC 28210 855 874-1396	PHONE (A/C, No, Ext): 704-901-8665	FAX (A/C, No):
	E-MAIL ADDRESS: wynetta.smith@usi.com	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Odyssey, Inc; fka Collaborative Educati 1424 West Paces Ferry Rd NW Atlanta, GA 30327	INSURER A : Utica National Insurance Company of TX	43478
	INSURER B : Republic Franklin Insurance Company	12475
	INSURER C : Great American Insurance Company	16691
	INSURER D :	
	INSURER E :	
	INSURER F :	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			CPP4091161	12/15/2023	12/15/2024	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
							MED EXP (Any one person)	$5,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			BAC5104532	12/15/2023	12/15/2024	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR			4091163	12/15/2023	12/15/2024	EACH OCCURRENCE	$1,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$1,000,000
	DED X RETENTION $10,000							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			4086117	12/15/2023	12/15/2024	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N	N / A					E.L. EACH ACCIDENT	$1,000,000
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$1,000,000
C	EPLI/D&O			EPP4032228	12/15/2023	12/15/2024	$3,000,000 Aggregate	
A	Abuse or Molestat			CPP4091161	12/15/2023	12/15/2024	$1,000,000 Each Loss	

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

CERTIFICATE HOLDER

Fulton County Human Services
Dept
115 Martin Luther King Jr. Dr.
Atlanta, GA 30303

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Paula B Bulman

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Client#: 1497837 ODYSSINC

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/20/2024

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PRODUCER	CONTACT NAME: Wynetta W Smith	
USI Insurance Services LLC 6100 Fairview Road, Suite 800 Charlotte, NC 28210 855 874-1396	PHONE (A/C, No, Ext): 704-901-8665	FAX (A/C, No):
	E-MAIL ADDRESS: wynetta.smith@usi.com	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
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	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
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	OTHER:							$
A	AUTOMOBILE LIABILITY			BAC5104532	12/15/2023	12/15/2024	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR			4091163	12/15/2023	12/15/2024	EACH OCCURRENCE	$1,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$1,000,000
	DED X RETENTION $10,000							$
A	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	4086117	12/15/2023	12/15/2024	X PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	$1,000,000
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Loc# 1 - 1424 West Paces Ferry Rd NW; Atlanta, GA

Building # 1 Pressly Hall

CERTIFICATE HOLDER

Fulton County Human Services
Dept
115 Martin Luther King Jr. Dr.
Atlanta, GA 30303

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Paula B Bulman

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SOKZB

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

OWNER:

FULTON COUNTY, GEORGIA

DocuSigned by:
Robert L. Pitts
BA715B1A26544E7...

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST:

DocuSigned by:
Tonya R. Grier
EEC476C4837648D...

Tonya R. Grier
Clerk to the Commission

DocuSigned by:

(Affix County Seal)

CONTRACTOR:

VENDOR NAME **Odyssey, Inc.**

DocuSigned by:
Kisha Stanley
AAB3FFD8DC714D1...

Name of Signatory: Kisha Stanley
Title of Signatory: Executive Director

Authorized Signature

ATTEST:

DocuSigned by:
Rebecca Wallace
84A97DCA71E0455...

Name of 2nd Signatory: **Rebecca Wallace**
Title of 2nd Signatory: **Director of Development**

Second Authorized Signature

DocuSigned by:

(Affix Corporate Seal, if applicable)

APPROVED AS TO FORM:

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

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FULTON COUNTY

CONTRACT DOCUMENTS

FOR

REQUEST FOR PROPOSAL 24RFP013124C-MH

2024 CONSOLIDATED COMMUNITY SERVICES PROGRAM

FOR

DEPARTMENT OF COMMUNITY DEVELOPMENT

OF

FULTON COUNTY, GEORGIA

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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 **Odyssey, 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:

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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

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ARTICLE I - PARTIES AND TERM:

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

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

(c) Nothing contained in this Agreement shall be 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: In school Afterschool Out of School Programs to help bring up academic...,Programs addressing mental health depression stress trauma and anxiety among youth and teens,Programs and services focusing on one or more of the six National Milestones of My Brothers Keeper...

Disabilities: Not Applicable

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Economic Stability: Not Applicable

Health and Wellness: Not Applicable

Homelessness: Not Applicable

Senior Services: Not Applicable

Veterans Services: Not Applicable

Odyssey, Inc., Odyssey Atlanta After-School Student Enrichment 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
Morris Brandon Elementary	2741 Howell Mill Rd NW		Georgia	30327	3	4,5,6
The Westminster Schools	1424 W PACES FERRY RD NW	ATLANTA	GA	30327-2428	3	4,5,6

Approach and Design:

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Odyssey, Inc., Odyssey Atlanta After-School Student Enrichment Program will provide services to **18** clients that reside in Fulton County, with CCSP funding.

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

For Summer 2024, Odyssey is prepared to measure the following three County-defined performance measures within Children & Youth Services:
1. In-school/ Afterschool/ Out of School Programs to help bring up academic and social/behavioral levels of school-aged youth (afterschool programming, enrichment programs, literacy programs, tutoring, mentoring, summer camps, camps during school breaks).
2. Programs and services focusing on one or more of the six National Milestones of My Brother's Keeper (MBK) Alliance. We will focus on the following three milestones: entering school ready to learn, reading at grade level by third grade, and graduating from high school ready for college and career.
3. Programs addressing mental health, depression, stress, trauma, and anxiety among youth and teens.

Odyssey partners with The Westminster Schools in Atlanta, rated one of the best private schools in Georgia, to provide access to curriculum, teachers, equipment, and materials. Odyssey's model is designed for each grade level to benefit from hands-on, immersive learning experiences. Each grade's curriculum is designed around age-appropriate themes, which drive day-to-day classroom structure, projects, and field trips. Our "whole learner" approach emphasizes the importance of building skills that transcend academics and exposing students to arts and culture, public service, and other concepts that prepare them for academic and post-graduate success. To help achieve this, Odyssey has built meaningful partnerships with museums, colleges and universities, and other organizations across Atlanta and Georgia that help meet the needs of our students.

Starting with a driving question, students learn by actively exploring real-world concepts and themes to acquire deeper knowledge and appreciation. Programs focus on the most critical measures of success at each level of development:

First Grade: Commotion in the Ocean
Driving Question: How does an understanding of the Earth's oceans affect the behavior of human interaction?

Second Grade: Stories of the Land
Driving Question: How can we, similar to the Native Americans of Georgia, use the land to help our community?

Third Grade: Living to 100 – Healthy Habits
Driving Question: What does it mean to be healthy?

Fourth Grade: Government and Me
Driving Question: How does the government impact me?

Fifth Grade: The World as a Village
Driving Question: If the world were a village, how would human rights be respected, but compromised?

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Sixth Grade: Community and Me
Driving Question: What are the key elements of community, public services, environment, and my place in society and my social responsibilities?

Seventh Grade: Odyssey Undercover
Driving Question: How does the criminal justice system impact our community?

Eighth Grade: Being Your Own Boss
Driving Question: How Do I Become My Own Boss?

Ninth Grade: Community Builders
Driving Question: What are the characteristics of a good community? Why?

Tenth Grade: Hidden Figures
Driving Question: With the technology and resources that are available today, how could the John Glenn launch be modified and still be successful?

Eleventh Grade: Social Impact of the Industrial Food Complex on Teens (Filming)
Driving Question: How does the Industrial Food Complex affect the physical, emotional, and social lives of teens?

Twelfth Grade: Odyssey University
Driving Question: How do you generate, revise, and polish a meaningful college essay that communicates your story most effectively?

Overview of Lower School

Odyssey's youngest learners in grades 1-5 engage in core academic lessons in reading, writing, and math, and enjoy extra-curricular activities such as art, dance, cooking and nutrition, physical education, and technology. Primary themes of study in lower school include health and wellness, ecology, globalism, and government. Students are exposed to places like the Chattahoochee Nature Center, Georgia Aquarium, High Museum of Art, and the National Center for Civil and Human Rights.

Overview of Middle School

Odyssey's middle school curriculum focuses on elements of the community, public services, environment, and their place in society and their social responsibility. Rising eighth graders focus on business plans and the finance market. During our "Shark Tank" activity, students persuade current business owners to invest in their businesses. Students are tasked with creating a prototype and developing a marketing and business plan to "pitch" to a panel of guest judges at the end of the program. This course enhances their financial literacy skills, enhances public speaking, and develops a better understanding of how to create a diverse economic portfolio, thus setting them up for post-graduate financial success. Middle school students visit spaces including the Atlanta History Center, the Georgia Bar Museum, Emory's Genetics Lab, the Southern Poverty Law Center, the Atlanta Food Bank, and the Federal Reserve.

Overview of High School

High school programs are designed around the seven Odyssey Scholar Pillars, which include: 1) Financially Literate, 2) Technologically Literate, 3) Knowledgeable and Skillful Collaborator, 4) Self Aware, 5) Socially Engaged, 6) Skillful Leader, and 7) College and Career Ready. Odyssey's goal for students in grades 9-12 is to prepare them for college and the workforce, ensuring they have the skills necessary to be successful. Programs focus on building persuasive writing

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skills, public speaking, self-management, SAT preparation, creative communication, mock interviews, and writing college essays. 11th and 12th-grade students meet with college counselors to actively complete multiple components of their college application and admissions process and learn about financial aid opportunities. Student field trips include visiting various neighborhoods around Atlanta, corporate visits, and several college and university campuses, including the Atlanta University Center, Kennesaw State University, Georgia Tech, University of Georgia, and several colleges & universities in the Southeastern region of the United States.

A critical component of Odyssey's programs for all grades (1-12) is providing ongoing mental health support for students and families. A 2019 report published by the Learning Policy Institute stated that a child's brain develops most fully when they feel emotionally and physically safe, and when they feel connected, challenged, and engaged. Facing adversity and trauma (housing instability, food insecurity, low income) hinders the brain's ability to develop. By creating a safe, inclusive environment and providing resources and mentors for students, we see a direct correlation to improved academic performance. Odyssey students receive daily Social Emotional Learning lessons and access to one-on-one sessions with licensed mental health professionals through referrals.

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).

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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.)	$2,000.00
Operational	$0.00
Direct Services	$38,000.00
Total	$40,000.00

Explanation of Funding Details:

Odyssey will use awarded funding from Fulton County to support year-round programming, including support for our rigorous summer program. $40,000 will support approximately 18 Fulton County students and cover program costs primarily related to transportation, meals, and supplies.

Program Performance Measures:

Odyssey, 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 boys/young men of color benefiting from My Brother's Keeper (MBK) Alliance six National Milestones...,Number of school-aged youth engaged in/benefiting from In school/ Afterschool/ Out of School Programs...,Number of youth/teens receiving referrals to behavioral health, evidence based programming/other supportive services

Disabilities: Not Applicable

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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:

For Summer 2024, Odyssey is prepared to measure the following three County-defined performance measures within Children & Youth Services:

1. Number of school-aged youth engaged in/benefiting from In school/ Afterschool/ Out of School Programs to help bring up academic and social/behavioral levels.
2. Number of youth/teens receiving referrals to behavioral health, evidence-based programming, and other supportive services.
3. Number of boys and young men of color benefiting from one or more of the My Brother's Keeper (MBK) Alliance six National Milestones. We will focus on the following three milestones: entering school ready to learn, reading at grade level by third grade, and graduating from high school ready for college and career.

Methods for Success

Since 2009, Odyssey has measured program success against five SMART Objectives (Specific, Measurable, Achievable, Realistic, and Time-Bound) to demonstrate measurable results. This data assesses academic progress and program retention throughout all grade levels, graduation rates, and college matriculation of our high school students. Odyssey SMART Objectives are organized into five categories comprising 13 SMART objectives. These are Academic, High School Graduation, Student Attendance, and Student Retention. The Academic section is subcategorized by reading, writing, mathematics, and High School Graduation.

In addition, Odyssey will measure the following agency-defined objectives:

- 70% of students who complete a summer at Odyssey will return for the following summer.
- 90% of Odyssey students will miss 3 days or less during the six weeks of the Odyssey summer program.
- 90% of Odyssey students participating in rising 11th or 12th-grade summers will attend a college, university, or technical school.
- 90% of Odyssey students participating in two or more years between 9th and 12th grades will graduate from high school.

To determine how well we are accomplishing our SMART objectives, Odyssey tests each student at the beginning and

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end of the program. The testing is designed for each grade level based on Georgia's teaching standards. The tests are also created from the Georgia assessment website to ensure standards and instruction are aligned with the state's expectations. Attendance objectives are tracked by daily attendance logs. Odyssey maintains a strict absentee policy of only 3 missed days each summer. If a student misses more than 3 days, they are asked to leave the program. This policy is based on extensive research demonstrating that an absentee rate of greater than 10% not only has adverse effects on the absent child but also on the peers in class who may miss instruction time or suffer a negative impact as an absent child attempts to get caught up in class. Families are informed of this policy before attending and sign an agreement demonstrating their commitment to take full advantage of Odyssey. Reading objectives are measured by regular book reports prepared by the students. The core learning objectives in math, reading comprehension, and writing are determined in part by the pretesting. Our faculty shapes the objectives to meet the most critical academic needs –eg. phonics, sentence structure, or vocabulary in language arts; place value and math facts in math; or critical thinking. For more than 5 years, Odyssey has used Edulastic, a universal assessment tool, to measure the progress of our students in grades 1-12. This longitudinal tool will give Odyssey the ability to monitor and impact each student's academic growth throughout the six-week program and track year-over-year improvement. In addition, Odyssey launched a new Salesforce database platform to house student data. The new database will serve as one of the tools to help in creating individual scholar profiles. Every student's unique profile will be used as part of the counseling program to guide each student through their academic career.

In alignment with our 2020-2025 Strategic Plan, Odyssey addresses three CSP funding priorities that impact Children & Youth Services, Economic Stability, and Health and Wellness. Odyssey incorporates Health and Human Services initiatives throughout all three divisions. Specifically, third graders focus on Health and Wellness as part of their "Living to 100" unit. Over six weeks, scholars focus on all elements of diet, nutrition, and exercise, and the importance of a healthy lifestyle to ensure a long lifestyle. The theme inspires learning healthy ways to prolong their lifespan, including exercise, sleep, and other healthy habits. To educate our scholars on the importance of economic stability, Odyssey incorporates financial literacy into its programming. Students have the opportunity to visit the Federal Reserve Bank where they learn the importance of maintaining stability in our financial systems and containing risks that may arise in financial markets. High school students are exposed to college campuses and trips to local companies as part of our career quests and networking events where they can learn more about various careers and the necessary steps to achieve success in these areas. In addition, the summer of 2024 will introduce rigorous financial literacy programming in partnership with Truist; introducing curriculum, online tools, and mentorship for grades 1-12.

In addition, Odyssey has identified social-emotional learning (SEL) as a priority for all grade levels. Odyssey's 2025 strategic plan included strengthening the project-based learning format, adding an SEL curriculum, developing a system for mental health support, and creating a road map that would support students leading up to and throughout their collegiate journey until graduation. Odyssey recently expanded its mental health services to connect with families year-round to provide them with the necessary support to succeed throughout the school year. Odyssey's Mental Health Committee consists of a diverse group of licensed professionals who meet with students and families to discuss topics ranging from boundary-setting, managing emotions, preparing for college, self-regulation strategies, and other topics to ensure they are equipped with the social and emotional skills to navigate life at each grade level. SEL programs and outcomes are developed and measured in partnership with Second Step, a program that helps students build social and emotional skills. We also conduct feedback surveys from students, teachers, and parents regularly to ensure we are meeting their needs.

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Agency Defined Performance Measure(s):

As described above, agency-described performance measures include:
- 70% of students who complete a summer at Odyssey will return for the following summer.
- 90% of Odyssey students will miss 3 days or less during the six weeks of the Odyssey summer program.
- 90% of Odyssey students participating in rising 11th or 12th-grade summers will attend a college, university, or technical school.
- 90% of Odyssey students participating in two or more years between 9th and 12th grades will graduate from high school.

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.

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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

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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

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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:

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

To Contractor:

Odyssey, Inc.
1424 West Paces Ferry Road, NW
Atlanta, Georgia 30327

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

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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

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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 **Odyssey, 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

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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

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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

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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.

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FORM F: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT AND AGREEMENT

Instructions:

Contractors must attest to compliance with the requirements of O.C.G.A 13-10-91 and the Georgia Department of Labor Rule 300-10-01-.02 by executing the Contractor Affidavit provided.

Applicants are required to complete and upload FORM F and FORM G in two (2) places FORM F: 2024 Georgia Security and Immigration Contractor Affidavit and Agreement, and as applicable FORM G: 2024 Georgia Security and Immigration Subcontractor Affidavit. Must use templates provided in the RFP. Previous year forms will not be accepted.
Form F must include name of agency, EEV number, Signature & Notary.
If applicable, Form G must include name, EEV number, and Signature of subcontractor.

Upload 1-Via Purchasing Bid page - BidNet Direct:
https://www.bidnetdirect.com/georgia/fultoncounty
(Note: You will be required to set up a FREE registration with BidNet Direct to use the upload feature)

Upload 2 -Via WebGrants under 2024 CCSP Eligibility Requirements:
https://fulton.dullestech.net

To Complete Fillable Form - Please enter the all required information,

- ✓ Press "**TAB**" key to navigate easily through the form *once you enter your Agency name, it will repopulate throughout the form.*
- ✓ Save as: "Form F Agency Name" as a .pdf version.
- ✓ Print for Signature and Notary.
- ✓ Scan and upload to WebGrants as directed above in "Upload 1 and Upload 2"

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STATE OF GEORGIA

COUNTY OF FULTON

FORM F: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services[1] under a contract with **[insert name of prime contractor (Agency)]** ODYSSEY 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.

62720
EEV/Basic Pilot Program* User Identification Number

ODYSSEY
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

Yisha Stanley
Printed Name of Authorized Officer or Agent of Contractor

Sworn to and subscribed before me this 15th day of February, 2024.

Notary Public: Christopher S Kelley

County: Fulton

Commission Expires: Dec 21, 2024

CHRISTOPHER S KELLEY NOTARY PUBLIC DEKALB COUNTY, GA MY COMMISSION EXPIRES DECEMBER 21 2024

[1]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 outstanding 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].

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FORM G: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT

Instructions:

In the event that your company is awarded the contract for this project and will be utilizing the services of any subcontractor(s) in connection with the physical performance of services pursuant to this contract, the following affidavit must be completed by such subcontractor(s). Your company must provide a copy of each such affidavit to Fulton County Government, Department of Purchasing & Contract Compliance with the proposal submittal.

All subcontractor affidavit(s) shall become a part of the contract and all subcontractor(s) affidavits shall be maintained by your company and available for inspection by Fulton County Government at any time during the term of the contract. All subcontractor(s) affidavit(s) shall become a part of any contractor/subcontractor agreement(s) entered into by your company.

Applicants are required to complete and upload FORM F and FORM G in two (2) places FORM F: 2024 Georgia Security and Immigration Contractor Affidavit and Agreement, and as applicable FORM G: 2024 Georgia Security and Immigration Subcontractor Affidavit. Must use templates provided in the RFP. Previous year forms will not be accepted.
Form F must include name of agency, EEV number, Signature & Notary.
If applicable, Form G must include name, EEV number, and Signature of subcontractor.

Upload 1-Via Purchasing Bid page - BidNet Direct:
https://www.bidnetdirect.com/georgia/fultoncounty
(Note: You will be required to set up a FREE registration with BidNet Direct to use the upload feature)

Upload 2 -Via WebGrants under 2024 CCSP Eligibility Requirements:
https://fulton.dullestech.net

To Complete Fillable Form - Please enter the all required information,
- ✓ Press "TAB" key to navigate easily through the form *once you enter your Agency name, it will repopulate throughout the form.*
- ✓ Save as: "Form F Agency Name"
- ✓ Print for Signature and Notary.
- ✓ Scan and upload to WebGrants as directed above in "Upload 1 and Upload 2"

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STATE OF GEORGIA

COUNTY OF FULTON

FORM G: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT

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

62720
EEV/Basic Pilot Program* User Identification Number of Subcontractor

ODYSSEY
Name of Subcontractor (Individual/Agency)

BY: Authorized Signature Officer or Agent of Subcontractor

EXECUTIVE DIRECTOR
Title of Authorized Officer or Agent of Subcontractor

Kisha Stanley
Printed Name of Authorized Officer or Agent of Subcontractor

Sworn to and subscribed before me this 15th day of February, 2024.

Notary Public: Christopher S. Kelley

County: Fulton

Commission Expires: Dec 21, 2024

CHRISTOPHER S KELLEY NOTARY PUBLIC DEKALB COUNTY, GA MY COMMISSION EXPIRES DECEMBER 21 2024

[3]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.

[4]*[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].

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Client#: 1437837 ODYSSINC

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/20/2024

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PRODUCER
USI Insurance Services LLC
6100 Fairview Road, Suite 800
Charlotte, NC 28210
855 874-1396

CONTACT NAME: Wynetta W Smith
PHONE (A/C, No, Ext): 704-901-8665 **FAX (A/C, No):**
E-MAIL ADDRESS: wynetta.smith@usi.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Utica National Insurance Company of TX	43478
INSURER B : Republic Franklin Insurance Company	12475
INSURER C : Great American Insurance Company	16691
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Odyssey, Inc; fka Collaborative Educati
1424 West Paces Ferry Rd NW
Atlanta, GA 30327

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

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INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			CPP4091161	12/15/2023	12/15/2024	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
							MED EXP (Any one person)	$5,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			BAC5104532	12/15/2023	12/15/2024	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR			4091163	12/15/2023	12/15/2024	EACH OCCURRENCE	$1,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$1,000,000
	DED X RETENTION $10,000							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			4086117	12/15/2023	12/15/2024	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N	N / A					E.L. EACH ACCIDENT	$1,000,000
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$1,000,000
C	EPLI/D&O			EPP4032228	12/15/2023	12/15/2024	$3,000,000 Aggregate	
A	Abuse or Molestat			CPP4091161	12/15/2023	12/15/2024	$1,000,000 Each Loss	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate Holder Full name:
Fulton County Department of Community Development
Office of Grants and Community Partnerships
137 Peachtree St., SW, Suite 100
Atlanta, GA 30303

CERTIFICATE HOLDER
Fulton County Department...
see above for full holder name
137 Peachtree Street, SW Suite 100
Atlanta, GA 30303

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

AUTHORIZED REPRESENTATIVE
Paula B Bulman

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Client#: 1437837 ODYSSINC

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855 874-1396

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1424 West Paces Ferry Rd NW
Atlanta, GA 30327

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							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			BAC5104532	12/15/2023	12/15/2024	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR			4091163	12/15/2023	12/15/2024	EACH OCCURRENCE	$1,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$1,000,000
	DED X RETENTION $10,000							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			4086117	12/15/2023	12/15/2024	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N	N / A					E.L. EACH ACCIDENT	$1,000,000
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$1,000,000
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A	Abuse or Molestat			CPP4091161	12/15/2023	12/15/2024	$1,000,000 Each Loss	

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

CERTIFICATE HOLDER
Fulton County Government
141 Pryor St. SW
Atlanta, GA 30303-3408

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

AUTHORIZED REPRESENTATIVE
Paula B Bulman

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PRODUCER	CONTACT NAME: Wynetta W Smith	
USI Insurance Services LLC 6100 Fairview Road, Suite 800 Charlotte, NC 28210 855 874-1396	PHONE (A/C, No, Ext): 704-901-8665	FAX (A/C, No):
	E-MAIL ADDRESS: wynetta.smith@usi.com	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Odyssey, Inc; fka Collaborative Educati 1424 West Paces Ferry Rd NW Atlanta, GA 30327	INSURER A : Utica National Insurance Company of TX	43478
	INSURER B : Republic Franklin Insurance Company	12475
	INSURER C : Great American Insurance Company	16691
	INSURER D :	
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COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
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	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			BAC5104532	12/15/2023	12/15/2024	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR			4091163	12/15/2023	12/15/2024	EACH OCCURRENCE	$1,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$1,000,000
	DED X RETENTION $10,000							$
A	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	4086117	12/15/2023	12/15/2024	X PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	$1,000,000
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Fulton County Housing & Human Services Department
137 Peachtree Street SW
Suite 100
Atlanta, GA 30303

CANCELLATION

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AUTHORIZED REPRESENTATIVE

Paula B Bulman

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	OTHER:							$
A	AUTOMOBILE LIABILITY			BAC5104532	12/15/2023	12/15/2024	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
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	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
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	DED X RETENTION $10,000							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			4086117	12/15/2023	12/15/2024	X PER STATUTE / OTH-ER	
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CERTIFICATE HOLDER

Fulton County Human Services
Dept
115 Martin Luther King Jr. Dr.
Atlanta, GA 30303

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Loc# 1 - 1424 West Paces Ferry Rd NW; Atlanta, GA

Building # 1 Pressly Hall

CERTIFICATE HOLDER

Fulton County Human Services
Dept
115 Martin Luther King Jr. Dr.
Atlanta, GA 30303

CANCELLATION

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AUTHORIZED REPRESENTATIVE

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

OWNER:

FULTON COUNTY, GEORGIA

DocuSigned by:
Robert L. Pitts
BA715B1A26544E7...

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST:

DocuSigned by:
Tonya R. Grier
EEC476C4837648D...

Tonya R. Grier
Clerk to the Commission

DocuSigned by:

(Affix County Seal)

CONTRACTOR:

VENDOR NAME **Odyssey, Inc.**

DocuSigned by:
Kisha Stanley
AAB3FFD8DC714D1...

Name of Signatory: Kisha Stanley
Title of Signatory: Executive Director

Authorized Signature

ATTEST:

DocuSigned by:
Rebecca Wallace
84A97DCA71E0455...

Name of 2nd Signatory: **Rebecca Wallace**
Title of 2nd Signatory: **Director of Development**

Second Authorized Signature

DocuSigned by:

(Affix Corporate Seal, if applicable)

APPROVED AS TO FORM:

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

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FULTON COUNTY

CONTRACT DOCUMENTS

FOR

REQUEST FOR PROPOSAL 24RFP013124C-MH

2024 CONSOLIDATED COMMUNITY SERVICES PROGRAM

FOR

DEPARTMENT OF COMMUNITY DEVELOPMENT

OF

FULTON COUNTY, GEORGIA

DocuSign Envelope ID: 3E525CF4-3706-4CA1-AAA3-580A3E9CB551

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 **VOX Teen Communications** (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:

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ARTICLE 5. INDEMNIFICATION

ARTICLE 6. TERMINATION OF AGREEMENT FOR CAUSE

ARTICLE 7. INDEPENDENT CONTRACTOR STATUS

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ARTICLE 9. AMENDMENTS AND MODIFICATIONS TO AGREEMENT

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ARTICLE 12. SEVERABILITY OF TERMS

ARTICLE 13. PRECEDENCE OF AGREEMENT

ARTICLE 14. EQUAL EMPLOYMENT OPPORTUNITY

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ARTICLE 16. GOVERNING LAW

ARTICLE 17. JURISDICTION

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ARTICLE I - PARTIES AND TERM:

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

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

(c) Nothing contained in this Agreement shall be 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...,In school Afterschool Out of School Programs to help bring up academic...,Programs addressing mental health depression stress trauma and anxiety among youth and teens,Programs and services focusing on one or more of the six National Milestones of My Brothers Keeper...

Disabilities: Not Applicable

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Economic Stability: Not Applicable

Health and Wellness: Not Applicable

Homelessness: Not Applicable

Senior Services: Not Applicable

Veterans Services: Not Applicable

VOX Teen Communications , VOX Teen Voices 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
VOX Teen Communications	229 Peachtree St. NE, Suite 725	Atlanta	GA	30303	4	1,2,3,4,5,6

Approach and Design:

VOX Teen Communications , VOX Teen Voices will provide services to **7075** clients that reside in Fulton County, with CCSP funding.

VOX Teen Communications , will provide the following activities and services in Fulton County with CCSP funding:

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Activities and Services

In 2024, VOX will serve teens in Fulton County through the following activities and services in order to support our CSP funding priorities:

Media and Journalism Education and Publishing

-Atlanta Teen Voices Journalism Fellowship: This 12 week program supports teens in developing journalism and content creation skills, including researching, interviewing, writing, video and podcast production, and interviewing. Participants are eligible for a $500 stipend.

-Media and Journalism Workshops: We offer regular in-person workshops for teens to learn about journalism and media production including interviewing skills, podcast production, short and long form video production, investigative journalism, opinion writing, food, film, music and theater reviews, and photography.

-Virtual Media & Journalism Workshops: For increased accessibility and to reach teens who may not be able to make it to downtown Atlanta, VOX provides monthly virtual workshops. The workshops focus on ways for teens to utilize free platforms to create media at home, and feature guest speakers in the media industry. These are often open to any teens in Metro Atlanta.

-Publishing Meetings: These weekly virtual meetings are open to all VOX participants to discuss story ideas, receive feedback or story support, and learn/review foundational journalism skills.

-VOX Media Cafe (VMC): VOX's signature summer camp, VMC offers a unique hands-on-opportunity for teens to explore multimedia production, journalism and public speaking. Teens spend two weeks learning writing, interviewing, video editing, podcasting, photography and graphic design, and then create a media piece to be published on VOXATL.org. VMC also features field trips, volunteer support, and peer connections.

-Teen-led Publishing: VOX publishes teen-created content across a variety of multimedia formats. Both VOX participants, and any teen in metro Atlanta, can submit their work to be published. All VOX publications are teen driven, uncensored but not unedited, and adhere to the Society of Professional Journalists Code of Ethics. VOX publishing staff and volunteer copy editors and story coaches support teens in producing high-quality content. Qualifying teens are eligible to receive stipends for published work.

-Print Publishing: VOX teens create 1-3 print publications each year. We are in the process of updating our distribution list, but typically 30,000+ copies of each issue are distributed, free of charge, to 300+ schools and youth-serving organizations throughout metro Atlanta. 14,000+ of those copies are distributed to 140+ sites in Fulton County.

-Coverage Opportunities: VOX teen journalists participate in various coverage opportunities including sports games, music festivals, and Broadway plays.

-Studio Productions: Through VOX's community outreach initiatives, teens and young alumni exercise their skills through commissioned media production. Teens are paid a stipend, and complete each project with a piece to add to their portfolio.

Leadership Development

Wherever possible, program workshops and events, at VOX or hosted with partner organizations, are facilitated by teen participants who are provided ongoing training to support the planning, delivery, and review of our program offerings. We also seek to build teens' leadership skills to take into their academic, professional, and personal lives. Activities include:

-Leadership workshops: Interactive workshops develop teens' leadership skills through civic and community engagement, public speaking, advocacy, professional life skills, and other areas teens self-identify.

-Atlanta Youth Voice Leadership Accelerator: This 6-week program is an opportunity for teens to develop their

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leadership capabilities by building a knowledge of their own voice and leadership style and how to uplift and amplify the voices of other teens. The cohort works together on a project that culminates in a community event. Teens who complete the Leadership Accelerator are eligible for a $500 stipend.
-Community Outreach Facilitators: VOX prioritizes youth leadership in all of our programming, including outreach & community-based activities, such as journalism and self-expression workshops, creation stations, open mics and more. Teens, alumni and lead volunteers are trained as community outreach facilitators to develop agendas, deliver workshops, represent VOX at events, and support community content deliverables.
-Post-secondary Support: VOX offers networking opportunities, workshops and resources to assist teens with graduation and post-secondary planning. Topics include college application and scholarship help, financial planning, resume building, interview skills, cooking and household maintenance, and alternatives for post-secondary education.

Atlanta Word Works (AWW)
Founded in 2009 by Natalie Cook, a VOX teen, AWW is VOX's creative writing hub focused on poetry (written and spoken word) lyricism, and storytelling. AWW provides opportunities to develop social-emotional learning skills and coping strategies through authentic self-expression, artistry feedback, and community building. Activities include:
-Workshops: Poetry workshops support artist cultivation through technical writing, editing and performance, and social-emotional literacy.
-Community Days: Participants gather monthly at the VOX office for dinner and peer-led community-building sessions to share their work, receive feedback, and engage in discussions about poetry and related topics.
-Youth Poet Laureate (YPL): In partnership with Urban Word, VOX hosts the Atlanta Youth Poet Laureate competition each spring. The application is open to all young writers and leaders who are committed to civic & community engagement, poetry & performance, human relations, diversity, social justice and education. A review panel of adults and teens selects the Atlanta YPL, along with several YPL Ambassadors, who are all honored at our YPL Commencement. Year round, the Atlanta YPL and Ambassadors can be commissioned for poetry performances and engagement in the Atlanta area.
-Anthology: The anthology is a semester-long project with a cohort of up to 12 teens who participate in monthly meet-ups to workshop original poems for publication in a chapbook. In addition to print publication, authors record one of their submissions as a part of an Anthology extended-play (EP), available on VOX's streaming channels, and are featured in a showcase. Poets receive a stipend for their published works.

Community Building
During the school year, the VOX office is open Tuesday - Thursday from 3pm-7pm and Saturdays from 10am-5pm. All VOXers are welcome into the office during those times to work on story publication, poetry, homework, or simply to have a safe, welcoming space to hang out with friends and connect with supportive adults. Partner organizations and schools are invited to schedule a field trip to the VOX office to experience the environment and engage in hands-on activities. Additional activities include:
-Community Events: VOX provides regular opportunities for teens to connect, have fun, and just be themselves. These include ice cream socials, art activities, movie days, game tournaments, how-to workshops, and field trips to local games, movie screenings, and theater performances.
-Internships: VOX offers paid semester-long internship opportunities for teens and young adults to support the planning, implementation, and evaluation of all programming. Each program branch offers a teen internship and near-peer internship position that works alongside adult staff. Registered VOX teen participants are eligible to apply for the teen positions. Near-peer positions are available to internal alumni and external applicants. Selected interns participate in

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orientation, facilitation and program specific training, receive on-going professional development and are supported in their self-identified goals.

How Activities and Services Will Be Accomplished
In order to accomplish the activities and services outlined above, VOX will do the following in 2024:

-Serve 50 Fulton County teens through afterschool and summer programming
-Provide internships for 6-8 teens and young alumni in the spring and fall semesters, and 4-6 teens and young alumni in the summer
-Offer stipends to teen participants and young alumni for eligible content creation, commissioned media production and community facilitation
-Publish digital content multiple times each week on VOXATL.org and social media channels
-Publish print content (newspaper, Free Your Feels workbook, poetry anthology) and do intentional outreach to update our distribution sites in Fulton County
-Facilitate free workshops for schools and youth-serving organizations throughout Fulton County
-Host community activities open to all Fulton County teens including youth voice showcases and the Atlanta Youth Poet Laureate program
-Do intentional outreach to Fulton County teens to take our VOX Teen Survey, which was created to fill an information gap in the youth development field
-Continue to build on our long-standing partnerships with other nonprofits serving the Fulton community

“Health & Human Services” Key Performance Indicators

VOX Teen Voices addresses three of the strategic objectives:
1. Prevent illness by engaging in healthier behavior: We support teens in developing positive strategies for maintaining their mental health and wellness by providing one-on-one social-emotional support, facilitating specific mental-health workshops and incorporating mindfulness into program activities. In addition, our skill-building workshops on topics like cooking and household maintenance help teens develop necessary skills before leaving home.

2. Prevent health disparities by educating residents and connecting them to available resources: All health-related content published on VOXATL.org and in our print content includes important educational information and connections to community resources.

3. Help residents realize their educational potential through our community services and library programs. We want all teens to see themselves as leaders and strive to support them in recognizing their innate potential. One tangible way we do this is by providing opportunities for teens to get paid for their work as interns, content creators and community facilitators. Paying teens is a best practice in youth development and shows teens that hard work, energy and expertise are valued and financially rewarded. By putting teens in leadership positions, they are reminded that their voices matter and that they have something important to contribute to the community. In addition, our educational out-of-school time programming supports teens in increasing positive attitudes and behaviors towards academics, including strengthening literacy and reading skills, and we consistently see 100% of high school seniors who participate in our program graduate on time (in support of the Health and Human Services key performance indicators).

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CSP Funding Priorities

VOX Teen Voices addresses four of the CSP funding priorities for the Children & Youth Services category:

1. In school/Afterschool/out of school programs to help bring up academic and social/behavioral levels of school-aged youth
VOX believes that education happens everywhere. Education is infused into every aspect of our holistic youth development programs, and VOX Teen Voices supports teens in developing the 21st century skills needed for healthy, productive futures. Our outcomes are consistent with many of the National Common Core Learning Standards. For example, our collaborative editing process aligns with the following:
-Respond thoughtfully to diverse perspectives, summarize points of agreement and disagreement, and, when warranted, qualify or justify their own views and understanding and make new connections in light of the evidence and reasoning presented.
-Develop and strengthen writing as needed by planning, revising, editing, rewriting, or trying a new approach

We also adhere to several of the standards from the Georgia Standards of Excellence, including:
-ELAGSE9-10W6 ELAGSE11-12W6 Use technology, including the Internet, to produce, publish, and update individual or shared writing products in response to ongoing feedback (use Google Docs and Wordpress to publish content)
-ELAGSE11-12SL1c. Propel conversations by posing and responding to questions that probe reasoning and evidence, d. Respond thoughtfully to diverse perspectives (the feedback process utilized by AWW)

2. Programs addressing mental health, depression, stress, trauma and anxiety among youth and teens
As we shared earlier, this country is experiencing a mental health crisis among teens, and it is essential that programs like VOX support teens in developing positive coping mechanisms. Everything VOX does is framed in a social-emotional learning lens. Teens turn to the adult staff, which includes trained social workers, for help in solving complex problems, accessing additional services and determining next steps in challenging situations. We are committed to using healing-centered practices to create a space where all teens can thrive and know that they belong. An important component of that is building a community where every participant feels valued and knows they belong. We intentionally create that space by always doing welcomes and go-around questions, developing community agreements for each cohort of teens, and normalizing the sharing of pronouns. We also recognize that youth are not generally included in conversations around their own mental health, despite participant investment being crucial to positive outcomes. As a teen-led space, we uplift youth voice, which provides countless opportunities for teens to share what they need. All of this helps to reduce stigma and foster communication about mental health and well-being.

Since 2019, in partnership with the Georgia Department of Behavioral Health and Disabilities (DBHDD), VOX has been supporting “Free Your Feels,” a mental health awareness campaign encouraging Georgia's young people to explore their real feelings and share them fearlessly. Providing outlets to create content and art around these topics makes both the creators and the audience feel connected in times of disconnection and division.

3. Ensure safety and justice by providing alternatives to activities and contributing factors that lead to unhealthy behaviors in children and youth
VOX philosophically recognizes that all teens are at-risk. Risky behaviors often start during childhood and adolescence, meaning that programs such as VOX are essential during this pivotal time of life. By choosing to connect with VOX’s

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content, young people are expressing their interest in connecting with resources and receiving information that will help them learn skills and improve their ability to avoid risky behaviors. Through our print and digital publishing, VOX teens cover a number of issues related to risky behaviors including self-care, mental health and hip-hop, hypermasculinity, body positivity, gun violence and bullying. Our content always includes links to resources. Teens share personal stories about their own experiences with these topics and ways their peers can take action to care for themselves and their communities.

4. Programs and services focusing on one or more of the six National Milestones of My Brother's Keeper (MBK) Alliance

Our 21st century skills-based programming ensures that teens are graduating from high school with transferable skills that will help them thrive when they enter the workforce. Through our digital media, journalism and facilitation training, VOX teens participate in hands-on skill-building opportunities. As they publish content in different forms of digital media, teens are able to build portfolios to share with college admissions officers and future employers. For most teens we serve, their work at VOX is their first job, and for teens earning stipends, it is their first paycheck. The leadership and peer-to-peer work teens do to create tangible products (workshop agendas, digital content, print newspapers, etc.) also prepares them for the workforce. We support teens with job shadowing and networking opportunities, and we also build intentional partnerships with organizations such as the Posse Foundation to connect teens with important scholarship opportunities. VOX provides unique and innovative ways to ensure that our teens are developing the hard and soft skills they need to graduate from high school and be successful in their college and career pursuits.

Community Collaborative Relationships

We distribute our print product to a diverse group of 300+ schools and youth-serving organizations throughout metro Atlanta, including 140+ sites in Fulton County. We also provide free self-expression workshops for schools and youth-serving organizations. Through these workshops, teens create art, written content, podcasts and videos, and we publish their voices on VOXATL.org. Below are nine specific partnerships for 2024 we would like to highlight:

1. Broadway in Atlanta & Most Valuable Kids: These organizations provide free tickets for VOX teens to attend shows at the Fox Theatre and then publish content about those experiences.
2. Georgia Department of Behavioral Health and Developmental Disabilities: Through this partnership, VOX teens create mental health-specific content for their peers in the community and also facilitate self-expression activities for teens across Georgia.
3. North Springs High School & Sandy Springs Education Force: We are continuing this partnership by offering a four-part workshop series focused on media literacy, self-expression and podcasting for students at North Springs High School.
4. Free Your Feels: We partner with Silence the Shame and Voices for Georgia's Children to lead Free Your Feels, a mental health awareness campaign hosted by the Georgia Department of Behavioral Health and Developmental Disabilities. Our work includes teen-led programming, self-expression outreach activities and mental health campaign content.
5. Fulton County Board of Health: We are renewing our partnership with the SKYE Program to provide teen-to-teen self-expression activities and youth voices to inform this pregnancy-prevention and holistic health program.
6. Atlanta Public Schools: During the 2024 Spring semester, we are hosting two work-based learning students in partnership with APS.
7. Morehouse School of Medicine: VOX supports the Black Youth Mental Health project led by Morehouse School of

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Medicine by leading the youth engagement strategy and supporting intergenerational advisory council and youth-adult partnership through technical assistance and trainings.
8. YOU(th) Belong: We are a community partner for this coalition that celebrates youth leadership, advocacy and creative expression with monthly events for LGBTQ+ youth and allies.
9. Community workshop partners: In January, we facilitated self-expression activities at The New School and the Beloved Community Youth Fair. In February we will be at Asian American Journalists' Association Student Day. And we are planning with the following organizations to provide workshops in 2024: 100 Black Women of Atlanta (Teen Mental Health Summit), The Drake House, Future Foundation and youthSpark.

Designation of CSP Funds:

Based on the awarded amount of **$50,000.00,** 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.

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Cost Category	Designation of CCSP Funding Award
Administrative (5% Admin max of funds awarded.)	$2,500.00
Operational	$17,500.00
Direct Services	$30,000.00
Total	$50,000.00

Explanation of Funding Details:

Administrative ($2,500): 5% of our funding request will be used for a small portion of salaries and benefits ($2,000) for our Executive Director, who administers our VOX Teen Voices program, as well as a portion of expenses ($500) related to our external annual audit.
Operational ($17,500): While approximately 45% of our population served through our out-of-school time and community programming are Fulton County youth, our grant request includes only 12% of our program-related operational costs, which includes rent, utilities (internet and phone), staff transportation (monthly parking fees), data storage, office supplies, postage and marketing.
Direct Services ($30,000): VOX's allocation of requested funds for direct service costs include 6% ($25,000) of our overall program staffing costs (salaries and benefits), and 3% ($5,000) of our direct program expenses, including: intern paychecks and leadership stipends for teens and young alumni, volunteer related costs, transportation, program supplies, snacks and meals, and printing and distribution of our print newspaper to schools and youth-serving organizations in Fulton County.

Program Performance Measures:

VOX Teen Communications 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 boys/young men of color benefiting from My Brother's Keeper (MBK) Alliance six National Milestones...,Number of school-aged youth engaged in/benefiting from In school/ Afterschool/ Out of School Programs...,Number of youth involved with or at risk for involvement with the Juvenile Justice System...

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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:

County defined performance measures that VOX will track:
-Number of school-aged youth benefiting from In school /Afterschool/ Out of School Programs to help bring up academic and social/behavioral levels.
-Number of youth 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.)
-Number of boys and young men of color benefiting from My Brother's Keeper programs and services that addresses persistent opportunity gaps (defined by six National Milestones of My Brother's Keeper (MBK) Alliance).

Methods & Goals
In 2018, VOX's staff, teens and board members conducted a needs assessment by surveying a wide range of VOX's stakeholders to identify what teens in Atlanta need, what needs VOX currently fills and what the possibilities of growth are for our organization. Below are the top four needs that respondents indicated VOX should fill:
-Safety/safe spaces: Teens need safe spaces to go outside of school and home. Teens need spaces to be themselves (emotional/psychological safety) and to take risks in order to grow. Communities need to be safe from violence and discrimination.
-High quality educational opportunities: Teens need support and experiences to become self-actualized individuals who have plans for life after high school. The community needs a more holistic and realistic understanding of youths' positive futures to provide environments and opportunities for youth to define and achieve success after high school.
-Mental health/wellness: Individuals need quality, culturally and developmentally relevant mental health and well-being supports. The community needs a culture shift, changes in the systems of care, informed by youth voices to increase the system's effectiveness and impact.
-Outlets for teens: For their voices, creativity, self-expression and community engagement; to be heard by adults in order to influence change.

We used the information from our needs assessment to inform the development of our 2019-22 strategic plan. At the

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core, success for this strategic plan was focused on VOX's ability to serve more teens and create a shift in our community so that all young people are seen and valued for exactly who they are. As we were going through a leadership transition / executive director hiring process near the end of that strategic plan, we added additional time to our 2019-22 strategic plan. VOX is currently in the midst of a new strategic planning process led by Charaun Cash, Executive Director, and Josh Penny, Board Chair, in collaboration with Aarti Sharma, of LuNoor Consulting. The anticipated strategic plan will be complete by the end of March 2024. We have uploaded our 2018 needs assessment and our 2019-22 strategic plan in the Other Supporting Documents section.

VOX's current strategic plan lays out our three organizational goals:
-Teen Driven Programs: We will create and deliver high quality, teen-driven programs while understanding and deepening their impact.
-VOX Culture: We will leverage our expertise and scale our teen-driven culture with a commitment to program integrity and quality.
-Amplify Teen Voice: We will create cohesive, visible branding that amplifies VOX's role as a significant voice, resource, and platform for teens, by teens.

Our strategic plan also outlines our overall program goals:
-Teens develop leadership, technical and soft skills through engaging with programs, peers, and adults.
-Teens experience changes in attitudes such as increased self-esteem, self-actualization, hope and motivation.
-Teens experience changes in lifestyle and behavior through access to safe spaces and resources to develop skills, cope with life, and prepare for the future.
-Teens, adults, and organizations impacted by VOX share what they learn with the world.

With that framework in mind, our specific goals for VOX Teen Voices in 2024 are:

1. To provide skill-building, self-expression opportunities and leadership development through our free, quality, educational, out-of-school time programming for Fulton teens (to include our afterschool program during the academic year and VOX Media Cafe in the summer).
2. To offer activities focused on positive mental health and wellness, both for teens at VOX as well as community partners and other youth service providers.
3. To share the voices of Fulton teens through our print publications and digital publishing on VOXATL.org, and to increase our number of distribution sites in Fulton County. This will allow us to share resources with even more teens in the community.
4. To strengthen existing partnerships, and develop new partnerships, with schools and nonprofit organizations in the Fulton community so that we can serve teens who might not be able to attend programs at our downtown Atlanta program space due to geographic challenges. Teens will be able to participate in self-expression and skill-building workshops, community dialogues, our VOX Teen Survey, and our Atlanta Word Works poetry and spoken word program.

Another important source of data that informs our methods and goals is our annual VOX Teen Survey. We created the VOX Teen Survey in 2015 to fill an information gap in the youth development field. Through the survey, we hear from hundreds of metro Atlanta teens (both those who are connected to VOX and those who are not), and their insights and perspectives inform adults who work with and care about youth. The data also helps inform our next year of projects and coverage topics. We conducted our ninth annual survey from May-September 2023, and teens had the opportunity to

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answer questions about:

-How they spend time outside of school & what influences how they spend their time
-Their favorite digital communications tools
-What topics they most want information about
-Where they feel valued
-What adults really need to know about teens and mental health

Below is a preview and sampling of what we are learning from our 2023 survey respondents. We have included the full report as an attachment in the "Other Attachments" section.

What do teens say helps them feel valued? (I feel valued when…)
respondents could check all that applied to them
-I can help others (family, friends, or community): 59%
-Adults in my life ask for my ideas or opinions: 57%
-I can earn my own money or work at an internship: 54%

What do teens say causes them the most stress?
respondents were asked to select their top three
-My mental health: 41%
-School: 35%
-Preparing for life after high school: 33%

How do teens say they like to relieve stress?
respondents could check all that applied to them
-Consuming media (tv, music, anime, podcasts): 48%
-Getting involved with an extracurricular activity or sport: 44%
-Talking it out with peers: 41%

Do teens you know talk openly about Mental Health?
72% answered yes

What keeps teens from accessing mental health care?
respondents could check all that applied to them
-The cost (too expensive / I don't know what insurance I have or I don't have insurance that covers mental health care): 39%
-I don't feel ok asking for help: 28%
-I don't know where to go for mental health care: 26%

What topics are most important to you today? (Select all that apply.)
-Life After High School (college & career): 53%
-Social Justice (including your rights, interaction with law enforcement): 46%
-Social Media and/or Games: 40%

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-Education (during the high school years): 40%

All of this data informs our program planning, along with the goals outlined in our strategic plan. We use both quantitative and qualitative methods to measure our outcomes and get feedback from VOX teens, as well as teens in the community. Our larger scale evaluations that are done on a less frequent basis (like the 2018 needs assessment or the annual VOX Teen Survey) supplement the data from these regular evaluation tools, which are described in detail later in this section.

Any metro Atlanta teen is invited to join VOX as a teen participant after completing our registration form. We also take VOX out into the community to reach teens who are not able to join VOX as a teen participant. Our methods to accomplish the above goals include providing teens with:
-Free, constructive, engaging, positive activities during out-of-school time
-Journalism and digital media skill-building and publishing opportunities
-Leadership, public speaking and facilitation training
-Paid opportunities to work as interns / peer editors, content creators and community facilitators
-Graduation support through college application and scholarship assistance, financial planning, interview skills, resume building and alternatives for post-secondary education
-Opportunities for academic enrichment and career exploration with adult role models
-Mental-health based activities, connections to community resources and social-emotional support
-Creative writing activities through Atlanta Word Works
-Community activities such as youth voice showcases, self-expression workshops, speak-out stations, open mics and poetry performances

And of course, all of these activities include opportunities for teens to create digital content and share their personal experiences, unique perspectives and important resources. Multimedia content is published on VOXATL.org, as well as on our social media channels (Apple Podcasts, Instagram, Soundcloud, Spotify and Youtube). 2024 will also feature some special print publications: an anthology of poetry from Atlanta Word Works and a new Free Your Feels journal / workbook with accompanying multimedia.

As we look ahead to the remainder of 2024, VOX is excited to build capacity and expand our organizational infrastructure through increased staffing, exploring strategic partnerships for community engagement and a satellite office space, and developing an e-learning platform. Although our downtown newsroom is centrally located and easily accessible by MARTA, it’s simply not possible for all teens that are interested in and could benefit from our programs to travel to us. To help close this gap, VOX envisions an e-learning platform of resources to help teens grow in their publishing and self-expression, and ultimately serve as a workforce development tool for young writers. We also plan to add teacher training resources for educators on supporting youth publishing and the aspiring youth journalist and authors in the classroom.

In addition to our direct service program activities, we are committed to influencing the education and youth development fields by supporting other organizations with technical assistance and facilitation. We believe that we can have an even greater impact by working with other youth service providers to infuse youth voice and leadership into what they are already doing. We also lead workshops at youth development conferences on everything from engaging meaningful and authentic youth leadership to effectively achieving 21st century outcomes to what teens have to say

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about mental health. In addition, in fall 2019 the Community Foundation for Greater Atlanta commissioned VOX to share stories of high-quality youth development in our region. Over the next year, we spoke with providers and youth themselves to hear their real-life stories that illustrate quality. Through that process, we launched our “Guide on the Side” series to share their voices (please visit https://voxatl.org/about/guide-on-the-side/ to learn more). This provided us the opportunity to dive into real world applications of the data outlined in the Georgia Afterschool & Youth Development’s Quality Standards, the Wallace Foundation’s 10 Success Principles for youth arts programs, and the Center for Youth Program Quality’s seven key elements. While we have been using these data-driven elements as a framework for years, the knowledge we gained through this project has strengthened our ability to provide high-quality programming. Projects like this also provide important revenue for VOX to ensure that we are sustainable. We are excited to continue to grow in this area as we amplify our teen-driven culture and pedagogy.

Major Milestones & Schedule

Please see the uploaded document outlining our milestones and schedule regarding our program performance measures.

Data Collection Tools & Sources

We use a number of different data collection tools to report progress on performance measures:

1. Participant Feedback Surveys: We collect feedback from program participants (both internally at VOX and at community workshops / events) through surveys to gauge their overall satisfaction, experience, and the impact of the program on their personal and skill development. These surveys allow us to understand the effectiveness of the program from the perspective of the teens themselves.

2. Pre- and Post-Fellowship Assessments: We conduct assessments before and after the fellowship to evaluate the participants' knowledge and skills growth. By comparing the results, we can quantify the progress made during their engagement with the program.

3. Engagement Metrics for Content: We track engagement metrics for the content produced by the teens. This includes metrics such as views, shares, and interactions with their published works, providing insights into the reach and impact of their creative output.

4. Success of Fellowship Alumni: Tracking the educational and career achievements of fellowship alumni related to journalism and media production is crucial. This assessment allows us to understand the long-term impact of the program on participants' career trajectories.

5: VOX Teen Survey: In 2015, VOX created our own VOX Teen Survey to fill an information gap. The survey answers these important questions from teens’ perspectives: What do teens need? Where are teens spending time after school? How do teens want to communicate? Where do teens feel valued? What are teens saying about the topic of mental health? The information from this survey allows us to maximize how we are reaching and interacting with our audience and provides data on how VOX’s content impacts our audience’s behavior related to risky behaviors.

6: Formative Evaluation: VOX uses on-going formative evaluation through qualitative methods to check in with our teens at various points throughout the year. This may include sending out a survey to see what days of the week and times work best for programming, conducting a SWOT analysis for a new program offering, or brainstorming new

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activities at a teen staff meeting. We regularly go back to our teens to ensure that our programming is meeting their needs. Whenever we notice challenges around program engagement, we do what VOX does best – engage teens as leaders to facilitate conversations around the direction of the program.

Agency Defined Performance Measure(s):

-Number/percentage of teen participants who report increased academic achievement and attitudes (measured by end of semester surveys taken in May and December)
-Number/percentage of teen participants who report that VOX has contributed to their knowledge about self-care and/or report feeling supported by the adult staff and their peers
-Percentage of teen participants who are provided access to nutritious food during non-school hours
-Number/percentage of school-year and VOX Media Café participants who report new skills learned
-Number/percentage of participants in journalism fellowship report feeling more confident in their ability to create a media piece that meets journalism standards
-Number/percentage of participants in leadership accelerator report learning and building skills in public speaking, goal-setting and/or project management
-Number of internal skill-building opportunities offered to teens at VOX
-Number of mental health-based activities offered to teens at VOX or community partners
-Number of activities focused on college and career readiness offered to teens at VOX or community partners
-Number of digital media pieces that are created by teens and published on VOXATL.org and/or our social media channels
-Number/percentage of teens who graduate high school on time
-Number of Fulton County teens who are served through workshops and free events in the community
-Percentage of community workshop participants who self-report they feel one or more of the following: prepared to take some leadership or have voice in my community; I was able to express myself through writing and/or verbally; I can share my thoughts and feelings about what matters to me; connected to my peers and/or community; connected to VOX as a resource for information or outlet for my voice
-Number of partnerships with Fulton County schools and/or youth-serving organizations

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.

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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

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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 **$50,000.00.**

(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,

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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.

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(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:

VOX Teen Communications
229 Peachtree St., NE Ste. 725
Atlanta, Georgia 30303

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

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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

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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.

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Contractor acknowledges that **VOX Teen Communications** , 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,

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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:

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(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.

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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.

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STATE OF GEORGIA

COUNTY OF FULTON

FORM F: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services[1] under a contract with **[insert name of prime contractor (Agency)]** VOX Teen Communications 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.

56287

EEV/Basic Pilot Program* User Identification Number

VOX Teen Communications

Name of Contractor (Agency)

Charaun Cash

BY: Authorized Signature of Officer or Agent of Contractor

Executive Director

Title of Authorized Officer or Agent of Contractor of Contractor

Charaun Cash

Printed Name of Authorized Officer or Agent of Contractor

Sworn to and subscribed before me this 26 day of Feb, 2024.

Notary Public: Angela Y Bryant

County: DeKalb

Commission Expires: Jan 17, 2025

ANGELA Y BRYANT NOTARY PUBLIC DEKALB COUNTY, GEORGIA MY COMMISSION EXPIRES JANUARY 17, 2025

[1]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.

[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].

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NOT APPLICABLE

FORM G: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT

Instructions:

In the event that your company is awarded the contract for this project and will be utilizing the services of any subcontractor(s) in connection with the physical performance of services pursuant to this contract, the following affidavit must be completed by such subcontractor(s). Your company must provide a copy of each such affidavit to Fulton County Government, Department of Purchasing & Contract Compliance with the proposal submittal.

All subcontractor affidavit(s) shall become a part of the contract and all subcontractor(s) affidavits shall be maintained by your company and available for inspection by Fulton County Government at any time during the term of the contract. All subcontractor(s) affidavit(s) shall become a part of any contractor/subcontractor agreement(s) entered into by your company.

Applicants are required to complete and upload FORM F and FORM G in two (2) places FORM F: 2024 Georgia Security and Immigration Contractor Affidavit and Agreement, and as applicable FORM G: 2024 Georgia Security and Immigration Subcontractor Affidavit. Must use templates provided in the RFP. Previous year forms will not be accepted.
Form F must include name of agency, EEV number, Signature & Notary.
If applicable, Form G must include name, EEV number, and Signature of subcontractor.

Upload 1-Via Purchasing Bid page - BidNet Direct:
https://www.bidnetdirect.com/georgia/fultoncounty
(Note: You will be required to set up a FREE registration with BidNet Direct to use the upload feature)

Upload 2 -Via WebGrants under 2024 CCSP Eligibility Requirements:
https://fulton.dullestech.net

To Complete Fillable Form - Please enter the all required information,
- ✓ Press "TAB" key to navigate easily through the form *once you enter your Agency name, it will repopulate throughout the form.*
- ✓ Save as: "Form F Agency Name"
- ✓ Print for Signature and Notary.
- ✓ Scan and upload to WebGrants as directed above in "Upload 1 and Upload 2"

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STATE OF GEORGIA

COUNTY OF FULTON

FORM G: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT

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

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

_____
Name of Subcontractor (Individual/Agency)

_____
BY: Authorized Signature Officer or Agent of Subcontractor

_____
Title of Authorized Officer or Agent of Subcontractor

_____
Printed Name of Authorized Officer or Agent of Subcontractor

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

Notary Public: _____

County: _____

Commission Expires: _____

[3]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.

[4]*[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].

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/29/2024

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 rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Teresa Hayward-RM	
The Liberty Company Insurance Brokers	PHONE (A/C, No, Ext): (858) 496-7672	FAX (A/C, No):
Lic #0D79653	E-MAIL ADDRESS: thayward@libertycompany.com	
5955 De Soto Ave, Ste 250	INSURER(S) AFFORDING COVERAGE	NAIC #
Woodland Hills CA 91367	INSURER A : Nonprofits Insurance Alliance of CA (NIAC)	
INSURED	INSURER B : Technology Insurance Co	42376
Vox Teen Communications, Inc.	INSURER C :	
229 Peachtree Street,Suite725	INSURER D :	
	INSURER E :	
Atlanta GA 30303	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** CL2392175945 **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	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] Abuse/Misconduct Liability -incl [ ] GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	2023-21583	08/27/2023	08/27/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Employee Benefits	$ 1,000,000 $ 500,000 $ 20,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y	Y	2023-21583	08/27/2023	08/27/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	[X] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 0	Y		2023-121583-UMB	08/27/2023	08/27/2024	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N [ ] If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	KWS1325093	08/27/2023	08/27/2024	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 500,000 $ 500,000 $ 500,000
A	Business Personal Property			CWB0007119-16-21583	08/27/2023	08/27/2024	Limit Deductible	$200,000 $500

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

Whereby required by written contract or agreement, Certificate Holder is included as an Additional Insured under the Commercial General Liability on a Primary/Non-Contributory basis. Waiver of Subrogation in favor of the Additional Insured applies to the General Liability.

CERTIFICATE HOLDER

Fulton County Government – Purchasing Department
130 Peachtree Street, S.W.
Suite 1168
Atlanta GA 30303-3459

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Teresa Hayward

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(6) The most we will pay under this Additional Coverage, for each described building insured under Section **I** – Property, is $10,000. If a damaged building(s) is covered under a blanket Limit of Insurance which applies to more than one building or item of property, then the most we will pay under this Additional Coverage, for each damaged building, is $10,000.

The amount payable under this Additional Coverage is additional insurance.

(7) With respect to this Additional Coverage:

(a) We will not pay for the Increased Cost of Construction:

(i) Until the property is actually repaired or replaced, at the same or another premises; and

(ii) Unless the repair or replacement is made as soon as reasonably possible after the loss or damage, not to exceed two years. We may extend this period in writing during the two years.

(b) If the building is repaired or replaced at the same premises, or if you elect to rebuild at another premises, the most we will pay for the Increased Cost of Construction is the increased cost of construction at the same premises.

(c) If the ordinance or law requires relocation to another premises, the most we will pay for the Increased Cost of Construction is the increased cost of construction at the new premises.

(8) This Additional Coverage is not subject to the terms of the Ordinance Or Law Exclusion, to the extent that such exclusion would conflict with the provisions of this Additional Coverage.

(9) The costs addressed in the Loss Payment Property Loss Condition in Section **I** – Property do not include the increased cost attributable to enforcement of or compliance with an ordinance or law. The amount payable under this Additional Coverage, as stated in Paragraph **(6)** of this Additional Coverage, is not subject to such limitation.

m. Business Income From Dependent Properties

(1) We will pay for the actual loss of Business Income you sustain due to physical loss or damage at the premises of a dependent property or secondary dependent property caused by or resulting from any Covered Cause of Loss.

However, this Additional Coverage does not apply when the only loss at the premises of a dependent property or secondary dependent property is loss or damage to "electronic data," including destruction or corruption of "electronic data." If the dependent property or secondary dependent property sustains loss or damage to "electronic data" and other property, coverage under this Additional Coverage will not continue once the other property is repaired, rebuilt or replaced.

The most we will pay under this Additional Coverage is $5,000 unless a higher Limit Of Insurance is indicated in the Declarations.

(2) We will reduce the amount of your Business Income loss, other than Extra Expense, to the extent you can resume "operations," in whole or in part, by using any other available:

(a) Source of materials; or

(b) Outlet for your products.

(3) If you do not resume "operations," or do not resume "operations" as quickly as possible, we will pay based on the length of time it would have taken to resume "operations" as quickly as possible.

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(4) Dependent property means property owned by others whom you depend on to:

(a) Deliver materials or services to you, or to others for your account. But services does not mean water, supply services, wastewater removal services, communication supply services or power supply services;

(b) Accept your products or services;

(c) Manufacture your products for delivery to your customers under contract for sale; or

(d) Attract customers to your business.

The dependent property must be located in the coverage territory of this policy.

(5) Secondary dependent property means an entity which is not owned or operated by a dependent property and which;

(a) Delivers materials and services to a dependent property, which in turn are used by the dependent property in providing materials or services to you; or

(b) Accepts materials or services from a dependent property, which in turn accepts your materials or services.

A road, bridge, tunnel, waterway, airfield, pipeline or any other similar area or structure is not a secondary dependent property.

Any property which delivers any of the following services is not a secondary dependent property with respect to such services:

(i) Water supply services;

(ii) Wastewater removal services;

(iii) Communication supply services; or

(iv) Power supply services.

The secondary dependent property must be located in the coverage territory of this policy.

(6) The coverage period for Business Income under this Additional Coverage:

(a) Begins 72 hours after the time of direct physical loss or damage caused by or resulting from any Covered Cause of Loss at the premises of the dependent property or secondary dependent property; and

(b) Ends on the date when the property at the premises of the dependent property or secondary dependent property should be repaired, rebuilt or replaced with reasonable speed and similar quality.

(7) The Business Income coverage period, as stated in Paragraph **(6),** does not include any increased period required due to the enforcement of any ordinance or law that:

(a) Regulates the construction, use or repair, or requires the tearing down of any property; or

(b) Requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants."

The expiration date of this policy will not reduce the Business Income coverage period.

(8) The definition of Business Income contained in the Business Income Additional Coverage also applies to this Business Income From Dependent Properties Additional Coverage.

n. Glass Expenses

(1) We will pay for expenses incurred to put up temporary plates or board up openings if repair or replacement of damaged glass is delayed.

(2) We will pay for expenses incurred to remove or replace obstructions when repairing or replacing glass that is part of a building. This does not include removing or replacing window displays.

o. Fire Extinguisher Systems Recharge Expense

(1) We will pay:

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):
Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or

2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when Paragraph **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph **c.** below.

b. Excess Insurance

(1) This insurance is excess over:

(a) Any of the other insurance, whether primary, excess, contingent or on any other basis:

(i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(ii) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(iii) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or

(iv) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **I** – Coverage **A** – Bodily Injury And Property Damage Liability.

(b) Any other primary insurance available to you covering liability for damages arising out of the premises or operations, or the products and completed operations, for which you have been added as an additional insured.

(2) When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

(3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(b) The total of all deductible and self-insured amounts under all that other insurance.

(4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

5. Premium Audit

a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.

b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.

c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

a. The statements in the Declarations are accurate and complete;

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
SOCIAL SERVICE PROFESSIONAL LIABILITY COVERAGE FORM

SCHEDULE

Name of Person or Organization:

Where you are so required in a written contract or agreement currently in effect or becoming effective during the term of this policy, we waive any right of recovery we may have against that person or organization, who may be named in the schedule above, because of payments we make for injury or damage.

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ALLIANCE OF NONPROFITS FOR INSURANCE

A Head for Insurance. A Heart for Nonprofits.

ALLIANCE OF NONPROFITS FOR INSURANCE RISK RETENTION GROUP (ANI)

www.insurancefornonprofits.org

IMPROPER SEXUAL CONDUCT AND PHYSICAL ABUSE LIABILITY COVERAGE PART DECLARATIONS

PRODUCER:

Liberty Company Insurance Brokers, Inc. (The)
5955 De Soto Ave. Suite 250
Woodland Hills, CA 91367

POLICY NUMBER: **2023-21583**

RENEWAL OF NUMBER: 2023-21583

NAME OF INSURED AND MAILING ADDRESS:

Vox Teen Communications, Inc.

229 Peachtree Street
Atlanta, GA 30303

POLICY PERIOD: FROM 08/27/2023 TO 08/27/2024
AT 12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE

BUSINESS DESCRIPTION: Teen newspaper

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE COVERAGE AS STATED IN THIS POLICY.

LIMITS OF COVERAGE:		PREMIUM
GENERAL AGGREGATE LIMIT	$1,000,000	$800
EACH CLAIM LIMIT	$1,000,000	

NOTE: The limit of liability available to pay judgements or settlements shall be reduced by amounts incurred for Defense Costs.

TOTAL PREMIUM: $800

FORMS AND ENDORSEMENTS APPLICABLE TO THIS COVERAGE PART AND MADE PART OF THIS POLICY AT THE TIME OF ISSUANCE:
ANI-E069 ISC 02 19, ANI-E131 ISC 05 20, ANI-E180 ISC 01 21, ANI-E258 ISC 08 21, ANI-RRG-E57 02 12, ANI-RRG-ISCET 05 20

7/27/2022 BY _____
(AUTHORIZED REPRESENTATIVE)

THESE DECLARATIONS AND THE COMMON POLICY DECLARATIONS, IF APPLICABLE, TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE FORM(S) AND FORMS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

"NOTICE : This Policy is issued by your risk retention group. Your risk retention group may not be subject to all the insurance laws and regulations of your State. State insurance insolvency guaranty funds are not available for your risk retention group."

ANI-RRG-ISC

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ALLIANCE OF NONPROFITS FOR INSURANCE RISK RETENTION GROUP (ANI)

www.insurancefornonprofits.org

SOCIAL SERVICE PROFESSIONAL COVERAGE FORM DECLARATIONS

PRODUCER:

Liberty Company Insurance Brokers, Inc. (The)
5955 De Soto Ave. Suite 250
Woodland Hills, CA 91367

POLICY NUMBER: **2023-21583**

RENEWAL OF NUMBER: 2022-21583

NAME OF INSURED AND MAILING ADDRESS:

Vox Teen Communications, Inc.

229 Peachtree Street
Atlanta, GA 30303

POLICY PERIOD: FROM 08/27/2023 TO 08/27/2024
AT 12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE

BUSINESS DESCRIPTION: Teen newspaper

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE COVERAGE AS STATED IN THIS POLICY.

LIMITS OF COVERAGE:		PREMIUM
SOCIAL SERVICE PROFESSIONAL AGGREGATE LIMIT	$1,000,000	$918
SOCIAL SERVICE PROFESSIONAL EACH EVENT LIMIT	$1,000,000	

TOTAL PREMIUM: $918

FORMS AND ENDORSEMENTS APPLICABLE TO THIS COVERAGE PART AND MADE PART OF THIS POLICY AT THE TIME OF ISSUANCE:

ANI-E069 SSP 02 19, ANI-E125 11 19, ANI-E180 SSP 01 21, ANI-E282 SSP 12 21, ANI-RRG-E02 01 17, ANI-RRG-E11 SSP 09 19, ANI-RRG-E32 01 17, ANI-RRG-E33 SSP 09 19, ANI-RRG-E42 SSP 09 19

COUNTERSIGNED: BY _____

(AUTHORIZED REPRESENTATIVE)

THESE DECLARATIONS AND THE COMMON POLICY DECLARATIONS, IF APPLICABLE, TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE FORM(S) AND FORMS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

"NOTICE : This Policy is issued by your risk retention group. Your risk retention group may not be subject to all the insurance laws and regulations of your State. State insurance insolvency guaranty funds are not available for your risk retention group."

ANI-RRG-SSP

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Peachtree Center - International Tower 229 Peachtree Street NE, Suite 725 Atlanta, GA. 30303	Per Written Contract

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective	8/27/2023	Policy No.	KWS1325093	Endorsement No.	1
Insured	VOX TEEN COMMUNICATIONS, INC.			Premium $	5,565
Insurance Company	Technology Insurance Company, Inc.				

Countersigned by _____

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

OWNER:

FULTON COUNTY, GEORGIA

DocuSigned by:
Robert L. Pitts
BA715B1A26544E7...

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST:

DocuSigned by:
Tonya R. Grier
EEC476C4837648D...

Tonya R. Grier
Clerk to the Commission

DocuSigned by:

(Affix County Seal)

CONTRACTOR:

VENDOR NAME **VOX Teen Communications**

DocuSigned by:
Joshua Penny
C48174EF7177446...

Name of Signatory: Joshua Penny
Title of Signatory: Chair, Board of Directors

Authorized Signature

ATTEST:

DocuSigned by:
Charaun Cash
0882673BD237476...

Name of 2nd Signatory: **Charaun Cash**
Title of 2nd Signatory: **Executive Director**

Second Authorized Signature

(Affix Corporate Seal, if applicable)

APPROVED AS TO FORM:

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

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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 **Youth Empowerment Success Services** (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:

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ARTICLE I - PARTIES AND TERM:

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

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

(c) Nothing contained in this Agreement shall be 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: Homelessness

CCSP Funding Priority(ies):

Children and Youth: Not Applicable

Disabilities: Not Applicable

Economic Stability: Not Applicable

Health and Wellness: Not Applicable

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Homelessness: Transitional housing bridge housing options for homeless population affected by mental health...

Senior Services: Not Applicable

Veterans Services: Not Applicable

Youth Empowerment Success Services, Youth Empowerment Success Services Rebound Support Services (YESS RSS) 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
YESS Corporate Office	1635 Phoenix Blvd. Suite 7	College Park	GA	30349	NA	4,5,6
Blue Magma Residential	4081 Washington Road	East Point	GA	30344	5	4,5,6

Approach and Design:

Youth Empowerment Success Services, Youth Empowerment Success Services Rebound Support Services (YESS RSS) will provide services to **4** clients that reside in Fulton County, with CCSP funding.

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Youth Empowerment Success Services, will provide the following activities and services in Fulton County with CCSP funding:

YESS seeks to provide transitional housing options for ten (10) homeless Fulton County young adults. The service population is youth ages 18-24, male and female (including parenting youth). YESS services and activities offers:

- Transitional Housing - Up to six months of transitional housing to help youth gain immediate housing and provide intensive support to get them rapidly rehoused.
- Rapid Rehousing - We will provide short-term rental assistance and services to help them prepare for rapid rehousing. The goals are to help young adults obtain housing quickly, increase self-sufficiency, and stay housed. We will offer rapid rehousing without preconditions (such as employment, income, absence of a criminal record, or sobriety) and the resources and services provided will be tailored to the needs of each youth who enters the program. Youth will be provided with the three core rapid Rehousing services:
- Housing Identification - The goal of housing identification is to find affordable housing for young people quickly.
- Rent and Move-In Assistance is to help with the costs associated with getting into housing. The amount and duration of this assistance vary, but at a minimum, it should be enough to help young people secure a place to live. This assistance will not be a standard “package” but flexible in order to meet the unique needs of the individuals or families. This is particularly important when financial circumstances or housing costs change.
- Case Management to help stabilize young people once housed by connecting them to services and support if needed. Case management support will focus on helping young people navigate barriers that may stand in the way of securing and maintaining housing, and it will also strive to build a support system by connecting them with people and programs in the community.
- Household Furnishing - We will provide housing start-up items, and through our partnership with the Furniture Bank we will provide support with basic household furnishings
- Life Skills - Using the Casey Life Skills Homeless Youth Assessment, we will help youth develop the life skills they need to maintain housing and economic stability. We will provide group and individual life skills sessions.
- Employment Support - Employment support will include career planning, job skills, and job preparation skills (resume preparation, interview skills, job applications, and interview follow-up). We plan to use the Ringer Center of Excellence’s Youth on the M.O.V.E. Job Readiness curriculum and partner with the local workforce offices to connect youth with employment opportunities.
- Transportation - Transportation assistance will help youth get to important appointments for work, school, and health and wellness appointments. Additional life skills support will be provided to youth to teach them how to manage their daily time and transportation costs. This will benefit the youth served by

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ensuring they have reliable transportation to critical appointments, time management, and budgeting skills to coordinate their own schedules.

Services and activities will be accomplished with the following program flow. Youth who are referred through Coordinated Entry (HMIS), homeless services agencies, or self-referral will go through the following process:

- Initial Interview Assessment and Individualized Service Plan: Includes an in-depth interview and the administration of the Casey Life Skills Homeless Youth Assessment by a YESS Life Coach/Case Manager. This Casey Homeless youth assessment evidence-informed tool that addresses issues of care for youth living on the streets. It taps domains crucial to ensuring they understand the resources available to them, ways to be safe, how to avoid victimization, and how to secure safe and sustainable housing. It covers knowledge and behavior in the skill areas of daily life, family and friends, health, housing, jobs, legal, safety and survival, and school. Heightened self-awareness for homeless young people may result in successfully and permanently leaving homelessness and achieving greater long-term success. From the interview and assessment, an individualized service plan is developed that focuses on the client's needs and addresses the barriers that led them to homelessness.

- Housing: Based on the initial interview and assessment youth will be placed in one of the transitional housing slots for up to 6 months and provided support to move them towards rapid rehousing supportive services for up to 6 months

- Case Management and Life Skills Services: This process engages young adults in an ongoing information-gathering and decision-making process to help identify their goals, strengths, and challenges. Rebound Support Services program focuses on homeless youth on basic life skills; our Life Coaches are also aware that many of the young adults coming to the program have never lived on their own and will also need support, skills, and training on money management, preparing meals, and understanding tenant rights and responsibilities. The Life Coaches will also help the young adults review and understand links to benefits and employment services; eventually, the young adults will have to assume responsibility for rent. When young adults enter our Rebound Support Services program, they will still be in “survival mode” and have histories of trauma. Our Rebound Support Services program will provide strategies to vulnerable young adults with programmatic opportunities to develop knowledge, skills, and supportive family and community relationships necessary for success as adults

- Information and Referral: This will provide young adults with assistance in identifying and assessing community-based resources to meet basic needs and connect them to necessary resources.

- Advocacy: Advocating for rights, decisions, and strengths and promoting client access to resources, supports, and services. This includes modeling behavior that helps the young adults learn to advocate for themselves and negotiate with service systems to obtain needed support and help.

RSS will address the following Fulton County Health and Humann Services Strategic Priority and Strategic Objective #4 to support the vulnerable residents in our social services. RSS will address two of the three applicable funding priorities:

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- Transitional housing options for homeless youth, persons with substance use disorders, and households fleeing domestic violence.
- Rapid rehousing for non-chronic households (families and singles).

YESS has several collaborative partnerships that assist the organization with addressing the needs of youth homelessness. Our collaborative partnerships include:

- Project Community Connections Inc. (PCCI) - Provides our agency with satellite office space and access to their housing locator and employment resource services.
- The Park at Galaway Apartments and The Ashford at Stone Ridge Apartments partnerships provide YESS with transitional housing apartments to immediately house homeless youth.
- Georgia Department of Labor - Is conveniently located across the street from our Phoenix Blvd. offices and our Case Managers make job connections with their office. We refer youth to their job and hiring fairs on a regular basis.
- Georgia Vocational Rehabilitation Services - Is also conveniently located across the street from our Phoenix Blvd. office. We have connected our clients to their services on a regular basis.
- Ringer Center for Excellence - Provides one-on-one and group job/career coaching. They provide our youth with career assessments, resume writing, interview skills, job leads, and job readiness workshops.
- Furniture Bank - We are an approved partner with the Furniture Bank, and we make direct referrals to assist clients with household furnishings.
- Atlanta Center for Self-Sufficiency - YESS participates in their MARTA Half-Fare Program, which provides significant cost savings for MARTA passes for our clients. We have participated in the program for three years and have established a very successful partnership with this program.
- MARTA Half-Fare Program provides YESS with significant cost savings for bus and rail passes for our clients. YESS participated in the program for three years and have established a very successful partnership with this program.
- Messiah for Life CPR School of Phlebotomy - This is year 2 of our formal partnership of the Certified Phlebotomy Technician (CPT) program graduated seven CPTs with a 100% pass rate of the NHA certification exam. Graduates are connected with jobs in the clinical and ambulatory settings.
- Our House - YESS partnered with Our House Child Development Associate (CDA) program to provide direct referrals to this training program for our clients to receive the CDA credentials to work full-time in child care facilities. They also provide childcare slots on an emergency basis.
- Connections Homes - Our partnership with Connections Homes helps us match youth with trained and vetted adult mentors who will support them to be lifelong connections for young adults after services end.

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- Hope through Soap partnered with YESS to provide outreach services, medical assistance, HIV testing, shelter resources, substance abuse resources, and rapid rehousing resources.

Designation of CSP Funds:

Based on the awarded amount of **$30,000.00,** 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.

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Cost Category	Designation of CCSP Funding Award
Administrative (5% Admin max of funds awarded.)	$1,500.00
Operational	$3,000.00
Direct Services	$25,500.00
Total	$30,000.00

Explanation of Funding Details:

Administrative (5% Admin max of funds awarded.): $1,500- Contract Services for Accountant, liability insurance, and other administrative costs.

Operational: $3,000 - Printing of marketing materials, allocation of copier lease, office supplies (pens, pencils, paper, markers, etc.)

Direct Services: $25,500.00 - % of Salaries/benefits of direct program staff, Transitional housing rent and utilities.

Program Performance Measures:

Youth Empowerment Success Services agrees to track and report program performance to the Fulton County Department of Community Development.

County Defined Performance Measure(s):

Children and Youth: Not Applicable

Disabilities: Not Applicable

Economic Stability: Not Applicable

Health and Wellness: Not Applicable

Homelessness: Number of individuals assisted through rapid re-housing,Number of individuals placed in Transitional Housing,Number of potential instances of homelessness prevented

Senior Services: Not Applicable

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Veterans Services: Not Applicable

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

The YESS Rebound Support Services (RSS) program will use the Casey Life Skills Homeless Assessment and Pre- and Post-program Assessment. This evidence-informed 48-item assessment addresses care issues for youth living on the streets. The Assessment taps domains crucial to ensuring they understand the resources available, ways to be safe, how to avoid victimization, and how to secure safe and sustainable housing. It covers knowledge and behavior in the skill areas of daily life, family and friends, health, housing, jobs, legal, safety, survival, and school. Heightened self-awareness for homeless young people may result in successfully and permanently leaving homelessness and achieving greater long-term success.

The pre-assessment results will be used in the initial intake interview to develop a baseline and initial individualized skills and service plan that will be established to identify skills and goals in the following key areas:

- Daily Life assesses hygiene and nutrition skills while identifying available community resources
- Family and Friends cover skills necessary to maintain healthy relationships with friends and family members, including communication and developing a personal support system.
- Health focuses on skills necessary to maintain good physical and emotional health, how to access medical services, the risks and treatment for alcohol and drug use, pregnancy and STD prevention and treatment, personal strengths and weaknesses, and goal setting
- Housing covers skills necessary for locating, obtaining, and maintaining housing.
- Employment covers skills needed to create a career plan, search for part-and full-time employment, employment maintenance and job transitions.
- Legal focuses on skills needed to obtain legal documents, access legal resources, and understand the consequences of unlawful behavior.
- Safety and Survival address skills necessary to stay safe while homeless.
- School covers skills important to academic success and the relationship between education and employment.

RSS is a 12-month program to provide solutions to youth homelessness. RSS programs are designed to help youth achieve permanent housing within 12 months using the following schedule.

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- Initial Interview Assessment and Individualized Service Plan: Within the first seven days in the program we will establish a service plan that will help youth eliminate barriers to homelessness.
- Transitional Housing: After the initial interview and assessment and using the Housing First HUD model youth will be placed in one of the transitional housing slots for up to 6 months.
- Rapid Rehousing: Our Life Coach and housing locator team will concurrently provide support to move youth towards rapid rehousing between 4-6 months while providing case management support and helping youth secure and maintain stable employment. By the 6th month in the program, youth will be placed in independent housing and provide up to 6 months of rapid rehousing financial assistance and case management. By the 12th month, youth will be able to pay 100% of their living expenses.
- Case Management and Life Skills Services: We will engage with the young adults in an ongoing information-gathering and decision-making process to help identify their goals, strengths, and challenges. The Case Managers will provide individualized life skills in the home and community with youth to help them develop the hands-on skills they need. Case management will remain in place for 12 months of program participation.
- Group Life Skills: Youth will also participate in a 3-month life skills group that will be offered each month and will rotate each quarter. The group life skills curriculum will be delivered once a month and will cover the following three key life areas, these areas are Employment, Housing, and Support Systems by the end of each session, youth will be able to do the following as demonstrated by taking the post-Casey Life Skills Homeless Assessment in the specific domain, and the goal is to see a change in knowledge and behavior in their responses from “No”, “Mostly No” and “Somewhat” to “Yes” and “Mostly Yes”.
    - Month 1- Employment/Career: Youth will be able to do the following: Is able to make an informed career decision can develop a resume and cover letter and interview for a job
    - Month 2 - Housing: Youth will be able to Know and understand the kinds of housing available in their community and can maintain their own living arrangements for at least three months.
    - Month 3 - Support Systems Youth will be able to: Know how to develop and maintain healthy relationships. develop and use a personal support system

The data collection tool(s) and sources used to report progress on performance measures include Client Track/HMIS to capture basic demographic and homelessness eligibility. Intake application and interview will track their homeless status at intake, employment, and current support system when they apply for program services.

Casey Life Skills Homeless Assessment will be used to baseline youth track progress towards the performance measures and help develop case plans and life skills goals. Using the strengths-based life skills curriculum, we will provide a post-assessment for each life skill domain (i.e., Housing, Employment, Support system) that will measure short and intermediate-term outcomes and will correspond with changes in the participant's skills, attitudes, confidence, and behaviors with regards to career/employment skills, securing housing, and developing a support system.

YESS will report on the following Fulton County CSP-defined performance measures during the contract year:

- The number of individuals assisted through rapid rehousing
- The number of individuals placed in Transitional Housing

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- The number of individuals whose barriers to self-sufficiency are eliminated/reduced; paths to self-sufficiency created (increase in income/employment stability, access to the case, or noncash mainstream benefits).

Agency Defined Performance Measure(s):

The three agency-defined performance measures are as follows:

- The number of individuals who complete a career assessment and have developed and updated resumes by the end of the career/employment workshop.
- The number of individuals who maintain a job for 60 days or more is evidenced by 2-4 consecutive pay stubs.
- The number of individuals who identify at least one adult or family member that can provide them with one tangible support as evidenced by a completed Permanency pact by the end of the Support System workshop.

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

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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.

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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 **$30,000.00.**

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

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

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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.

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(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:

Youth Empowerment Success Services
1635 Phoenix Blvd. Suite 7
College Park , Georgia 30349

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

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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

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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 **Youth Empowerment Success Services**, 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

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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

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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.

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(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

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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.

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STATE OF GEORGIA

COUNTY OF FULTON

FORM F: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services[1] under a contract with **[insert name of prime contractor (Agency)]** Youth Empowerment Success Services 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.

940848

EEV/Basic Pilot Program* User Identification Number

Youth Empowerment Success Services

Name of Contractor (Agency)

BY: Authorized Signature of Officer or Agent of Contractor

CEO

Title of Authorized Officer or Agent of Contractor of Contractor

Ebony Harris

Printed Name of Authorized Officer or Agent of Contractor

Sworn to and subscribed before me this 19 day of FEBRUARY, 2024.

Notary Public: BRANDI RAE HICKS

County: FULTON

Commission Expires: 8/20/2024

Brandi Rae Hicks
NOTARY PUBLIC
FULTON COUNTY, GEORGIA
My Commission Expires
08/20/2024

[1]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.

[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].

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STATE OF GEORGIA

COUNTY OF FULTON

FORM G: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT

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

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

_____
Name of Subcontractor (Individual/Agency)

Youth Empowerment Success Services, Inc. will not use a Subcontractor for the purpose of the FultonCCSP grant program.

_____
BY: Authorized Signature Officer or Agent of Subcontractor

_____
Title of Authorized Officer or Agent of Subcontractor

_____
Printed Name of Authorized Officer or Agent of Subcontractor

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

Notary Public: _____

County: _____

Commission Expires: _____

[3]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.

[4]*[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].

DocuSign Envelope ID: 0B441771-F333-4922-9148-D842B38BA82C

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/25/2024

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	CONTACT NAME: Monica Jernigan	
Turner, Wood, & Smith Agency, Inc. 1515 Community Way PO Box 1058 Gainesville GA 30503	PHONE (A/C, No, Ext): (770) 536-0161	FAX (A/C, No): (770) 536-1283
	E-MAIL ADDRESS:	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Youth Empowerment Success Service, Inc 255 N. Main St Ste 563 Jonesboro GA 30237	INSURER A : Great American Insurance Co.	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** CL2412536312 **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	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			MAC 4844612 07	01/17/2024	01/17/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG ABUSe or Molestation	$ 1,000,000 $ 100,000 $ 10,000 $ 1,000,000 $ 3,000,000 $ 3,000,000 $ 1,000,000
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			MAC 4844612 07	01/17/2024	01/17/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	[X] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			UMB 4-84-46-13 01	01/17/2023	01/17/2024	EACH OCCURRENCE AGGREGATE	$ 3,000,000 $ 3,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $
A				MAC 4844612 07	01/17/2024	01/17/2025		

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

Certificate holder and/or owner are listed as additional insured with regards to general liability, coverage is primary and non contributory, and blanket waiver of subrogation applies per Form #CG8970 11-14.

CERTIFICATE HOLDER

Fulton County Government
141 Pryor St
Atlanta, GA 30303

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Amanda McConnell

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/01/2023

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 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
AP INTEGO INSURANCE GROUP, LLC
375 Woodcliff Dr.
Suite 103
Fairport NY 14450

CONTACT NAME: AP Intego Insurance Group, LLC
PHONE (A/C, No, Ext): 888-289-2939 **FAX (A/C, No):**
E-MAIL ADDRESS: certs@apintego.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Wesco Insurance Company	25011
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Youth Empowerment Success Services Inc
255 N. Main St. #563
College Park GA 30237

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ COMMERCIAL GENERAL LIABILITY	☐	☐				DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	☐ CLAIMS-MADE ☐ OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$
	☐ POLICY ☐ PRO-JECT ☐ LOC							$
	AUTOMOBILE LIABILITY	☐	☐				COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	☐ **UMBRELLA LIAB** ☐ OCCUR	☐	☐				EACH OCCURRENCE	$
	☐ **EXCESS LIAB** ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N	N / A	☐	WSS3662117	08/19/2023	08/19/2024	☒ WC STATU-TORY LIMITS ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? ☐						E.L. EACH ACCIDENT	$ 1,000,000
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$ 1,000,000
		☐	☐					

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

CERTIFICATE HOLDER

Fulton County Government
141 Pryor Street
Atlanta, GA 30303

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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Clear All

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

OWNER:

FULTON COUNTY, GEORGIA

DocuSigned by:
Robert L. Pitts
BA715B1A26544E7...

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST:

DocuSigned by:
Tonya R. Grier
EEC476C4837648D...

Tonya R. Grier
Clerk to the Commission

DocuSigned by:

(Affix County Seal)

CONTRACTOR:

VENDOR NAME **Youth Empowerment Success Services**

DocuSigned by:
Name of Signatory: Ebony Harris
Title of Signatory: CEO
7E827ABA704E4B1...

Authorized Signature

ATTEST:

DocuSigned by:
Name of 2nd Signatory: **Nattlie J Ringer**
Nattlie Ringer
Title of 2nd Signatory: **Treasurer**
7DCB6A60AD2746C...

Second Authorized Signature

(Affix Corporate Seal, if applicable)

APPROVED AS TO FORM:

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

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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 **Urban Health and Wellness dba The Urban Clinic of Atlanta** (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:

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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

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ARTICLE 11. ASSIGNABILITY

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ARTICLE 15. CAPTIONS

ARTICLE 16. GOVERNING LAW

ARTICLE 17. JURISDICTION

DocuSign Envelope ID: D0117B6C-8BB6-4E45-BDA9-794BB534D599

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: Health and Wellness

CCSP Funding Priority(ies):

Children and Youth: Not Applicable

Disabilities: Not Applicable

Economic Stability: Not Applicable

Health and Wellness: Number of individuals connected to available resources to help mitigate illness and health disparities,Number of individuals receiving referrals to behavioral health and

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other supportive services,Number of individuals who report or demonstrate improved health-related outcomes or other “quality of life” measures

Homelessness: Not Applicable

Senior Services: Not Applicable

Veterans Services: Not Applicable

Urban Health and Wellness dba The Urban Clinic of Atlanta, Increase access to care and free lab services for uninsured Fulton County residents 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
The Urban Clinic of Atlanta	777 Cleveland Ave SW, Suite 209	Atlanta	GA	30315	4	1,2,3,4,5,6

Approach and Design:

Urban Health and Wellness dba The Urban Clinic of Atlanta, Increase access to care and free lab services for uninsured Fulton County residents will provide services to **300** clients that reside in Fulton County, with CCSP funding.

Urban Health and Wellness dba The Urban Clinic of Atlanta, will provide the following activities and services in Fulton County with CCSP funding:

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Our agency is an appointment-only clinic to ensure we are able to see each patient that enters the door. Patients learn about our services through our website, active listing on the Georgia Charitable Care Network website and the National Association of Free & Charitable Clinics website, and through local partners. New patient appointments are generally scheduled about one to two months out. We have many patients who no longer rely on the Emergency Department for medication and primary care needs, as they can now effectively manage their health by consistently following up and visiting our clinic for acute and chronic illnesses. Our staff includes three mid-level providers (one is the executive director), two medical assistants, a phlebotomist/lab technician, a receptionist, a director of development, a patient care coordinator, and a contracted bookkeeper. Our Volunteer Medical Director is an Emergency Department Physician at Emory Healthcare, who serves as the overseeing physician for our mid-level providers. Our agency will target Health & Human Services Key Performance Indicator #1: Prevent illness by engaging in healthier behavior. Our clinic provides free STI testing and treatment or HIV referrals if needed (generally 20% of total patients receive STI testing and treatment). We provide prostate and cervical cancer screenings on-site for eligible patients and provide referrals for mammograms and colon cancer screenings through established partnerships for eligible patients. In addition, we will target Health & Human Services Key Performance Indicator #2: Prevent health disparities by educating residents and connecting them to available resources. 100% of Fulton County patients served at our clinic are uninsured, on average 40% of patients will receive a flu vaccine while in our care, 90% of our patients have comorbidity and are managing two or more diseases in our care, and 50% of patients are receiving behavioral health services on-site or through a referral.

Our agency also supports the following selected CSP funding priorities as explained above: Health and Wellness - Prevent illness and health disparities by educating and connecting individuals to available resources and Programs addressing mental health, depression, stress, trauma and anxiety among individuals. 100% of patients will be connected to available resources to help mitigate illness and health disparities, 100% of patients will report or demonstrate improved health-related outcomes or other “quality of life” measures, and 25% of patients will receive referrals to behavioral health and other supportive services.

The following activities will help our agency ensure all Health & Human Services Key Performance Indicators and CSP funding priorities are achieved. (1) Retain and support current medical providers (paid and volunteer). (2) Conduct outreach to other community/healthcare agencies serving similar populations to attract new patients and develop new partnerships. (3) Maintain evidence-based practice by adhering to up-to-date, peer-reviewed algorithms for acute and chronic disease management. (4) Offer health education classes to patients with chronic diseases. (5) Continue to utilize three methods of communication (patient portal, phone call, text message, etc.) and three points of contact to promote retention in care. (6) Maintain and expand systems to enter patients into specific treatment cohorts and track and report their outcomes accordingly.

Our agency has a number of established community partners that help expand our ability to serve patients and decrease barriers to care.

Americares/Direct Relief/MAP International - donates a portion of needed medications and other medical supplies
MedShare - provides donated PPE and other needed equipment for clinical staff and volunteers

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Mercy Care - referral source for patients that require HIV support/treatment
CPL Labs - processes labs at a discounted cost
Fulton County Board of Health - provides free to low-cost STI labs
Northside Hospital - specialty and radiology referrals through the financial assistance program
Georgia Volunteer Healthcare Program - covers medical malpractice insurance for our providers
Giving Health - provides free telehealth counseling for our patients
Georgia Lions Lighthouse Foundation - provides free vision screenings for our patients on-site and offers eyeglasses at a discounted rate
American Heart Association - we participate in their Blood Pressure Quality Improvement Support program

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.

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Cost Category	Designation of CCSP Funding Award
Administrative (5% Admin max of funds awarded.)	$0.00
Operational	$0.00
Direct Services	$40,000.00
Total	$40,000.00

Explanation of Funding Details:

UCA provides on-site laboratory services at no cost to patients. Some labs result the same-day as when ordered by the provider. For all other labs, we work with both Clinical Pathology Laboratories and Fulton County Board of Health. For FY2024, we anticipate spending $35,180 in lab testing costs. Commonly ordered labs include Complete Blood Count, Comprehensive Metabolic Panel, Lipids, Hemoglobin A1c, Thyroid Stimulating Hormone, Pap Smears, Gonorrhea, Chlamydia, HIV, and Syphilis.

UCA staffs a part-time (15 hours per week) phlebotomist/lab technician. This direct service role is responsible for performing blood draws, testing urine samples, and administering vaccines on-site at the clinic. The remaining $4,820 of the funding award will support the annual salary for this position, which is $14,820.

Program Performance Measures:

Urban Health and Wellness dba The Urban Clinic of Atlanta agrees to track and report program performance to the Fulton County Department of Community Development.

County Defined Performance Measure(s):

Children and Youth: Not Applicable

Disabilities: Not Applicable

Economic Stability: Not Applicable

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Health and Wellness: Number of individuals connected to available resources to help mitigate illness and health disparities,Number of individuals receiving referrals to behavioral health and other supportive services,Number of individuals who report or demonstrate improved health-related outcomes or other “quality of life” measures

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:

Under the program category, Health and Wellness, our agency will use the following county defined performance measures: (1) Number of individuals (projected 300 Fulton County residents over 12 month period) connected to available resources to help mitigate illness and health disparities. (2) Number of individuals (projected 75 Fulton County residents over 12 month period) receiving referrals to behavioral health and other supportive services. (3) Number of individuals (projected 300 Fulton County residents over a 12 month period) who report or demonstrate improved health-related outcomes or other quality life measures.

Our agency uses AthenaNet, an Electronic Medical Records system that allows us to properly track and monitor the proposed performance measures, patient demographic information and other health related data. As it relates to the tracking and implementation of organization-wide goals identified in this application, the clinical team regularly monitors progress and accomplishments each month. In addition, our patient care coordinator has each patient complete a feedback survey during patient check-out. This data helps us measure patients' satisfaction rates of their care, decrease utilization of Emergency Department while in our care and other self-reported health-related outcomes.

Agency Defined Performance Measure(s):

The following are Agency defined performance measures that we will report on during the contract period.

1. 2,000 lab orders for Fulton County residents

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2. 60% of patients who have a diagnosis of hypertension will have an adequately controlled blood pressure reading of 140/90mmHg or less within each calendar year. 100% of hypertensive patients will be given a blood pressure monitor if they do not already own one.
3. 70% of patients who have a diagnosis of diabetes (type 1 and type 2) will have HbA1c level of 8% or less within each year. 100% of diabetic patients will be given a glucometer if they do not already own one.
4. 80% of patients who have a diagnosis of obesity will lose 10% of their body weight through lifestyle modifications and treatments a year from their first appointment after January 2024.

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**.

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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

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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

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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

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137 Peachtree Street, SW
Atlanta, Georgia 30303

To Contractor:

Urban Health and Wellness dba The Urban Clinic of Atlanta
777 Cleveland Ave SW Suite 209
Atlanta, Georgia 30315

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.

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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

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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 **Urban Health and Wellness dba The Urban Clinic of Atlanta**, 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

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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

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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

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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.

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STATE OF GEORGIA

COUNTY OF FULTON

FORM F: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services[1] under a contract with **[insert name of prime contractor (Agency)]** Urban Health and Wellness dba The Urban Clinic of Atlanta 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.

1872968
EEV/Basic Pilot Program* User Identification Number

Urban Health and Wellness dba The Urban Clinic of Atlanta
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

Susan Whatley
Printed Name of Authorized Officer or Agent of Contractor

Sworn to and subscribed before me this 16 day of February, 2024.

Notary Public: Teresa J Whatley

County: Cherokee

Commission Expires:

Teresa J Whatley
NOTARY PUBLIC
Cherokee County, GEORGIA
My Commission Expires 03/28/2026

[1]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.

[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].

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STATE OF GEORGIA

COUNTY OF FULTON

FORM G: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT

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

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

_____ **not applicable**
Name of Subcontractor (Individual/Agency)

_____
BY: Authorized Signature Officer or Agent of Subcontractor

_____
Title of Authorized Officer or Agent of Subcontractor

_____
Printed Name of Authorized Officer or Agent of Subcontractor

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

Notary Public: _____

County: _____

Commission Expires: _____

[3]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.

[4]*[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].

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ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/19/2024

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	CONTACT NAME: Joe Jaynes	
J&A Insurance Agency Inc. 1300 Ridenour Blvd. Ste. 100 Kennesaw GA 30152	PHONE (A/C, No, Ext): (678) 266-3353	FAX (A/C, No): (678) 266-3353
	E-MAIL ADDRESS: jj@jainsuranceagency.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Twin City Fire Ins. Co.	29459
INSURED Urban Health And Wellness, Inc dba DBA The Urban Clinic of At 777 Cleveland Ave., Ste. 209 Atlanta GA 30315-	INSURER B :	
	INSURER C :	
	INSURER D : Hartford Underwriters Insurance Company	
	INSURER E : ACE Fire Underwiters Insurance Company	
	INSURER F :	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC OTHER:	X		20SBAAI7924	08/12/2023	08/12/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1000000 $ 1000000 $ 10000 $ 1000000 $ 2000000 $ 2000000
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N [Y] If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		20WECAH0YWF	07/24/2023	07/24/2024	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1000000 $ 1000000 $ 1000000
E	Directors and Officers Liability			NFPGAF136683092-007	08/12/2023	08/12/2024	aggregate limit for all l	$1,000,000

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

Covered location address: 777 Cleveland Ave., Suite 209, Atlanta, GA 30315.

Certificate Holder is an additional insured provided add'l insured status is being required by written agreement per policy# 20 SBA AI7924 General Liab. coverage form SS 00 08 04 05 (see form attached separately).

CERTIFICATE HOLDER

Fulton County Government
141 Pryor St. SW
Atlanta, GA 30303-3408

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Joe Jaynes, Agency Principal

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THE URBAN CLINIC OF ATLANTA

Rachel Barber <rachel@urbanclinic.org>

FW: COI Waiver - Urban Health and Wellness dba The Urban Clinic of Atlanta- APPROVED

3 messages

Edwards, Doris <Doris.Edwards@fultoncountyga.gov> Thu, May 23, 2024 at 9:38 AM
To: Rachel Barber <rachel@urbanclinic.org>
Cc: Susan Whatley <susan@urbanclinic.org>

Your waiver request has been **Approved,** please upload this email thread along with your COI. Thanks

From: Williams, Cherie <Cherie.Williams@fultoncountyga.gov>
Sent: Thursday, May 23, 2024 9:32 AM
To: Edwards, Doris <Doris.Edwards@fultoncountyga.gov>
Subject: RE: COI Waiver - Urban Health and Wellness dba The Urban Clinic of Atlanta- APPROVED

Good morning Doris,

The Urban Clinic of Atlanta's request for waiver for the **Umbrella and Professional E/O** is **approved** based on the evidence of Medical Malpractice Insurance from the GVHCP which gives Sovereign Immunity protection.

Additionally the request for waiver of the **automobile liability** is **approved** based on the agency stating that vehicles are not operated during business hours for the purposes of program service delivery.

The content of the waiver request has been included below for quick reference for the Fulton County Attorney's Office. The agency should include this email with the Certificate of Insurance as one document.

May 21, 2024

Doris Edwards CPM®

Grant Administrator

Youth and Community Services Division | Department of Community Development

137 Peachtree Street, SW, Atlanta, Georgia 30303

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GM Cherie,

Please review the waiver request from Urban Health and Wellness. Thanks

From: Rachel Barber <rachel@urbanclinic.org>
Sent: Wednesday, May 22, 2024 12:51 PM
To: Edwards, Doris <Doris.Edwards@fultoncountyga.gov>
Cc: Susan Whatley <susan@urbanclinic.org>
Subject: COI Waiver - Urban Health and Wellness dba The Urban Clinic of Atlanta

Hello Ms. Edwards,

We are thrilled to receive this award from the Fulton County CSP, thank you!

Last year, we submitted a waiver (which Risk Management approved) to upload with our COI. In lieu of umbrella and professional e & o policies, our organization has Medical Malpractice Insurance from the Georgia Volunteer Health Care Program (GVHCP) of the Department of Public Health (DPH), which provides Sovereign Immunity protection to licensed health care professionals who treat uninsured individuals at or below 200 percent of the federal poverty level. And just to confirm our non-profit clinic does not have auto insurance, because we do not operate vehicles during operating clinic hours.

I've attached an updated waiver for your review, along with the documentation of our immunity protection. Please let us know if you have any additional questions. Thank you!

Sincerely,
Rachel

--

Rachel Barber, MSSW
Director of Development

rachel@urbanclinic.org

The Urban Clinic of Atlanta

777 Cleveland Ave SW, Suite 209

Atlanta, GA 30315

404-618-6983

urbanclinic.org

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GEORGIA DEPARTMENT OF PUBLIC HEALTH

Kathleen E. Toomey, M.D., M.P.H., Commissioner / Brian Kemp, Governor

2 Peachtree Street, NW, 15th Floor
Atlanta, Georgia 30303-3142

dph.ga.gov

January 8, 2021

Cheryl Porter, CFO
Urban Health and Wellness (UHW)
859 Metropolitan Parkway, SW
Atlanta, GA 30310

Dear Ms. Porter,

On behalf of the Georgia Department of Public Health (DPH), welcome to the Georgia Volunteer Health Care Program (GVHCP)! We appreciate and thank you for your interest in the program and your willingness to provide volunteer services to Georgia's uninsured/underinsured residents.

Please find attached a copy of the executed agreement between you and DPH that provides specific information related to your participation in the program. The agreement includes the GVHCP's terms and requirements that all providers and corporations must comply with in order to be eligible for Sovereign Immunity Protection (SI) as set forth in O.C.G.A. 31-8-190 et seq., also included. Please review this agreement thoroughly and maintain a copy for your reference.

SI protection requires a periodic review of professional licenses status which is done automatically. Your name, license number and any contact information have been added to the system located at **www.servga.gov**. Visit this website to change your password and update your information. Your **temporary** username and password are:

If you have any questions or need information regarding GVCHP, please feel free to contact me at **carla.catalon-scott@dph.ga.gov** or 404.273.6278. Again, we appreciate your participation and look forward to working with you to build a healthier Georgia.

Sincerely,

C Catalon-Scott

Carla Catalon-Scott
Regional Volunteer Coordinator
Georgia Volunteer Health Care Program

Enclosures:

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GEORGIA DEPARTMENT OF PUBLIC HEALTH
GEORGIA VOLUNTEER HEALTH CARE PROGRAM
VOLUNTEER HEALTH CARE PROVIDER APPLICATION

Application type: ☐ Individual ☒ Clinic ☐ Corporation

SECTION I – HEALTH CARE PROVIDER INFORMATION

Please fill out this section if you wish to enroll as an individual provider:

Provider Name: N/A (Last) (First) (M) Date: 11/20/2020

Address: N/A (Street) (City) (State) (Zip)

Phone Number: ( ) N/A (Cell/Home/Work) (Circle One) Email: N/A

Occupation: N/A Georgia License Number: N/A

Credentials: N/A Specialty: N/A

SECTION II – HEALTH CARE CLINIC INFORMATION

If you own, or are an officer of, a Professional Corporation (PC)/Professional Association (PA)/Limited Liability Corporation (LLC), and you would like protection for the corporation while volunteering, please complete Section II. Our office will also need your signature and date on the corporate packet.

Name of Corporation/Limited Liability Corporation: Urban Health and Wellness, Inc. (UHW)

Secretary of State Corporation Control Number: 16085859

Name & title of corporate representative with contract authority: Cheryl Porter, CFO

Address: 859 Metropolitan Parkway, SW (Street) Atlanta (City) GA (State) 30310 (Zip)

Office Phone: 404.618.6983 Website: www.uhw.clinic Contract Authority Officer Email: susanw.uhw@gmail.com

SECTION III – NOTIFICATION TO APPLICANT

To protect patients and clinics participating in the Georgia Volunteer Health Care Program, a routine check of each applicant's professional license is conducted through the appropriate state licensing board. In addition, all applicants are screened through the U.S. Office of Inspector General for Medicare or Medicaid sanctions.

VERIFICATION/CREDENTIAL
FOR DEPARTMENT OF PUBLIC HEALTH USE ONLY

Individual Provider N/A License Expiration Date: N/A

Current Georgia Health Care Professional License? ☐ Yes ☐ No License Status "Clear and Active"? ☐ Yes ☐ No

Any Medicare or Medicaid Sanctions? ☐ Yes ☐ No Any Findings or Past Board Orders on license? ☐ Yes ☐ No

Corporate Provider

Active Corporation? ☒ Yes ☐ No Date of last registration 2020 Any Medicare or Medicaid Sanctions? ☐ Yes ☒ No

Clinic Name: Urban Health and Wellness (UHW) County: Fulton Region #: 2

Completed By: C Catalon-Scott Carla Catalon-Scott 11/20/2020

Signature of GVHCP Regional Volunteer Coordinator or Program Director Date

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Georgia Department of Public Health

GEORGIA VOLUNTEER HEALTH CARE PROGRAM
VOLUNTEER HEALTH CARE PROVIDER AGREEMENT

What You Deserve
Georgia Volunteer Health Care Program

The Georgia Department of Public Health ("DPH") and **Urban Health and Wellness, Inc.** ("Volunteer")
(Name of individual, private practice, and/or clinic partner)

hereby agree as follows:

I. RELATIONSHIP OF PARTIES

This Agreement is intended to allow volunteer health care providers to assist DPH in providing health care and administrative services ("Services") to underserved individuals. Volunteer understands the execution of this Agreement serves as permission to provide Services which Volunteer desires to perform for charitable and humanitarian reasons.

Volunteer shall offer Services as an agent of DPH and shall be considered a state officer or employee for the purposes of the Georgia Tort Claims Act, O.C.G.A. § 50-21-20, *et seq.*, provided that Volunteer acts within the Scope of Service and Responsibilities set forth in this Agreement. For all other purposes, DPH shall not be considered an employer of Volunteer. Georgia laws, rules, and regulations directly or indirectly relating to state employment, worker's compensation, unemployment, collective bargaining, hours of work, rates of compensation, leave time, or employee benefits shall not apply to Volunteer. Volunteer shall be solely responsible for any loss or liability resulting from Volunteer's acts outside the scope of this Agreement. Volunteer does hereby release and forever discharge and hold harmless the State of Georgia and DPH from any liability or claim that Volunteer may have with respect to bodily injury, personal injury, illness, death, or property damage that may result from Volunteer's participation in this Agreement.

Volunteer acknowledges that in entering into this Agreement, DPH has relied upon the information provided in Volunteer's Georgia Volunteer Health Care Program Volunteer Health Care Provider Application ("Application"). Volunteer warrants that all information contained in Volunteer's Application is truthful and accurate.

II. VOLUNTEER SCOPE OF SERVICE AND RESPONSIBILITIES

Volunteer shall:

A. Have and maintain in good standing applicable Georgia professional license during the performance of Services under this Agreement.

B. Provide Services to those individuals whom DPH has deemed eligible to receive said Services ("Patients"). Patient eligibility must be determined by an Eligibility Specialist approved and trained by the DPH Regional Volunteer Coordinator, as provided in Section III(A) of this Agreement. Services must be provided in facilities approved by DPH.

1. Volunteer shall provide Services and accept all Patients on a walk-in and referral basis, except that Volunteer shall not be required to accept more than _____ Patients per month.

2. Volunteer shall not provide Services to Patient unless Patient has received and signed the notice required by O.C.G.A. § 31-8-194. In cases of emergency care,

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the Patient's legal representative shall be required to receive and sign the notice, or if such individual is unavailable, Patient shall receive and sign the notice within 48 hours after Patient has the mental capacity to consent to treatment.

C. Render only Services as authorized by law and in accordance with Volunteer's professional license. Experimental or clinically unproven procedures shall not be performed.

D. Refrain from providing Services for a non-emergency Patient if Patient's health care need is not within the area of expertise of Volunteer and cannot be reasonably met by Volunteer.

E. Report all Adverse Incidents that occur while providing Services under this Agreement to the DPH contact listed in Section VI within twenty-four hours of such occurrence.

1. "Adverse Incident" means an incident, whether intentional or unintentional that caused or could have caused injury to or death of a patient including, but not limited to, those incidents that are required by state or federal law to be reported to any governmental agency or body, and occurrences that are reported to or reviewed by any health care facility peer review, risk management, quality assurance, credentials, or other similar committee.

2. The Adverse Incidents set forth above are not intended to be an exhaustive list. DPH shall report Adverse Incidents to the appropriate department, agency, or board for further action. DPH may conduct its own investigation and immediately terminate this Agreement if DPH deems such action to be appropriate, in its sole discretion.

3. DPH and Volunteer acknowledge that the reporting of an Adverse Incident is not intended as, and shall not be interpreted as, an admission of fault or responsibility on the part of Volunteer.

F. Ensure that transfer of any Patient to another health care provider does not violate anti-dumping provisions of the Emergency Medical Treatment and Active Labor Act, 42 U.S.C. § 1395dd.

G. Notify DPH contact listed in Section VI of:

1. Any change in Volunteer's address, telephone number, facsimile number, or e-mail;

2. Any change in the validity or status of Volunteer's professional license, including, but not limited to, a change from active to inactive, revoked, suspended, provisional, limited, restricted, or probationary; or

3. Placement of Volunteer on the Federal Exclusions List pursuant to 42 U.S.C. § 1320a-7, or any other debarment or sanction by any state or federal agency that would prohibit Volunteer from providing the Services.

H. Successfully complete any and all training required by DPH; and

I. Comply with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act of 2009 ("HITECH"),

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their implementing regulations, 45 C.F.R. Parts 160 and 164, and all other applicable federal and state confidentiality laws. HIPAA and HITECH include provisions for the following: protecting patient privacy; protecting security and data integrity of electronic medical records; prescribing methods and formats for exchange or electronic medical information; and uniformly identifying providers. All personal health information that comes to the attention and knowledge of Volunteer shall be considered privileged and confidential and shall not be disclosed to anyone other than authorized personnel.

J. Immediately, and in no case more than twenty-four hours after receipt, provide written notice to the DPH contact listed in Section IV of any actual or threatened legal action against Volunteer for work related to this Agreement, whether the action is formal, informal, administrative, mediation, arbitration, civil or criminal litigation.

K. Immediately, and in no case more than twenty-four hours after receipt, provide written notice to the DPH contact listed in Section VI of any complaints made by Patients.

L. Be subject to regular inspection and supervision, including quality review, by DPH regarding Services provided under this Agreement. Volunteer shall provide access to all records maintained on Patients. Patient records shall be retained as provided in O.C.G.A. § 31-33-2.

M. Refrain from subcontracting for the provisions of Services under this Agreement.

III. DPH RESPONSIBILITIES

A. DPH, through its Regional Volunteer Coordinators, is responsible for screening, approving, and training designated Eligibility Specialists to work with Volunteer. Eligibility Specialists will determine Patients' eligibility for Services and obtain the signed Patient acknowledgement required by O.C.G.A. § 31-8-194.

B. Within the applicable notice period, DPH will notify the U.S. Department of Health and Human Services and any other state or federal agency, as required, of any Adverse Incidents that arise from the performance of Services by Volunteer.

C. DPH will make reasonable efforts to ensure that Volunteer understands Volunteer's duties and responsibilities under this Agreement and is aware of and follows all applicable health and safety rules, regulations, and procedures.

IV. TERM

This Agreement shall become effective on the date of the last signature below and shall continue indefinitely unless terminated as set forth in Section V.

V. TERMINATION OF AGREEMENT

Either Party may terminate this Agreement by providing thirty days' written notice to the individual listed in Section VI of this Agreement. Notwithstanding the foregoing, Volunteer must comply with and abide by any applicable state or federal laws requiring continuation of care. DPH reserves the right to immediately terminate this Agreement in the event the Volunteer commits any act which threatens the health, safety or welfare of another.

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VI. NOTICE

All notices under this Agreement shall be sent to the following contacts:

For DPH:
Carla Catalon-Scott
Georgia Department of Public Health (DPH)
P.O. Box 604
Redan, GA 30074

For Volunteer:
Cheryl Porter, CFO
Urban Health and Wellness, Inc. (UHW)
859 Metropolitan Parkway, SW
Atlanta, GA 30310

VII. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior negotiations, representations, or contracts. No amendment of this Agreement shall be binding upon either Party unless confirmed in writing by both parties.

Cheryl D Porter
Signature of Volunteer

12/15/2020
Date

Cheryl Porter, CFO
Printed Name of Volunteer

16085859
License #/FEI #

Urban Health and Wellness, Inc. (UHW)
Name of Private Practice/Clinic Partner

C Catalon-Scott
Signature of DPH Representative

01/08/21
Date

Carla Catalon-Scott
Printed Name of DPH Representative

DocuSign Envelope ID: D0117B6C-8BB6-4E45-BDA9-794BB534D599

GEORGIA CORPORATIONS DIVISION

GEORGIA SECRETARY OF STATE
BRAD RAFFENSPERGER

HOME

BUSINESS SEARCH

BUSINESS INFORMATION

Business Name:	**Urban Health and Wellness, Inc.**	Control Number:	**16085859**
Business Type:	**Domestic Nonprofit Corporation**	Business Status:	**Active/Compliance**
NAICS Code:	**Health Care and Social Assistance**	NAICS Sub Code:	**Offices of Physicians (except Mental Health Specialists)**
Principal Office Address:	**859 Metropolitan Parkway SW, Atlanta, GA, 30310, USA**	Date of Formation / Registration Date:	**9/7/2016**
State of Formation:	**Georgia**	Last Annual Registration Year:	**2020**

REGISTERED AGENT INFORMATION

Registered Agent Name: **Ian Byrnside**

Physical Address: **1170 Peachtree St NE, Suite 2400, Atlanta, GA, 30309, USA**

County: **Fulton**

OFFICER INFORMATION

Name	Title	Business Address
Cheryl Porter	CFO	6714 Willowbrook Trail, Flowery Branch, GA, 30542, USA
Elise Hitron	CEO	914 Woodland Ave, Atlanta, GA, 30316, USA
Ian Byrnside	Secretary	3352 Pommel Pl. SE, Marietta, GA, 30067, USA

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Exclusions Search Results: Entities

No Results were found for

- urban health and well

If no results are found, this individual or entity (if it is an entity search) is not currently excluded. Print this Web page for your documentation

Search Again

Search conducted 12/11/2020 4:59:00 PM EST on OIG LEIE Exclusions database.

Source data updated on 12/10/2020 9:00:00 AM EST

Return to Search

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

OWNER:

FULTON COUNTY, GEORGIA

DocuSigned by:
Robert L. Pitts
BA715B1A26544E7...

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST:

DocuSigned by:
Tonya R. Grier
EEC476C4837648D...

Tonya R. Grier
Clerk to the Commission

DocuSigned by:

(Affix County Seal)

APPROVED AS TO FORM:

DocuSigned 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

CONTRACTOR:

VENDOR NAME Urban Health and Wellness dba The Urban Clinic of Atlanta

DocuSigned by:
Susan Whatley
52539EF3AF9D417...

Name of Signatory: Susan Whatley
Title of Signatory: Executive Director

Authorized Signature

ATTEST:

DocuSigned by:
Rachel Barber
4AAA955BAF8D413...

Name of 2nd Signatory: **Rachel Barber**
Title of 2nd Signatory: **Director of Development**

Second Authorized Signature

(Affix Corporate Seal, if applicable)

Please select RM or 2ND RM from the checkbox

RM **X** **2ND RM**

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

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FULTON COUNTY

CONTRACT DOCUMENTS

FOR

REQUEST FOR PROPOSAL 24RFP013124C-MH

2024 CONSOLIDATED COMMUNITY SERVICES PROGRAM

FOR

DEPARTMENT OF COMMUNITY DEVELOPMENT

OF

FULTON COUNTY, GEORGIA

DocuSign Envelope ID: 66295B18-5403-4054-9858-096C7EF76EF0

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 **Truancy Intervention Project Georgia, 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:

DocuSign Envelope ID: 66295B18-5403-4054-9858-096C7EF76EF0

INDEX OF ARTICLES

ARTICLE 1. PARTIES AND TERM

ARTICLE 2. SCOPE OF CONTRACTOR'S DUTIES

ARTICLE 3. COMPENSATION FOR SERVICES

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ARTICLE 13. PRECEDENCE OF AGREEMENT

ARTICLE 14. EQUAL EMPLOYMENT OPPORTUNITY

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ARTICLE 17. JURISDICTION

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ARTICLE I - PARTIES AND TERM:

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

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

(c) Nothing contained in this Agreement shall be 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...,In school Afterschool Out of School Programs to help bring up academic...,Programs and services focusing on one or more of the six National Milestones of My Brothers Keeper...

Disabilities: Not Applicable

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Economic Stability: Not Applicable

Health and Wellness: Not Applicable

Homelessness: Not Applicable

Senior Services: Not Applicable

Veterans Services: Not Applicable

Truancy Intervention Project Georgia, Inc., Ensuring Students Reach their Educational Potential through Absence Prevention and Truancy Intervention 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
Boyd Elementary School	1891 Johnson Road SW	Atlanta	GA	30318	6	6
Fulton County Juvenile Court	395 Pryor Street SW	Atlanta	GA	30312	4	1,2,3,4,5,6
Barack and Michelle Obama Academy	970 Martin Street	Atlanta	GA	30315	4	4

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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
Parkside Elementary School	685 Mercer Street	Atlanta	GA	30315	4	4
Conley Hills Elementary School	2580 Delowe Drive	Atlanta	GA	30344	6	6
Hapeville Elementary School	3440 N Fulton Ave	Atlanta	GA	30354	4	4
Heritage Elementary School	2600 Jolly Road	Atlanta	GA	30349	5	5
College Park Elementary School	2075 Princeton Avenue	College Park	GA	30337	6	6
Love T. Nolan Elementary School	2725 Creel Road	Atlanta	GA	30349	5	5
Brookview Elementary School	3250 Hammarskjold Drive	East Point	GA	30344	5	5
S.L. Lewis Elementary School	6201 Connell Road	College Park	GA	30349	5	5

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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
Hamilton E. Holmes Elementary School	2301 Connally Drive	East Point	GA	30344	6	6
Benteen Elementary School	200 Cassanova Street	Atlanta	GA	30315	4	4
Hope-Hill Elementary School	112 Boulevard NE	Atlanta	GA	30312	4	4
Fred A. Toomer Elementary School	65 Rogers Street NE	Atlanta	GA	30317	NA	4
Humphries Elementary School	3029 Humphries Drive	Atlanta	GA	30354	4	4
West Manor Elementary School	570 Lynhurst Drive	Atlanta	GA	30311	6	6
Burgess Peterson Elementary School	480 Clifton Street SE	Atlanta	GA	30316	NA	4
Garden Hills Elementary	285 Sheridan Drive NE	Atlanta	GA	30305	3	3

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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
School						

Approach and Design:

Truancy Intervention Project Georgia, Inc., Ensuring Students Reach their Educational Potential through Absence Prevention and Truancy Intervention will provide services to **150** clients that reside in Fulton County, with CCSP funding.

Truancy Intervention Project Georgia, Inc., will provide the following activities and services in Fulton County with CCSP funding:

The consequences of chronic absenteeism and truancy extend far beyond high school, with studies indicating that only a small percentage of chronically absent students in kindergarten and first grade achieve appropriate reading levels by third grade. Moreover, truancy is a significant contributor to involvement in the criminal justice system, with a large proportion of crimes committed by high school dropouts. By promoting regular school attendance, TIP not only enhances literacy levels but also mitigates involvement in the justice system, thereby facilitating the long-term well-being and independence of children.

TIP's initiatives align with Fulton County's Health and Human Services Strategic Objectives, particularly in increasing school attendance rates and fostering educational attainment. By utilizing key performance indicators such as the percentage of high school students meeting literacy requirements, the percentage of on-time high school graduates, and reading proficiency among third to eighth graders, TIP contributes to the overall educational success of Fulton County students.

In pursuing funding priorities outlined by the Community Services Program (CSP), TIP strategically aligns its activities with the Children & Youth Services Service Category.

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Specifically, TIP focuses on ensuring safety and justice by providing alternatives to activities that contribute to unhealthy behaviors in children and youth, targeting milestones outlined by the My Brother's Keeper Alliance, and offering afterschool/out-of-school programs to enhance academic and social/behavioral outcomes among school-aged youth.

To address truancy and chronic absenteeism, TIP implements four core programs: Early Intervention Program (EIP), Juvenile Court Program (JCP), Volunteer and Training Program (VTP), and Behavioral Health Services Program (BHS). Through these programs, TIP engages trained volunteers, including attorneys, to provide personalized support and advocacy to at-risk students and their families. The EIP focuses on early intervention at the elementary school level, offering mediation and case management to resolve attendance issues before they escalate. In parallel, the JCP addresses truancy through a comprehensive court intervention model, supplemented by behavioral health services to address underlying issues contributing to absenteeism.

Moreover, TIP's Volunteer and Training Program ensures that volunteers are equipped with the necessary skills and resources to support students effectively, with ongoing training seminars and mentorship opportunities. By leveraging community collaborations with entities such as the Fulton County Juvenile Court, Atlanta Public Schools, Fulton County Schools, and the Atlanta Bar Association, TIP maximizes its impact and extends its reach to vulnerable populations. Within the BHS Program, TIP provides social-emotional learning resources, incentive programs, and client outreach initiatives to support students' mental health and well-being. Social-emotional learning kits distributed to partner elementary schools facilitate emotional regulation among students, while incentive programs and outreach efforts reinforce positive behaviors and engagement with educational opportunities. In order to meet the needs of clients and their families, TIP’s BHS program relies upon strong partnerships with community organizations, including Helping Mamas, the Society of St. Vincent de Paul, the Grocery Spot, and the Furniture Bank of Metro Atlanta, among others. A graphic listing all of TIP’s community partners is attached to this response.

TIP's holistic approach to addressing truancy and chronic absenteeism underscores the organization's commitment to fostering a supportive and nurturing environment for Fulton County students and families. By leveraging community collaborations, evidence-based interventions, and targeted programming, TIP empowers students to overcome barriers to educational success and realize their full potential.

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To continue and expand its impactful work, TIP is seeking funding support totaling $100,000, representing less than 25% of its overall program budget of $444,890. With this funding, TIP aims to enhance its outreach efforts, expand programmatic initiatives, and further strengthen its collaborations with community partners, ultimately advancing its mission of promoting school attendance and academic achievement among Fulton County youth.

Designation of CSP Funds:

Based on the awarded amount of **$50,000.00,** 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.

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Cost Category	Designation of CCSP Funding Award
Administrative (5% Admin max of funds awarded.)	$0.00
Operational	$0.00
Direct Services	$50,000.00
Total	$50,000.00

Explanation of Funding Details:

CSP funds would be used to pay a portion of the salaries and fringe benefits of 4 full-time, direct service staff members. No funds will be used for administrative or operational costs.

Program Performance Measures:

Truancy Intervention Project Georgia, 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 boys/young men of color benefiting from My Brother's Keeper (MBK) Alliance six National Milestones...,Number of school-aged youth engaged in/benefiting from In school/ Afterschool/ Out of School Programs...,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

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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:

As a program focused primarily on intervention, TIP's main performance measure and our primary Key Performance Indicator is our success in preventing further involvement with the Juvenile Court system or diverting children from it entirely. By examining the Juvenile Court records of referred children, TIP has determined that, once involved with TIP's program, 86.5% of students experience an interruption in their Juvenile Court trajectory. Specifically, 96% of children referred to the Early Intervention Program avoid a referral to Juvenile Court altogether, and 76% of Juvenile Court Program students do not re-offend for any offense - including another truancy charge. Achieving this success rate requires the dedicated efforts of TIP staff, volunteers, and partner school systems. Accordingly, TIP tracks data related to all of these components to inform its performance measures.

Each school year, TIP serves roughly 320 children residing in Fulton County and attending either Atlanta Public Schools or Fulton County Public Schools. Pandemic-related school closures led to a decrease in referrals as school social workers struggled to reach families amidst changing addresses, disconnected phone numbers, and the inability to conduct home visits. With the return of in-person school, however, TIP's referrals are once again on pace to meet or exceed pre-pandemic levels. During virtual schooling, many families fell out of the habits and routines necessary for regular school attendance, and those patterns are persisting even into the 2023-24 school year. The need for reinforcement of positive attendance behaviors and TIP's intervention services is therefore greater than ever in 2024.

TIP has trained over 1,300 volunteers in our 30 years, approximately 150 of whom are actively representing TIP clients at any given time. In a typical case, a volunteer works with the student and their family for six to eight months, depending on the needs of the child and depth of advocacy required. While most cases are opened and resolved within a single school year, TIP has been developing programs to track and assist families over the summer so that the progress made in one school year carries over to the next. Volunteers work in partnership with TIP staff to identify the underlying causes of the child's truancy, connect the family with appropriate community resources, and provide support and encouragement to the child and family.

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Additionally, recognizing that children (and their families) need positive reinforcement of their efforts in order to progress further, TIP hosts two annual outreach programs for clients and their families. Volunteers often attend these events to build relationships with their clients and family members and provide additional support to the entire family. Given the chronic scarcity in which most TIP clients and their families live, an important facet of our volunteers' involvement is connecting the family with the broader community, including social and community resources that can assist the family. TIP volunteers also serve as mentors and advocates for their clients, increasing the child's self-esteem and encouraging them to stay in school and get involved in productive, non-criminal activities.

TIP's goal for the 2024 CSP grant, based on historical data, is to serve at least 300 students in the 2023-24 school year, and at least 150 students by the end of December in the 2023-24 school year. These students will be served through involvement in TIP's Early Intervention Program, the Juvenile Court Program, and/or the Behavioral Health Services Program, including life skills groups. TIP tracks referrals, program enrollment, and related case information using robust case management software. This software allows TIP to report on the number of unduplicated children served, even if a child is active in more than one TIP program. In terms of volunteers, TIP's goal is to host two training sessions and train an additional thirty volunteers in 2024. For our client outreach events, TIP's goal is for 50% of the students and families served to attend those events, which will be approximately 150 students and families.

Consistent with TIP's primary KPI, TIP will track and report on the County defined performance measure of number of youth involved with or at-risk of involvement with the juvenile justice system who demonstrate decreased or no delinquent behaviors. TIP will track and report on this performance measure by reviewing data and records from the Fulton County Juvenile Court. TIP staff compare this data to the students in both the Early Intervention and Juvenile Court Programs from the previous year and identify children who have not entered or returned to the Juvenile Court for any reason. Students who have not entered the Juvenile Court or returned to it are recorded as having had a successful TIP intervention. We measure this rate against the previous year to ensure there has been adequate time to capture potential student problems and provide a more accurate picture of the program's impact.

TIP will also report on the County defined performance measure of number of boys and young men of color benefiting from My Brothers' Keeper programs and services that address persistent opportunity gaps. As discussed earlier in this application, students cannot learn to read or graduate from high school if they do not attend school on-time, every day. By helping boys and young men of color, who comprise approximately 50% of TIP's caseload, attend school regularly, TIP

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provides services that address the MBK milestones of Reading on Grade Level by Third Grade and Graduating from High School Ready for College and Career. TIP will report on this performance measure by tracking the number of boys and young men of color served by our program in 2024. TIP tracks demographic information of all clients served in our case management system. TIP's goal is to serve at least 150 boys and young men of color in 2024.

Additionally, TIP will report on the County defined performance measure of number of school-aged youth benefiting from Afterschool/Out of School Programs to help bring up academic and social/behavioral levels. TIP's enrichment programs, including the Holiday Gift Drive, Winners for Life, provision of social-emotional learning kits, and truancy prevention life skills groups provide the support needed to help children reengage with school and improve their social-emotional coping skills. School reengagement and improved coping skills are necessary prerequisites for improving academic and social/behavioral levels among school-aged children. TIP will report on this performance measure by tracking the number of school-aged children served through our enrichment programs. This information is tracked in our case management software. TIP's goal is to serve 250 school-aged children in these enrichment programs in 2024.

TIP will also track three Agency defined performance measures designed to gauge volunteer contributions and client participation in agency activities outside of the one-to-one volunteer relationship. Specifically, TIP will report on: 1) the number of hours donated by TIP volunteers to TIP clients, 2) the number of training seminars held during the reporting period, and 3) the number of clients and family members attending TIP's two annual outreach programs.

Additionally, our goal in 2024 is to demonstrate improved attendance for at least 70% of the students we serve. We will accomplish this by providing trained volunteers and staff support to referred children as well as the outreach programs and volunteer management outlined above. TIP will track and report on this goal by obtaining attendance data for children involved in TIP programs in the 2023-24 and 2024-25 school years from our school partners.

The major milestones to measure our success are: serving 150 students by the end of May 2024 and an additional 150 students by the end of December 2024 (during the 2024-25 school year). Additional milestones include the annual Winners for Life event, at which we hope to have 75 students and family members in attendance, our back-to-school backpack event, through which we hope to serve 100 students, and our Holiday Gift Drive, which usually reaches at least 350 individuals. Our overall success rate for students served in the 2022-23 school year, as well as EIP and JCP success rates, will be calculated by August 2024. Success rates for the 2023-24 school

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year will be available in the summer of 2025. Attendance rates for students served by TIP in the 2023-24 school year will be available in the summer of 2024.

Agency Defined Performance Measure(s):

TIP will track three Agency defined performance measures designed to gauge volunteer contributions and client participation in agency activities outside of the one-to-one volunteer relationship. Specifically, TIP will report on: 1) the number of hours donated by TIP volunteers to TIP clients, 2) the number of training seminars held during the reporting period, and 3) the number of clients and family members attending TIP's two annual outreach programs.

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).

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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

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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 **$50,000.00.**

(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

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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

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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:

Truancy Intervention Project Georgia, Inc.
395 Pryor Street Suite 4122
Atlanta, Georgia 30312

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

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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

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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 **Truancy Intervention Project Georgia, 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

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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

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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

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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.

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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.

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STATE OF GEORGIA

COUNTY OF FULTON

FORM F: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services[1] under a contract with **[insert name of prime contractor (Agency)]** IRVANCY INTERVENTION PROJECT 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.

188-271 JPEN0701
EEV/Basic Pilot Program* User Identification Number

IRVANCY INTERVENTION PROJECT
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

Lori Miller
Printed Name of Authorized Officer or Agent of Contractor

Sworn to and subscribed before me this 20 day of Feb, 2024.

Notary Public: NGilyard

County: Clayton

Commission Expires: Dec 13, 2025

NATASHA GILYARD
NOTARY PUBLIC
CLAYTON COUNTY
STATE OF GEORGIA
My Comm. Expires Dec. 13, 2025

[1] 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.

[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].

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STATE OF GEORGIA

COUNTY OF FULTON

FORM G: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT

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

NOT APPLICABLE
EEV/Basic Pilot Program* User Identification Number of Subcontractor

TRUANCY INTERVENTION PROJECT
Name of Subcontractor (Individual/Agency)

BY: Authorized Signature Officer or Agent of Subcontractor

Executive Director
Title of Authorized Officer or Agent of Subcontractor

Lori Miller
Printed Name of Authorized Officer or Agent of Subcontractor

Sworn to and subscribed before me this 26 day of Feb, 2024.

Notary Public: _____

County: Clayton

Commission Expires: Dec 13, 2025

NATASHA GILYARD
NOTARY PUBLIC
CLAYTON COUNTY
STATE OF GEORGIA
My Comm. Expires Dec. 13, 2025

[3] 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.

[4] *[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]

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TRUAN-1 OP ID: BE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 05/28/2024

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 Gorges & Co., Inc. 2345 York Road Timonium, MD 21093-2217 Rob Cannon 410-561-8280	CONTACT NAME: Ben Hartka PHONE (A/C, No, Ext): 410-561-8280 FAX (A/C, No): 410-561-9728 E-MAIL ADDRESS: benh@gorgesco.com
INSURED Truancy Intervention Project Georgia 395 Pryor St., Ste. 4122 Atlanta, GA 30312	INSURER(S) AFFORDING COVERAGE / NAIC # INSURER A : Philadelphia Indemnity Ins. Co 18058 INSURER B : Technology Insurance Co. INSURER C : INSURER D : INSURER E : INSURER F :

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR	X		PHPK2637204	02/09/2024	02/09/2025	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
	X Prof $1M/$2M			PHPK2637204	02/09/2024	02/09/2025	PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:						Prof Liab	$ 1,000,000
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO			PHPK2637204	02/09/2024	02/09/2025	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			PHUB894046	02/09/2024	02/09/2025	EACH OCCURRENCE	$ 1,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 1,000,000
	DED X RETENTION $ 10,000							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			KWS1328139	09/17/2023	09/17/2024	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N	N / A					E.L. EACH ACCIDENT	$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000
A	Property Section			PHPK2637204	02/09/2024	02/09/2025	BPP	13,160
A	Sexual Abuse & Mol			PHPK2637204	02/09/2024	02/09/2025	Abuse	100K/300K

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

Certificate holder is included as additional insured on a primary and noncontributory basis with respect to general liability when required by written contract. Waiver of subrogation applies in favor of the additional insured with respect to general liabilty when required by written contract.

CERTIFICATE HOLDER

Fulton County Government
141 Pryor St SW
Atlanta, GA 30303-3459

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Rob Cannon

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

OWNER:

FULTON COUNTY, GEORGIA

DocuSigned by:
Robert L. Pitts
BA715B1A26544E7...

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST:

DocuSigned by:
Tonya R. Grier
EEC476C4837648D...

Tonya R. Grier
Clerk to the Commission

DocuSigned by:

(Affix County Seal)

CONTRACTOR:

VENDOR NAME **Truancy Intervention Project Georgia, Inc.**

DocuSigned by:
Name of Signatory: Teyana Chaney
Title of Signatory: Executive Director
8A0DEA38000648C...

Authorized Signature

ATTEST:

DocuSigned by:
Name of 2nd Signatory: **Adrian Wright**
Title of 2nd Signatory: **Director of Operations**
D11A6CA9DC944D8...

Second Authorized Signature

(Affix Corporate Seal, if applicable)

APPROVED AS TO FORM:

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

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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 **Self-Discovery: Pain, Positioning & Purpose, 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:

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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

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ARTICLE 16. GOVERNING LAW

ARTICLE 17. JURISDICTION

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ARTICLE I - PARTIES AND TERM:

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

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

(c) Nothing contained in this Agreement shall be 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: Health and Wellness

CCSP Funding Priority(ies):

Children and Youth: Not Applicable

Disabilities: Not Applicable

Economic Stability: Not Applicable

Health and Wellness: Number of individuals connected to available resources to help mitigate illness and health disparities,Number of individuals receiving referrals to behavioral health and

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other supportive services

Homelessness: Not Applicable

Senior Services: Not Applicable

Veterans Services: Not Applicable

Self-Discovery: Pain, Positioning & Purpose, Inc., SDp3: Building Community Resilience Through Whole Health and Wellness 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
Blessed Horizons	710 Casplan Street St. SW	Atlanta	GA	30310	4	NA
Virtual Programs for Fulton County Residents	Virtual	Atlanta	GA	30303	NA	NA
Mary Hall Freedom Village	8995 Roswell Rd	Sandy Springs	GA	30350	2	NA
Community Friendship Incorporated	85 Renaissance Parkway	NE Atlanta	Georgia	303308	4	NA

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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
Mary Hall Freedom Village	1235 Hightower Trail	Sandy Springs	GA	30350	2	NA

Approach and Design:

Self-Discovery: Pain, Positioning & Purpose, Inc., SDp3: Building Community Resilience Through Whole Health and Wellness will provide services to **170** clients that reside in Fulton County, with CCSP funding.

Self-Discovery: Pain, Positioning & Purpose, Inc., will provide the following activities and services in Fulton County with CCSP funding:

SDp3 is committed to prioritizing programs aimed at suicide prevention, aligning with the strategic priorities of Health & Human Services in Fulton County. Our diverse range of programs are carefully designed to address the needs identified in Fulton County, specifically catering to vulnerable populations such as low-income, minority, Veterans, LGBTQIA+, and youth. Our approach goes beyond awareness to provide practical tools for recovery, including evidence-based practices. These methods include:

- Mental first aid trainings (Our most recent one was February 13, 2024.)
- Mental Wellness Workshops
- Community Resilience Model (CRM) training: “The Community Resiliency Model (CRM)® trains community members to not only help themselves but to help others within their wider social network. The primary focus of this skills-based, stabilization program is to re-set the natural balance of the nervous system.
- CRM’s goal is to help to create “trauma-informed” and “resiliency-focused” communities that share a common understanding of the impact of trauma and chronic stress on the nervous system and how resiliency can be restored or increased using this skills-based approach.
- Whole Action Management (WHAM): “The primary goal of this training and participant guide is to teach skills to better self-manage chronic physical health conditions, and mental illnesses and addictions — known as “behavioral health” — to achieve whole health. In the context of this training, whole health is defined as having a healthy mind and body.”

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- Wellness Recovery Action Plan (WRAP): "…In this model, two specially trained and certified peer Facilitators meet with a group of voluntary participants for about 2 hours once a week for 8 to 12 weeks." …" In 2010, WRAP was designated as an evidence-based practice by the United States–based Substance Abuse and Mental Health Services Administration (SAMHSA)."
- Mentoring and Peer-to-Peer Support.
- Ruddy's Café and Chew: To teach resilience and coping strategies via a wellness recovery perspective, utilizing a peer-to-peer method that normalizes trauma-informed dialogue, while also providing tools and local resources.
- Training volunteers as peer facilitators for dialogue and as Mental Health, wellness, resiliency, and education-sharing resources.
- Suicide Prevention: The Journey of Self-Discovery: Focused on crisis intervention and suicide services for families throughout Fulton and we will train volunteers as suicide prevention and information-sharing resources.
- Exercise Therapy for Families: Given the advantages of physical exercise on overall health, this will assist participants of all fitness levels to overcome hurdles, teach correct stretching methods, and introduce yoga for mental clarity. We will train volunteers as health/fitness facilitators and information-sharing resources.
- Heroes and Sidekicks: Adolescent Wellness Education: Our children have suffered from separation anxiety, depression, and other Mental Health concerns that cause withdrawal from everyday life during the pandemic. This interactive program will teach coping methods in a fun way to children aged 5 to 12 and 13 to 18. Volunteers serve as teaching assistants.

How Activities and Services Will Be Accomplished

SDp3 recognizes the need to reach diverse communities, including rural areas. To readily serve Fulton County, the organization plans to utilize virtual platforms and in-person opportunities, collaborating with community partners. We understand that a sub-threshold diagnosis of PTSD can be considered a risk factor for severe mental health outcomes, emphasizing the importance of targeted and timely intervention.

Our commitment to virtual offerings, including COVID-specific programs, ensures that we adapt to the changing needs arising from the pandemic. By addressing mental health challenges induced by COVID-19, such as anxiety, loss, and grief, SDp3 remains at the forefront of supporting the community's mental wellbeing. We will also be out in the commnity! There are local events that happen througout the year, especially in summer months. SDp3 is currently reaching out to local event coordinators in order to participate in community wide events and let people know about our services available to the community at large. We will send out invitees and update our social media and website with more events. We will also continue to posting inspirational messages on our social media as well as increase the sharing of the active work we are doing to help residents, share more stories, and more about our partnerships. We will also send out regular press releases to the media to share organization activities. We want the work and the results to be more visible so that we can help more people!

Addressing Fulton County Health and Human Services Key Performance Indicators (KPIs):

Prevent Illness by Engaging in Healthier Behavior: SDp3's Mental Wellness Workshops and Exercise Therapy for Families contribute to healthier behaviors and overall wellness.

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Prevent Health Disparities by Educating Residents and Connecting Them to Resources: SDp3 focuses on education through Mental First Aid Trainings, CRM training, and WRAP, ensuring access to resources that mitigate health disparities.

Support Vulnerable Residents in Social Services: Our programs like Suicide Prevention: The Journey of Self-Discovery and Ruddy's Café and Chew directly support vulnerable residents, providing crisis intervention, resilience training, and coping strategies.

Bolstering Mental Health Services: To be successful at what we do, it's imperative to build sustainable partnerships with the right organizations. SDp3 collaborates with organizations like Mary Hall Freedom Village, Blessed Horizons, and Community Friendship Inc.,enhancing mental health services and providing a comprehensive support system.

Broadening Telehealth Services: We prioritize virtual offerings, ensuring broad access to mental health support, especially in rural and vulnerable populations.

Improving Access to Care: Our collaboration with law enforcement, criminal justice agencies, and community Mental Health providers emphasizes the importance of crisis intervention training and suicide prevention awareness. We also offer wrap around services which include helping with co-pays and other necessities individuals may need to help them get right from the inside out.

Community Collaborative Relationships: SDp3 will continue to nurture and grow the amazing relationships we have established. Statistics show that there is a void in our communities. We will continue to garner resilient partnerships to serve our beloved community.

1. Mary Hall Freedom Village, located in Fulton's Sandy Springs, empowers veterans, women, children, and families to end homelessness, addiction, and poverty. SDp3 has collaborated with them on programs twice weekly over past ~3 years and is continuing in '23.
2. Blessed Horizons provides a safe and supportive environment that will help our clients navigate the challenges of their new clean and sober lives, all well maintaining mental wellness. They provide a place where clients can re-establish themselves and rediscover their place in society.
3. Community Friendship Inc is a pioneer of psychiatric rehabilitative services, offering comprehensive recovery-based programs, support and training in self-sufficiency and independent living, career development, and full integration in the community. We collaborate with them on group sessions, mentoring, coaching, exercise, and healthy cooking demonstrations, as well as on our books for curricula, the past ~3 years and continuing now.
4. Covenant House GA provides "more than a bed" for youth experiencing homelessness. Trained speakers share personal experiences about living with Mental Health conditions and recovery, information about the Helpline with additional resources, and a listening ear. SDp3 has partnered with Covenant House these past few years. Our joint programs include substance abuse, peer support, life skills, talking circles, mentoring, "build a bear and share" talk sessions, and coaching. The group sessions tend to include 5-10 young adults, and new programs in '23 will introduce painting and vision boards.
5. National Alliance on Mental Illness ("NAMI") GA empowers affiliates to create communities where all affected by mental illness find hope, help, and acceptance through support, education, and advocacy. SDp3 partners with NAMI through "In our Own Voice" programs 3-4 times a week, and SDp3 Executive Director Venessa Abram shares about NAMI and their services in virtually all programs she leads/teaches.
6. We have also collaborated in the past with the Community Foundation for Greater ATL, GA Mental Health Consumer Network, RISE, and Resilient Georgia, and may continue collaborating with them to serve Fulton residents via this grant as well.

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7. We have partnered with Wreaths Across America and Toys for Tots, raising funds for critical missions, providing toys for children as well as food for Thanksgiving and Christmas.

In addition to collaborations with nonprofit above, SDp3 will complement existing government initiatives in important ways. For instance, SAMHSA has partnered with the VA to bring the Governor's and Mayor's Challenges to Prevent Suicide Among Service Members, Veterans, and Families to states and communities across the nation. 35 states (including GA) are taking part in the Governor's challenge, We need to see our communities on the Mayor's Challenge a well. (mentalhealth.va.gov.; samhsa.gov.).

Georgia Department of Behavior Health and Developmental Disabilities - is The Division of Behavioral Health manages programs and services delivered by DBHDD's community-based behavioral health providers, which are divided into three tiers: TIER 1: Comprehensive Community Providers are DBHDD's community service boards, which serve as the public safety net and offer a core benefit package, as well as additional specialty services. TIER 2: Community Medicaid Providers ensure choice for individuals receiving Medicaid and offer a core benefit package. TIER 3: Specialty Providers offer an array of specialty treatment and support needed in the continuum of care. The division's goal is to build a recovery-oriented, community-based system of care, with the capacity to provide timely access to high-quality behavioral health treatment and support services. Recovery accepts that severe and persistent mental illness, substance use, and co-occurring disorders are long-term conditions that a person will be managing for life. This model signifies a shift from crisis-driven services to a prevention-focused continuum of care that provides sustained support, and is based on the strengths, wellness, and goals of the person in recovery. SDp3 is currently looking in to how we can better support Medicaid recipients as provider or through additional priority partnerships.

Fulton County School System currently offers First Aid and CPR Trainings. SDp3 offers Youth and Adult Mental Health First Aid Trainings to School Administrators, parents, and students. Fulton County School system models promotion of wellness activities that would eradicate suicide, create mental wellness, suicide awareness, and resiliency knowledge that would produce healthier students, staff, and families not just for now but for the future.

Finally, our staff, Board members, and volunteers will learn about the above as well as the following, sharing resources with Fulton County Schools, Communities, and veterans/family members in need as we seek to support and partner with these: Misdemeanor Mental Health Court (MMC) which is a voluntary court program to divert and support eligible misdemeanor citizen-defendants with mental health concerns. MMC is a joint misdemeanor justice project, housed in the Magistrate Court of Fulton County. The Misdemeanor Mental Health Court strengthens connections between the court system and the mental health community. The program encourages safe and supported release of participants from the jail into the community, including assisting with housing and behavioral health treatment prior to release. MMC enhances the interconnection of participants, crime victims and our community. MMC reduces the incarceration and re-arrest of individuals with a mental health diagnosis and increases community confidence in the criminal justice system; therefore, improving the overall quality of life for the entire community. The permanent 12-month program will be divided into 4 phases, based on individual participant needs and criminogenic risks. Misdemeanor Mental Health Court program has had seven graduations since it began as a pilot program in July 2018 and has an 80% graduation rate for entering participants. The permanent 12-month program will be divided into 4 phases, based on individual participant needs and criminogenic risks.

The COMPACT Act signed December 5, 2020, enables VA to implement programs, policies, and reports related to transitioning service members, suicide prevention, and crisis services; mental health education and treatment; and improvement of services for women veterans. Specific to emergency suicide care, this act will strengthen coordination of care between VCL and the Office of Community Care by furnishing emergent care to an eligible individual at a medical facility of the department, pay for emergent suicide care provided to an eligible individual at a non-department facility, and reimburse an eligible individual for emergent suicide care provided to the eligible individual at a non-department facility. (National Veteran Suicide Prevention Annual Report.)

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DBHDD services are accessible 24 hours a day, 7 days a week via the Georgia Crisis and Access Line (GCAL) at (800) 715-4225. Callers are connected to caring professionals trained to help them get the most appropriate services for crises related to mental health, substance use, and intellectual and developmental disabilities. In the case of an emergency, or risk to the safety of an individual or others, GCAL works collaboratively with other resources such as 911, local law enforcement, and emergency departments.

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.

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Cost Category	Designation of CCSP Funding Award
Administrative (5% Admin max of funds awarded.)	$2,000.00
Operational	$15,990.00
Direct Services	$22,010.00
Total	$40,000.00

Explanation of Funding Details:

SDp3 Explanation of Funding 2024

Administrative Expenses: $2,000 total (5% per grant): Will be used for administrative support, grant-writer and/or accountant related expenses.

Operational Costs: $15,990 total: will be used for staff transportation expenses, liability and volunteer insurance, office and storage lease, marketing, utilities, operational tech, phone, research and development, and office supplies.

Direct Service Costs: $22,010: will be used for direct payment assistance, direct services personnel, direct service supplies and materials, direct services mailing and shipping, venue fees, direct services volunteer criminal history checks.

Program Performance Measures:

Self-Discovery: Pain, Positioning & Purpose, Inc. agrees to track and report program performance to the Fulton County Department of Community Development.

County Defined Performance Measure(s):

Children and Youth: Not Applicable

Disabilities: Not Applicable

Economic Stability: Not Applicable

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Health and Wellness: Number of individuals connected to available resources to help mitigate illness and health disparities

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:

Methods and Data Collection Tools to Be Used, Goals to be Obtained: To gauge the effectiveness of our programs, we employ a comprehensive evaluation strategy. For inputs, we gather data through sign-in sheets from seminars and workshop training, and tracking of referrals and client follow-ups. In assessing outcomes, we employ post-surveys to quantify the transfer of knowledge to our beneficiaries. We gather insights through round-table discussions and feedback notes obtained during community training, ensuring a qualitative understanding of impact. Additionally, self-reports from individuals we assist contribute to our outcome evaluation.

Our commitment to holistic evaluation extends to both direct beneficiaries and the volunteers and trainers we engage. To enhance demographic insights, we encourage those we serve to self-identify across key parameters such as veteran status, race/ethnicity, religion, age, rural/suburban/urban residence, gender, and sexual preference. This approach builds on successful pilot programs, ensuring our assessments are thorough, inclusive, and aligned with the diverse identities within our community. At present, our program evaluation form collects data with the following questions:

1. How strongly do you agree or disagree with this statement? After this presentation, I am more familiar with the warning signs for mental health conditions.
2. How strongly do you agree or disagree with this statement? After this presentation, I believe more strongly that recovery from mental illness is possible.
3. How strongly do you agree or disagree with this statement? After this presentation, I feel a greater sense of community with people who suffer from mental health conditions.
4. How strongly do you agree or disagree with this statement? I learned information that is helpful for me.
5. How strongly do you agree or disagree with this statement? The presenter communicated well.
6. How strongly do you agree or disagree with this statement? I would recommend this presentation to others.
7. How strongly do you agree or disagree with this statement? After this presentation, I feel that I am better able to cope with my mental health challenges.
8. In your own words, what information was most helpful to you? What issues do you know more about after this presentation?
9. Please describe the top three actions you plan to take that will help yourself or others who struggle with mental health challenges.

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10. What other topics are you interested in learning about?
11. Would you like us to refer you to other mental health support services? Specifically, what kinds of mental health support do you most need help with?
12. Are there other organizations that you think we should partner with? Which one(s)? Do you have a contact person there? What is their name?
13. Would you be willing to help spread the word about SDp3 to your family, friends, community and/or share your personal experience at future events? If so, how would you most like to help?
14. Is there something we can do better? How did we do?

DEMOGRAPHICS

1. County:
2. Age:
3. Ethnicity: (Asian, Pacific Islander, African-American, Latino, Native American, Caucasian, Multi-Racial, and/or Other)
4. Gender Identity:
5. Are you a U.S. Veteran? (Yes/No and/or Family Member of Veteran)
6. Are you physically disabled?
7. Do you identify as a member of the mentally disabled community?
8. What language(s) do you speak?
9. If you have children, what is each child's age? Do you think they would benefit from our youth mental health programs?
10. Are you interested in becoming an SDp3 member in the following fields? (Volunteer, Trainer, Facilitator, Peer-to-Peer Mentor, and/or Photographer at Events)
11. For what types of issues/programs would you be most excited to engage in this way?
12. Please rate your SDp3 experience today
13. May we contact you to learn of your experience from this event?
14. Do you identify as low income (yearly income of $14,000 total for a family of 1, $18,000 for family of 2, $23,000 for family of 3, or $28,000 total for family of 4)

By the end of the grant period, we hope to have served Fulton County residents so well that they are referring their loved ones to us that need the extra love, help, and support to not give up on life; tweak/improve program content and manuals. Will also evaluate/report on our output and outcome successes and debrief/evaluate our relationships with our partners. Finally, we also intend to hold SDp3's annual end-of-year event in December and help raise Toys for Tots again.

Agency Defined Performance Measure(s):

Agency-Based Performance Measures:

1. **Self-Reports from Individuals:**

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- These reports are crucial for our outcome evaluation, providing insight into participants' true feelings about our programming and the impact it has had on their lives.

2. **Tracking Incoming and Outgoing Referrals:**
    - By monitoring referrals, we can effectively track our partnerships and ensure that individuals are being connected to the appropriate resources.
3. **Staff Development:**
    - Growth and development in our staff reflect our progress towards achieving our overall vision, which in turn enables us to expand our service footprint.

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.

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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

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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

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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:

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

To Contractor:

Self-Discovery: Pain, Positioning & Purpose, Inc.
500 Venue Way #5306
Alpharetta, Georgia 30005

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

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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

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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 **Self-Discovery: Pain, Positioning & Purpose, 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

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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

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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

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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.

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STATE OF GEORGIA

COUNTY OF FULTON

FORM G: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT

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

1827498
EEV/Basic Pilot Program* User Identification Number of Subcontractor

Venessa D. Abram
Name of Subcontractor (Individual/Agency)

Venessa D. Abram
BY: Authorized Signature Officer or Agent of Subcontractor

Executive Director
Title of Authorized Officer or Agent of Subcontractor

Venessa D. Abram
Printed Name of Authorized Officer or Agent of Subcontractor

Sworn to and subscribed before me this 26 day of February, 2024.

Notary Public: Bhavisha Patel

County: forsyth

Commission Expires: 05/21/2027

Bhavisha Patel

BHAVISHA PATEL
Notary Public, Georgia
Gwinnett County
My Commission Expires
May 21, 2027

[3]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.

[4]*[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].

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STATE OF GEORGIA

COUNTY OF FULTON

FORM F: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services[1] under a contract with **[insert name of prime contractor (Agency)]** _____ 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.

_____
EEV/Basic Pilot Program* User Identification Number

N/A

_____
Name of Contractor (Agency)

_____
BY: Authorized Signature of Officer or Agent of Contractor

_____
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 _____ day of _____, 20____.

Notary Public: _____

County: _____

Commission Expires: _____

[1]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.

[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].

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/23/2024

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

State Farm

ANN BISHOFF PRICE
STATE FARM INSURANCE
3150 MAIN STREET, STE 102
DULUTH, GA 30096

CONTACT NAME: BETH PRITCHARD
PHONE (A/C, No, Ext): 770-623-0817 **FAX (A/C, No):**
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : State Farm Mutual Automobile Insurance Company	25178
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

SELF DISCOVERY: PAIN, POSTIONING & PURPOSE, INC
500 VENUE WAY APT 5306
ALPHARETTA, GA 30005-4549

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

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

INSR LTR	TYPE OF INSURANCE	ADD INSD	SUB WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY			D18 0555-A07-11F	05/23/2024	07/07/2024	COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$ 1,000,000
	☒ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$ 1,000,000
	☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$ 1,000,000
								$
	☐ **UMBRELLA LIAB** ☐ OCCUR						EACH OCCURRENCE	$
	☐ **EXCESS LIAB** ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ PER STATUTE ☐ OTH-ER	$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐	N / A					E.L. EACH ACCIDENT	$
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

CERTIFICATE HOLDER

FULTON COUNTY GOVERNMENT
141 PRYOR ST SW
ATLANTA, GA 30303-3408

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Completed by an authorized State Farm representative. If signature is required, please contact a State Farm agent.

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ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/23/2024

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	CONTACT NAME: Sandi Purinton	
The Insurance Connection	PHONE (A/C, No, Ext): (478) 374-2085	FAX (A/C, No):
1727 Mars Hill Rd, Suite 206	E-MAIL ADDRESS: sandi@insconnectga.com	
Acworth GA 30101	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : UNITED STATES LIAB INS CO	25895
INSURED	INSURER B :	
SELF-DISCOVERY PAIN, POSITIONING & PURPOSE, INC	INSURER C :	
500 VENUE WAY, Unit #5306	INSURER D :	
	INSURER E :	
ALPHARETTA GA 30005-4549	INSURER F :	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:	Y	Y	NPP1621247	07/06/2023	07/06/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 5,000 $ 1,000,000 $ 3,000,000 $ 3,000,000
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			NPP1621247	07/06/2023	07/06/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	☒ UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $			CUP573546	07/06/2023	07/06/2024	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N ☐ (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					☐ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
A	Professional Liability			NPP1621247	07/06/2023	07/06/2024	Each Incident Aggregate	1,000,000 3,000,000

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

Certificate Holder is an additional insured only if required by written agreement between the Certificate Holder and the insured, and are subject to policy terms and conditions.
Sexual Misconduct Liability Each Claim $100,000/ Aggregate Limit $200,000

CERTIFICATE HOLDER

Fulton County Government

141 PRYOR ST SW

ATLANTA 30303

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Sandi J Purinton

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FW: COI WAIVER REQUEST- Self- Discovery: Pain, Positioning & Purpose Approved

Edwards, Doris <Doris.Edwards@fultoncountyga.gov>
Wed 06/05/2024 9:31 AM
To:Venessa Abram <selfdiscovery@hotmail.com>

Your waiver has been **approved**, please include this email with the COI as one document. Thanks

---

From: Williams, Cherie <Cherie.Williams@fultoncountyga.gov>
Sent: Tuesday, June 4, 2024 5:07 PM
To: Edwards, Doris <Doris.Edwards@fultoncountyga.gov>
Subject: RE: COI WAIVER REQUEST- Self- Discovery: Pain, Positioning & Purpose Approved

Hi Doris,

The request by Self Discovery: Pain, Positioning & Purpose to waive workmen's compensation due to no employees is approved. As evidence of this waiver approval, please ask the agency to include this email with the COI as one document.

Thank you!

Cherie Williams
Program Manager
Youth and Community Services Division | Department of Community Development
404-612-5348 (office) | 404-612-1109 (efax)
Connect with Fulton County:
Website | Facebook | Twitter | Instagram | FGTV | #OneFulton E-News

---

From: Edwards, Doris <Doris.Edwards@fultoncountyga.gov>
Sent: Tuesday, June 4, 2024 4:36 PM
To: Williams, Cherie <Cherie.Williams@fultoncountyga.gov>
Subject: FW: COI WAIVER REQUEST

Cherie,

Self-Discovery: Pain, Positioning & Purpose, Inc. are requesting a waiver for Workers compensation. Please see the email below. Thanks

Doris Edwards CPM®
Grant Administrator
Youth and Community Services Division | Department of Community Development
137 Peachtree Street, SW, Atlanta | Georgia 30303
404-613-8998 (office) | 404-612-3474 (efax)
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From: Lady Venessa Anderson-Abram <selfdiscovery@hotmail.com>
Sent: Tuesday, June 4, 2024 1:57 PM
To: Edwards, Doris <Doris.Edwards@fultoncountyga.gov>
Subject: Re: COI WAIVER REQUEST

Greetings

We currently have zero employees and asking if the workman's compensation can be waived.

We look forward to your reply.

Thank you

Warmly, The SDp3 Team.

Sent from iPhone where typos are a sign of my creative flavor.

On Jun 4, 2024, at 1:54 PM, Edwards, Doris <Doris.Edwards@fultoncountyga.gov> wrote:

> All coverage is required by Fulton County. If you think some of the coverage is not applicable to your agency you can submit a waiver request via email to me stating why coverage is not needed.

Doris Edwards CPM®
Grant Administrator
Youth and Community Services Division | Department of Community Development
137 Peachtree Street, SW, Atlanta | Georgia 30303
404-613-8998 (office) | 404-612-3474 (efax)
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From: Lady Venessa Anderson-Abram <selfdiscovery@hotmail.com>
Sent: Tuesday, June 4, 2024 12:05 PM
To: Edwards, Doris <Doris.Edwards@fultoncountyga.gov>
Subject: COI

Hi Ms Edwards

I don't have employees. Do I still need to add workers comp to my COI?

Sent from Outlook for iOS

From: Edwards, Doris <Doris.Edwards@fultoncountyga.gov>
Sent: Friday, May 17, 2024 12:38:48 PM
To: Venessa Abram <selfdiscovery@hotmail.com>
Subject: Message

Greetings Ms. Abram,

I received a voice message and I'm trying to see if it was you. If, so please provide a local number or give me a call back.

Doris Edwards CPM®
Grant Administrator
Youth and Community Services Division | Department of Community Development
137 Peachtree Street, SW, Atlanta | Georgia 30303
404-613-8998 (office) | 404-612-3474 (efax)
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IN WITNESS THEREOF, the Parties hereto have caused this Contract to be executed by their duly authorized representatives as attested and witnessed and, as applicable, their corporate seals to be hereunto affixed as of the day and year date first above written.

OWNER:

FULTON COUNTY, GEORGIA

DocuSigned by:
Robert L. Pitts
BA715B1A26544E7...

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST:

DocuSigned by:
Tonya R. Grier
EEC476C4837648D...

Tonya R. Grier
Clerk to the Commission

(Affix County Seal)

DocuSigned by:

CONTRACTOR:

Self-Discovery: Pain, Positioning & Purpose, Inc.

VENDOR NAME

DocuSigned by:
Venessa Abram
042A70FC880F491...

Name of Signatory: Venessa Abram
Title of Signatory: Executive Director

Authorized Signature

ATTEST:

DocuSigned by:
Kysia Owens
CB8B8A122B5048A...

Name of 2nd Signatory: **Kysia Owens**
Title of 2nd Signatory: **Chair**

Second Authorized Signature

(Affix Corporate Seal, if applicable)

APPROVED AS TO FORM:

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

DocuSign Envelope ID: 9E1B24B9-CB25-4DD4-826D-C1C4359422F0

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 **Young Men's Christian Association of Metropolitan Atlanta, Inc.** (hereinafter referred to as "Contractor"), a corporation organized as a nonprofit, tax exempt 501(c) (3) agency, authorized to conduct business within the state of Georgia (hereinafter collectively referred to as the "Parties").

WITNESSETH

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

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

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

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

The Agreement was approved by the Fulton County Board of Commissioners on **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:

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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

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ARTICLE I - PARTIES AND TERM:

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

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

(c) Nothing contained in this Agreement shall be 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: In school Afterschool Out of School Programs to help bring up academic...,Programs focusing on kindergarten readiness...

Disabilities: Not Applicable

Economic Stability: Not Applicable

Health and Wellness: Not Applicable

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Homelessness: Not Applicable

Senior Services: Not Applicable

Veterans Services: Not Applicable

Young Men's Christian Association of Metropolitan Atlanta, Inc., YMCA of Metro Atlanta's Afterschool/Extended Hours Early Learning Program at Woodson Park 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
YMCA Early Learning Center at Woodson Park	1571 Donald Lee Hollowell Parkway	Atlanta	GA	30318	4	4

Approach and Design:

Young Men's Christian Association of Metropolitan Atlanta, Inc., YMCA of Metro Atlanta's Afterschool/Extended Hours Early Learning Program at Woodson Park will provide services to **60** clients that reside in Fulton County, with CCSP funding.

Young Men's Christian Association of Metropolitan Atlanta, Inc., will provide the following activities and services in Fulton County with CCSP funding:

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Our afterschool program at the YMCA Early Learning Center at Woodson Park will not only keep children engaged and safe in the hours after the traditional school hours, but it will also leverage this precious time to motivate youth to develop social-emotional skills, improve math and numeracy, explore new skills, and engage in fun fitness activities. We utilize several signature initiatives and program components to accomplish these goals:

ACADEMIC SUPPORT: Our youngest afterschool participants at the YMCA Early Learning Center at Woodson Park benefit from Read Right From the Start. Created in partnership with the Atlanta Speech School, this professional development program focuses on building the language and literacy teaching skills of our early learning teachers. It enriches our afterschool program with research-based training and practice-based coaching and mentoring.

STEAM PROGRAMMING: Recognizing that early exposure to Science, Technology, Engineering, Art, and Math (STEAM) is critical to helping children develop skills through experiential learning, the afterschool program is infused with STEAM concepts and activities. Through dedicated hands-on experiences and developmentally appropriate curriculum, children are exposed to the skills they need to become future STEAM leaders.

PHYSICAL ACTIVITY: Our youngest afterschool children participate in Start For Life, a research-based wellness program designed to address the activity levels of preschoolers during planned playtime. The program develops gross motor skill movement and teaches children to make healthy choices through positive self-management skills.

FAMILY WRAP AROUND SERVICES: Head Start programs are provided at no cost to low-income children from birth to five. Recognizing family well-being is core to student success; our Family Support Advocates connect Head Start students and family members with services, including mental, dental, and medical healthcare, housing stability, food security, and financial literacy.

FOUNDATIONAL LIFE SKILLS: We will take an intentional approach to embedding activities and interactions where children can develop communication, social awareness, self-management, critical thinking, resiliency, and other social-emotional skills.

STRATEGIC PRIORITY AREA PROGRAM OBJECTIVES:

Our afterschool/extended hours program addresses two of the Fulton County "Health and Human Services" strategic priority area program objectives. The program addresses the "prevent health disparities by educating residents and connecting them to available resources" objective and its associated key performance indicators, "percentage of residents who experience food insecurity," because all participants receive meals and healthy snacks each day, and "number of Fulton County residents who receive a flu vaccine," as these services are provided to our early learning families. The program addresses the "help residents realize their educational potential through our community services and library programs" through the Read Right From the Start professional development program for our early learning teachers.

CSP FUNDING PRIORITIES:

Our afterschool program addresses two CSP Funding Priorities within the "Children & Youth Services" category. Our program for our participants at the YMCA Early Learning Center at Woodson Park addresses both the priorities of kindergarten readiness and in-school/afterschool/out of school programs to help bring up academic and social/behavioral levels of school-aged youth.

COLLABORATIONS:

We collaborate regularly with partner organizations to build innovative programming and ensure our work builds on the current vital programs and best practices. The following is a list of more than seven instances of community collaborative relationships that assist us in addressing the needs of the Grove Park community:

Atlanta Public Schools: The Y has been a proud partner of Atlanta Public Schools for many years. We provide early learning support, afterschool programming, and out-of-school services to thousands of preschool, elementary, middle, and high school students, working with school administration to ensure we engage students at the most significant risk of falling behind.

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Atlanta Speech School: By partnering with the Atlanta Speech School for the past ten years, the Y has continued to expand the number of children served through Read Right From the Start, a research-based educator training model. The Atlanta Speech School serves as the researcher, program developer, and thought leader, while the Y has been instrumental in piloting the original program, testing new ideas, and providing ongoing program delivery.

Good Samaritan Health Care: Good Samaritan Health Care is a community-based health clinic delivering medical, mental, and dental care to the Westside community for years. Located just over a mile from the Grove Park campus, Good Sam partners with the Y to serve this community directly.

Grove Park Foundation: Acting as the "community quarterback," the Grove Park Foundation coordinates the community engagement, program implementation, and inter-agency continuum of services for the Grove Park neighborhood. In close collaboration with the YMCA, KIPP Metro Atlanta Schools, and Purpose Built Communities, the Grove Park Foundation works alongside its partners to break the cycle of intergenerational poverty through comprehensive investments.

KIPP Metro Atlanta Schools: The Y and KIPP have had a longstanding partnership united around seeing children reach their full potential. The YMCA Early Learning Center at Woodson Park serves as a feeder school for neighboring KIPP Woodson Park Academy.

Purpose Built Communities/Schools: The Y has a long partnership with Purpose Built, dating back to implementing the first Purpose Built community in East Lake. Through our expanded efforts in Grove Park, the Y will work with Purpose Built to accomplish two of its key components of community revitalization: supporting cradle-to-college education and community wellness.

Westside Early Learning Providers: The Y is actively building partnerships with early learning providers in the Grove Park, Vine City, and English Avenue communities through our You Are the Promise program to elevate the quality of learning across the Westside.

Westside Education Collaborative: Through this collaborative, the Y is working closely with GEEARS (Georgia Early Education Alliance for Ready Students) and United Way of Greater Atlanta to ensure our efforts are leveraging the strengths of all education partners in the Westside to improve student outcomes.

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.

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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.)	$2,000.00
Operational	$6,000.00
Direct Services	$32,000.00
Total	$40,000.00

Explanation of Funding Details:

CSP funding will be used to support our afterschool/extended hours program at the YMCA Early Learning Center at Woodson Park. The total budget for this program is $682,000 annually. 80% of requested grant funds will be designated towards direct services such as salary and benefits for program staff who work directly with the students and program supplies. 15% of grant funds will be designated towards operational costs such as building occupancy and utilities, and 5% will be designated towards administrative expenses such as salaries and benefits for our executive and administrative staff.

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Program Performance Measures:

Young Men's Christian Association of Metropolitan Atlanta, Inc. agrees to track and report program performance to the Fulton County Department of Community Development.

County Defined Performance Measure(s):

Children and Youth: Number of school-aged youth engaged in/benefiting from In school/ Afterschool/ Out of School Programs...,Number of students assessed as ready for kindergarten

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:

For our afterschool program participants, the Y will conduct pre- and post-evaluations of child performance, parent engagement, and teacher engagement to monitor the program's ongoing success based on best practice metrics for early learning education. The Y's early learning program also follows four steps to set and measure students' individual needs and goals, including adopting and aligning established child goals from the Head Start Early Learning Outcomes Framework; Creating and implementing a plan of action for achieving goals; Assessing child progress on an ongoing basis and aggregate and analyze data 2-3 times per year; and Examine data for patterns of progress for groups of children to develop and implement a plan for program improvement.

MILESTONES and SCHEDULE:
As part of the Y's afterschool program, we evaluate children's outcomes at the middle and end of the school year utilizing the tools detailed below. Upon receiving the data and outcomes, the Senior Director of Head Start, Senior Director of Early Learning Signature Programs, and Vice President of Early Learning review the measurements and can adjust as needed. Additionally, the early education team presents the status of teacher and children outcomes to the Y's President & CEO twice yearly.

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DATA COLLECTION TOOLS:
As required by Head Start, we conduct internal assessments of our work in alignment with local, state, and federal standards. Children in infant, toddler, and preschool classrooms participate in Teaching Strategies Gold thrice yearly (fall baseline, winter, and spring). In our Pre-K classrooms, children participate in the Work Sampling Online evaluation twice a year. All children in Head Start programs are also screened using Brigance. This learning evaluation tool identifies incoming students at risk for learning difficulties and who might benefit from intervention.

· Classroom Assessment Scoring System (CLASS) observations of preschool and Pre-K classrooms evaluate classroom quality as it relates to Emotional Support, Classroom Organization, and Instructional Support.

· Preschool Teachers' Attitudes & Beliefs toward Science (PTABS) measures a teacher's understanding and comfort of teaching science concepts.

· The EARLY CHILDHOOD ENVIRONMENT RATING SCALE (ECERS-3) provides feedback on the quality of the learning environment.

The Y anticipates serving 60 youths through the proposed program and achieving the following measurable milestones within each of the key components of our afterschool programs:

· ACADEMIC SUPPORT: at least 80% of participants of the afterschool program at the YMCA Early Learning Center at Woodson Park at the end of the school year will be assessed as ready for kindergarten as measured by Work Sampling Online.

· STEAM PROGRAMMING: at least 85% of participants will be exposed to the skills they will need to become future STEAM leaders, as measured by quarterly check-ins with participants.

COUNTY-DEFINED PERFORMANCE MEASURES:
During the contract period, the Y will report on two county-defined performance measures within the "Children & Youth Services" service category.

· We will report on the "number of students assessed as ready for kindergarten" by indicating the number of students who leave our afterschool program at YMCA Early Learning Center at Woodson Park who meet this criteria. Historically, 90% of our pre-K early learners graduate ready for kindergarten (performing at or above average scores in receptive vocabulary, expressive vocabulary, and print and alphabet knowledge).

· We will report on the "number of school-aged youth benefiting from In school/ Afterschool/ Out of School Programs to help bring up academic and social/behavioral levels" by indicating the total number of program participants.

Agency Defined Performance Measure(s):

AGENCY-DEFINED PERFORMANCE MEASURES:
During the contract period, the Y will report on two AGENCY-defined performance measures within the "Children &

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Youth Services" service category.

We will report on the number of children participating in the program for three years or more to demonstrate kindergarten preparedness for language & literacy by tracking student retention.

We will report on the number of children demonstrating growth across language and literacy, STEAM, and social-emotional and physical domains. We will do this by analyzing the assessments listed above.

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**

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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

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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

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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

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137 Peachtree Street, SW
Atlanta, Georgia 30303

To Contractor:

Young Men's Christian Association of Metropolitan Atlanta, Inc.
569 Martin Luther King Jr. Drive NW
Atlanta, Georgia 30314

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.

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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

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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 **Young Men's Christian Association of Metropolitan Atlanta, Inc.**, its directors, officers, employees, agents and assigns shall have no right of redress pursuant to the Personnel Rules and Regulations of Fulton County.

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

ARTICLE VIII - INSURANCE

Contractor agrees to obtain, maintain and furnish to Fulton County, a Certificate of Insurance (COI) showing the required coverage during the entire term of this Agreement. All insurance

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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

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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

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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.

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STATE OF GEORGIA

COUNTY OF FULTON

FORM F: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services[1] under a contract with **[insert name of prime contractor (Agency)]** _____ 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.

56313
EEV/Basic Pilot Program* User Identification Number

YMCA of Metro Atlanta
Name of Contractor (Agency)

BY: Authorized Signature of Officer or Agent of Contractor

CFO
Title of Authorized Officer or Agent of Contractor of Contractor

Paul Nguyen
Printed Name of Authorized Officer or Agent of Contractor

Sworn to and subscribed before me this 21th day of February, 2024.

Notary Public: Holly D Swing

County: DeKalb

Commission Expires: _____

HOLLY D. SWING
NOTARY PUBLIC
DeKalb County
State of Georgia
My Comm. Expires April 10, 2026

[1]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.

[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].

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STATE OF GEORGIA

COUNTY OF FULTON

FORM G: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT

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

56313
EEV/Basic Pilot Program* User Identification Number of Subcontractor

YMCA of Metro Atlanta
Name of Subcontractor (Individual/Agency)

BY: Authorized Signature Officer or Agent of Subcontractor

CFO
Title of Authorized Officer or Agent of Subcontractor

Paul Nguyen
Printed Name of Authorized Officer or Agent of Subcontractor

Sworn to and subscribed before me this 27th day of February, 2024.

Notary Public: Holly D. Swing

County: DeKalb

Commission Expires: HOLLY D. SWING NOTARY PUBLIC DeKalb County State of Georgia My Comm. Expires April 10, 2026

[3]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.

[4]*[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].

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ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/31/2023

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
Sterling Seacrest Pritchard, Inc.
2500 Cumberland Pkwy.
Suite 400
Atlanta GA 30339

CONTACT NAME: Felicia Samuels
PHONE (A/C, No, Ext): 404-238-9090 **FAX (A/C, No):** 404-261-5440
E-MAIL ADDRESS: fsamuels@sspins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Great American Alliance Insurance Co	26832
INSURER B : ZENITH INSURANCE COMPANY	
INSURER C : Great American Insurance	16691
INSURER D :	
INSURER E :	
INSURER F :	

INSURED YMCAOFM-01
Young Men's Christian Association of
Metropolitan Atlanta, Inc.
569 Martin Luther King Jr. Drive
Atlanta GA 30314

COVERAGES **CERTIFICATE NUMBER:** 1648040519 **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	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [ ] PRO-JECT [X] LOC OTHER:	Y		PAC1916097 13	11/1/2023	11/1/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Abuse & Molestation	$ 1,000,000 $ 1,000,000 $ 20,000 $ 1,000,000 $ 3,000,000 $ 3,000,000 $ 1,000,000
A	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			CAP 1916098 13	11/1/2023	11/1/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE DED X RETENTION $ 10,000			UMB 1916100 06	11/1/2023	11/1/2024	EACH OCCURRENCE AGGREGATE	$ 15,000,000 $
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		C069890316	7/1/2023	7/1/2024	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 500,000 $ 500,000 $ 500,000
A A C	Professional Liability Crime Excess Crime			PAC1916097 13 PAC1916097 13 XCR 426-12-18-08	11/1/2023 11/1/2023 11/1/2023	11/1/2024 11/1/2024 11/1/2024	Per Occurence Limit Employee Dishonesty	1,000,000 500,000 $1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Deductibles: Owned Hired
Comprehensive $ 1,000 $ 100
Collision $ 1,000 $ 1,000
Comprehensive and collision coverage provided on all rental units subject to the deductibles above

Fulton County Government is included as an additional insured on the General Liability policy as per attached form (CG8970) .

CERTIFICATE HOLDER

Fulton County Government
141 Pryor St NW
Atlanta GA 30303-3408

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Dana Matthews

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CG 89 70 (Ed. 11/14)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SIGNATURE GENERAL LIABILITY BROADENING ENDORSEMENT

This Endorsement modifies and is subject to the insurance provided under the following form:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following extension only applies in the event that no other specific coverage for the indicated loss exposure is provided under this Policy. If other specific coverage applies, the terms, conditions and limits of that Coverage are the exclusive coverage applicable under this Policy, unless otherwise noted in this Endorsement. This is a summary of the various additional coverages and coverage modifications provided by this Endorsement. For complete details on specific coverages, consult the actual policy wording.

Coverage Description	**Limit of Insurance**	**Page**
Non-Owned Aircraft	Included	2
Non-Owned Watercraft	Included	2
Bodily Injury - Mental Injury, Mental Anguish, Humiliation or Shock	Included	3
Medical Payments	$ 20,000	3
Damage to Premises Rented to You	$ 1,000,000	3
Supplementary Payments - Bail Bonds	$ 3,000	4
Supplementary Payments - Loss of Earnings	$ 1,000 per day	4
Newly Formed or Acquired Organizations	Included	4
Unintentional Failure to Disclose Hazards	Included	5
Knowledge of Occurrence, Claim or Suit	Included	5
Property Damage Liability - Elevators	Included	5
Property Damage Liability - Borrowed Equipment	Included	5
Liberalization Clause	Included	6
Amendment of Pollution Exclusion (Premises)	Included	6
Limited Property Damage to Property of Others	$ 5,000	6
Additional Insured - Manager or Lessor of Premises	Included	7

Coverage Description	Limit of Insurance	Page
Additional Insured - Funding Sources	Included	7
Additional Insured - By Contract	Included	8
Primary and Non-Contributory Additional Insured Extension	Included	10
Additional Insureds - Protection of Your Limits	Included	10
Blanket Waiver of Transfer of Rights of Recovery Against Others to Us (Subrogation)	Included	11
Property Damage Extension With Voluntary Payments	$ 1,000/$ 5,000	11
Who Is An Insured - Fellow Employee Extension - Management Employees	Included	12
Broadened Personal and Advertising Injury	Included	12

A. Non-Owned Aircraft

Under paragraph **2. Exclusions** of **SECTION I - COVERAGE A - Bodily Injury and Property Damage Liability**, exclusion **g. Aircraft**, **Auto or Watercraft** does not apply to an aircraft provided:

1. it is not owned by any insured;

2. it is hired, chartered or loaned with a trained paid crew;

3. the pilot in command holds a currently effective certificate, issued by the duly constituted authority of the United States of America or Canada, designating him or her a commercial or airline pilot; and

4. it is not being used to carry persons or property for a charge.

However, the insurance afforded by this provision does not apply if there is available to the Insured other valid and collectible insurance, whether primary, excess (other than insurance written to apply specifically in excess of this Policy), contingent or on any other basis, that would also apply to the loss covered under this provision.

B. Non-Owned Watercraft

Under paragraph **2. Exclusions** of **SECTION I - COVERAGE A - Bodily Injury and Property Damage Liability**, subparagraph **(2)** of exclusion **g. Aircraft**, **Auto or Watercraft** is replaced by the following:

This exclusion does not apply to:

(2) A watercraft you do not own that is:

(a) less than 60 feet long; and

(b) not being used to carry persons or property for a charge.

C. Bodily Injury - Mental Injury, Mental Anguish, Humiliation or Shock

Under **SECTION V - DEFINITIONS**, Definition **3.** is replaced by the following:

3. "Bodily Injury" means physical injury, sickness, or disease, including death of a person. "Bodily Injury" also means mental injury, mental anguish, humiliation, or shock if directly resulting from physical injury, sickness, or disease to that person.

D. Medical Payments

If **Coverage C Medical Payments** is not otherwise excluded, the Medical Payments provided by this Policy are amended as follows:

The Medical Expense Limit in paragraph **7.** of **SECTION III - LIMITS OF INSURANCE** is replaced by the following Medical expense Limit:

The Medical Expense Limit provided by this Policy shall be the greater of:

a. $ 20,000; or

b. the amount shown in the Declarations for Medical Expense Limit

This provision **7.** is subject to all the terms of **SECTION III - LIMITS OF INSURANCE**.

E. Damage to Premises Rented to You

If Damage to Premises Rented to You is not otherwise excluded from this Coverage Part:

1. Under paragraph **2. Exclusions** of **SECTION I - COVERAGE A - Bodily Injury and Property Damage Liability**:

3. The last paragraph of paragraph **2. Exclusions** is deleted in its entirety and replaced by the following:

Exclusions **c.** through **n.** do not apply to damage by fire, lightning, explosion, smoke, leakage from an automatic fire protection system or water to premises while rented to you or temporarily occupied by you with permission of the owner. A separate Limit of Insurance applies to this coverage as described in **SECTION III - LIMITS OF INSURANCE**.

However, this insurance does not apply to damage to premises while rented to you, or temporarily occupied by you with the permission of the owner, caused by:

i. rupture, bursting, or operation of pressure relief devices;

ii. rupture or bursting due to expansion or swelling of the contents of any building or structure, caused by or resulting from water;

iii. explosion of steam boilers, steam pipes, steam engines, or steam turbines; or

iv. flood

2. Paragraph **6.** Under **SECTION III - LIMITS OF INSURANCE** is deleted in its entirety and replaced with the following:

6. Subject to paragraph **5.** above, the most we will pay under **Coverage A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage caused by fire, lightning, explosion, smoke, leakage from automatic fire protection system or water while rented to you or temporarily occupied by you with the permission of the owner, for all such damage caused by fire, lightning, explosion, smoke, leakage from automatic fire protection systems or water proximately caused by the same event, whether such damage results from fire, lightning, explosion, smoke, leakage from automatic fire protection systems or water or any combination of the six, is the higher of $ **1,000,000** or the amount shown in the Declarations for the Damage to Premises Rented to You Limit.

3. Under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, subsection **4.** Other Insurance, paragraph **b.** Excess Insurance where the words "Fire insurance" appear they are changed to "insurance for fire, lightning, explosion, smoke, leakage from an automatic fire protection system or water."

4. As regards coverage provided by this provision **I. Damage to Premises Rented to You -** paragraph **9.a.** of **Definitions** is replaced with the following:

   9. a. a contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke, leakage from automatic fire protection systems or water to premises while rented to you or temporarily occupied by you with the permission of the owner is not an "insured contract";

F. Supplementary Payments

1. In the **Supplementary Payments - Coverages A** and **B** provision, paragraph **1.b.** is replaced with:

   b. Up to **$ 3,000** for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

2. Paragraph **1.d.** is replaced by the following:

   d. All reasonable expenses incurred by the Insured at our request to assist us in the investigation or defense of the claim or "suit," including actual loss of earnings up to **$ 1,000** a day because of time off work.

G. Newly Formed or Acquired Organizations

Paragraph **3.** of **SECTION II - WHO IS AN INSURED** is replaced by the following:

3. Any organization you newly acquire or form and over which you maintain ownership or majority interest, will qualify as a named insured if there is no other similar insurance available to that organization. However:

   a. coverage under this provision is afforded only until the expiration of the policy period in which the entity was acquired or formed by you;

   b. coverage **A** does not apply to "bodily injury" or property damage that occurred before you acquired or formed the organization; and

   c. coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

d. records and descriptions of operations must be maintained by the first named insured.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a named insured in the Declarations or qualifies as an insured under this provision.

H. Unintentional Failure to Disclose Hazards

Under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, the following is added to Condition **6. Representations**:

Failure of the Insured to disclose all hazards existing as of the inception date of this Policy shall not prejudice the insurance with respect to the coverage afforded by this Policy, provided such failure or omission is not intentional on the part of the Insured.

I. Knowledge of Occurrence, Claim or Suit

Under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, the following is added to Condition **2. Duties in the Event of Occurrence**, **Offense**, **Claim or Suit**:

Knowledge of any occurrence, claim, or suit by any agent, servant or employee of the Named Insured does not in itself constitute knowledge by the Insured unless notice of such injury, claim or suit shall have been received by:

a. you, if you are an individual;

b. a partner, if you are a partnership

c. an executive officer or insurance manager, if you are a corporation.

J. Property Damage Liability - Elevators

1. Under paragraph **2. Exclusions** of **SECTION I - COVERAGE A - Bodily Injury and Property Damage Liability**, subparagraphs **(3)**, **(4)** and **(6)** of exclusion **j. Damage to Property** do not apply if such property damage results from the use of elevators.

2. The following is added to **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, Condition **4. Other Insurance**, paragraph **b. Excess Insurance**:

The insurance afforded by this provision of this Endorsement is excess over any property insurance, whether primary, excess, contingent or on any other basis.

K. Property Damage Liability - Borrowed Equipment

1. Under paragraph **2. Exclusions** of **SECTION I - COVERAGE A - Bodily Injury and Property Damage Liability**, subparagraph **(4)** of exclusion **j. Damage to Property** does not apply to "property damage" to borrowed equipment while not being used to perform operations at a job site.

2. The following is added to **SECTION IV - COMMERCIAL GENERAL LIABILITY Conditions**, Condition **4. Other Insurance**, paragraph **b. Excess Insurance**:

The insurance afforded by this provision of this Endorsement is excess over any property insurance, whether primary, excess, contingent or on any other basis.

L. Liberalization Clause

If we revise this Signature General Liability Broadening Endorsement to provide more coverage without additional premium charge, your policy will automatically provide the coverage as of the date the revision is effective in your state.

M. Amendment of Pollution Exclusion (Premises)

1. The following is added to paragraph **(1)(a)** of Exclusion **f.** of **SECTION I - COVERAGE A - Bodily Injury and Property Damage Liability**:

(iv) "Bodily injury" or "property damage" arising out of the actual discharge, dispersal, seepage, migration, release or escape of "pollutants."

As used in this Endorsement, the actual discharge, dispersal, seepage, migration, release or escape of pollutants must:

(aa) commence on a clearly identifiable day during the policy period; and

(bb) end, in its entirety, within seventy-two (72) hours of the commencement of the discharge, dispersal, seepage, migration, release or escape of "pollutants"; and

(cc) be discovered and reported to us within fifteen (15) days of the clearly identifiable day that the discharge, dispersal, seepage, migration, release or escape of "pollutants" commences; and

(dd) be neither expected nor intended from the standpoint of any insured; and

(ee) be unrelated to any previous discharge, dispersal, seepage, migration, release or escape; and

(ff) not originate at or from a storage tank or other container, duct or piping which:

a. is below the surface of the ground or water; or

b. at any time has been buried under the surface of the ground or water and then is subsequently exposed.

2. For the purposes of this coverage, the following is added to the definition of "property damage" of **SECTION V - DEFINITIONS** and applies only as respects this coverage:

Land or water, whether below ground level or not, is not tangible property.

3. Coverage provided hereunder does not apply to any discharge, dispersal, seepage, migration, release or escape that is merely threatened or alleged rather than shown to have actually occurred.

N. Limited Property Damage to Property of Others

The following is added under **SECTION I - SUPPLEMENTARY PAYMENTS - COVERAGES A** and **B**:

3. We will pay up to $ 5,000 for loss to personal property of others while in the temporary care, custody or control of an insured caused by any person participating in your organized activities. For the purpose of this supplementary payment, loss shall mean damage or destruction but does not include mysterious disappearance or loss of use. In the event of a theft, a police report must be filed. This supplementary payment does not apply if:

a. coverage is otherwise provided by the Property Coverage part (if any) of this Policy; or

b. the loss is covered by any other insurance you have or by any insurance of such person who causes such loss.

These payments will not reduce the Limits of Insurance.

O. Additional Insured - Manager or Lessor of Premises

1. **SECTION II - WHO IS AN INSURED** is amended to include as an additional insured any person or organization from whom you lease or rent property and which requires you to add such person or organization as an additional insured on this Policy under:

(a) a written contract; or

(b) an oral agreement or contract where a Certificate of Insurance showing that person or organization as an additional insured has been issued;

but the written or oral contract or agreement must be an "insured contract," and,

(i) currently in effect or become effective during the term of this Policy; and

(ii) executed prior to the "bodily injury," "property damage," "personal and advertising injury."

2. With respect to the insurance afforded to the Additional Insured identified in paragraph **1.** above, the following additional provisions apply:

(a) This insurance applies only with respect to the liability arising out of the ownership, maintenance or use of that part of the premises leased to you.

(b) The Limits of Insurance applicable to the Additional Insured are the lesser of those specified in the written contract or agreement or in the Declarations for this Policy and subject to all the terms, conditions and exclusions for this Policy. The Limits of Insurance applicable to the Additional Insured are inclusive of and not in addition to the Limits of Insurance shown in the Declarations.

(c) In no event shall the coverages or Limits of Insurance in this Coverage Form be increased by such contract.

(d) Coverage provided herein is excess over any other valid and collectible insurance available to the Additional Insured whether the other insurance is primary, excess, contingent or on any other basis unless a written contractual arrangement specifically requires this insurance to be primary.

(e) This insurance applies only to the extent permitted by law.

3. This insurance does not apply to:

(a) Any "occurrence" or offense which takes place after you cease to be a tenant in that premises.

(b) Structural alterations, new construction or demolition operations performed by or on behalf of the Additional Insured.

P. Additional Insured - Funding Sources

1. **SECTION II - WHO IS AN INSURED** is amended to include as an additional insured any Funding Source which requires you in a written contract to name the Funding Source as an additional insured but only with respect to liability arising out of:

a. your premises; or

b. "your work" for such additional insured; or

c. acts or omissions of such additional insured in connection with the general supervision of "your work"

and only to the extent set forth as follows:

a. The Limits of Insurance applicable to the Additional Insured are the lesser of those specified in the written contract or agreement or in the Declarations for this Policy and subject to all the terms, conditions and exclusions for this Policy. The Limits of Insurance applicable to the Additional Insured are inclusive of and not in addition to the Limits of Insurance shown in the Declarations.

b. The insurance afforded to the Additional Insured only applies to the extent permitted by law

c. If coverage provided to the Additional Insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

d. In no event shall the coverages or Limits of Insurance in this Coverage Form be increased by such contract.

Q. Additional Insureds - By Contract

1. **SECTION II - WHO IS AN INSURED** is amended to include as an insured any person or organization whom you have agreed to add as an additional insured in a written contract, written agreement or permit. Such person or organization is an additional insured but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" arising out of:

a. your acts or omissions, or the acts or omissions of those acting on your behalf, in the performance of your ongoing operations for the Additional Insured that are subject of the written contract or written agreement provided that the "bodily injury" or "property damage occurs, or the "personal and advertising injury" is committed, subsequent to the signing of such written contract or written agreement; or

b. the maintenance, operation or use by you of equipment rented or leased to you by such person or organization; or

c. the Additional Insureds financial control of you; or

d. operations performed by you or on your behalf for which the state or political subdivision has issued a permit

However:

1. the insurance afforded to such additional insured only applies to the extent permitted by law; and

2. if coverage provided to the Additional Insured is required by contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide such additional insured.

With respect to paragraph **1.a.** above, a person's or organization's status as an additional insured under this Endorsement ends when:

(1) all work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed for or on behalf of the Additional Insured(s) at the location of the covered operations has been completed; or

(2) that portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

With respect to paragraph **1.b.** above, this insurance does not apply to any "occurrence" which takes place after the equipment rental or lease agreement has expired or you have returned such equipment to the lessor.

The insurance provided by this Endorsement applies only if the written contract or written agreement is signed prior to the "bodily injury" or "property damage."

We have no duty to defend an additional insured under this Endorsement until we receive written notice of a "suit" by the Additional Insured as required in paragraph **b.** of Condition **2. Duties in the Event of Occurrence**, **Offense**, **Claim or Suit** under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITION**.

2. With respect to the insurance provided by this Endorsement, the following are added to paragraph **2. Exclusions** under **SECTION I - COVERAGE A - Bodily Injury and Property Damage Liability**:

This insurance does not apply to:

a. "Bodily injury" or "property damage" that occurs prior to your commencing operations at the location where such "bodily injury" or "property damage" occurs.

b. "Bodily injury," "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:

(1) the preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(2) supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that Insured, if the "occurrence" which caused the "bodily injury" or "property damage," or the offense which caused the "personal and advertising injury," involved the rendering of, or failure to render, any professional architectural, engineering or surveying services.

c. "Bodily injury" or "property damage" occurring after:

(1) all work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed for or on behalf of the Additional Insured(s) at the location of the covered operations has been completed; or

(2) that portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

d. Any person or organization specifically designated as an additional insured for ongoing operations by a separate additional insured endorsement issued by us and made part of this Policy.

3. With respect to the insurance afforded to these Additional Insureds, the following is added to **SECTION III - LIMITS OF INSURANCE**:

If coverage provided to the Additional Insured is required by a contract or agreement, the most we will pay on behalf of the Additional Insured is the amount of insurance:

a. required by the contract or agreement; or

b. available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This Endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

R. Primary and Non-Contributory Additional Insured Extension

This provision applies to any person or organization who qualifies as an additional insured under any form or endorsement under this Policy.

Condition **4. Other Insurance** of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

a. The following is added to paragraph **a. Primary Insurance**:

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) the Additional Insured is a named insured under such other insurance; and

(2) you have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the Additional Insured.

b. The following is added to paragraph **b. Excess Insurance**:

When a written contract or written agreement, other than a premises lease, facilities rental contract or agreement, an equipment rental or lease contract or agreement or permit issued by a state or political subdivision between you and an additional insured does not require this insurance to be primary or primary and non-contributory, this insurance is excess over any other insurance for which the Additional Insured is designated as a named insured.

Regardless of the written agreement between you and an additional insured, this insurance is excess over any other insurance whether primary, excess, contingent or on any other basis for which the Additional Insured has been added as an additional insured on other policies.

S. Additional Insureds - Protection of Your Limits

This provision applies to any person or organization who qualifies as an additional insured under any form or endorsement under this Policy.

1. The following is added to Condition **2. Duties in the Event of Occurrence**, **Offense**, **Claim or Suit**:

An additional insured under this Endorsement will as soon as practicable:

a. give written notice of an "occurrence" or an offense that may result in a claim or "suit" under this insurance to us;

b. tender the defense and indemnity of any claim or "suit" to all insurers whom also have insurance available to the Additional Insured; and

c. agree to make available any other insurance which the Additional Insured has for a loss we cover under this Coverage Part.

d. we have no duty to defend or indemnify an additional insured under this Endorsement until we receive written notice of a "suit" by the Additional Insured.

2. The Limits of Insurance applicable to the Additional Insured are those specified in a written contract or written agreement or the Limits of Insurance stated in the Declarations of this Policy and defined in **SECTION III - LIMITS OF INSURANCE** of this Policy, whichever are less. These limits are inclusive of and not in addition to the Limits of Insurance available under this Policy.

T. Blanket Waiver of Transfer of Rights of Recovery Against Others to Us (Subrogation)

Under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, the following is added to Condition **8. Transfer of Rights of Recovery Against Others to Us**:

If required by a written contract or written agreement, we waive any right of recovery we may have against a person or organization because of payment we make for injury or damage arising out of your ongoing operations or "your work" done under a contract for that person or organization and included in the "products-completed operations hazard" provided that the injury or damage occurs subsequent to the execution of the written contract or written agreement.

U. Property Damage Extension with Voluntary Payments

1. The following is added to paragraph **1. Insuring Agreement** of **SECTION I - COVERAGE A - Bodily Injury and Property Damage Liability**:

At your request we will pay for "loss" to property of others caused by your business operations for which this Policy provides liability insurance. Such payment will be made without regard to your legal obligation to do so. The "loss" must occur during the policy period and must take place in the "coverage territory."

2. With respect to the coverage afforded under paragraph **1.** above, paragraph **2. Exclusions** of **SECTION I - COVERAGES A - Bodily Injury and Property Damage Liability** is amended as follows:

Exclusions **j.(3)**, **j.(4)**, **j.(5)** and **j.(6)** are deleted.

3. As respects coverage afforded by this coverage, **SECTION III - LIMITS OF INSURANCE** is replaced by the following:

Regardless of the number of insureds, claims made or "suits" brought or persons or organizations making claims or bring "suits":

1. Subject to **2.** Below, the most we will pay for one or more "loss" arising out of any one "occurrence" is **$ 1,000**.

2. The aggregate amount we will pay for the sum of all "loss" in an annual period is **$ 5,000**. This aggregate amount is part of and not in addition to the General Aggregate Limit described in paragraph **2.** of **SECTION III - LIMITS OF INSURANCE**.

V. Who Is an Insured - Fellow Employee Extension - Management Employees

1. The following is added to paragraph **2.a.(1)** of **SECTION II - WHO IS AN INSURED**:

Paragraph **(a)** and **(b)** above do not apply to "bodily injury" or "personal and advertising injury" caused by an "employee" who is acting in a supervisory capacity for you. Supervisory capacity as used herein means the "employee's" job responsibilities assigned by you, including the direct supervision of other "employee" of yours. However, none of these "employees" are insureds for "bodily injury" or "personal and advertising injury" arising out of their willful conduct, which is defined as the purposeful or willful intent to cause "bodily injury" or "personal and advertising injury," caused in whole or in part by their intoxication by liquor or controlled substances.

This coverage is excess over any other valid and collectable insurance available to your "employee."

W. Broadened Personal and Advertising Injury

1. Unless "Personal and Advertising Injury" is excluded from this Policy, the following is added to **SECTION V - DEFINITIONS** Item **14.**:

h. mental injury, mental anguish, humiliation, or shock, if directly resulting from Items **14.a.** through **14.e**.

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

OWNER:

FULTON COUNTY, GEORGIA

DocuSigned by:
Robert L. Pitts
BA715B1A26544E7...

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST:

DocuSigned by:
Tonya R. Grier
EEC476C4837648D...

Tonya R. Grier
Clerk to the Commission

DocuSigned by:

(Affix County Seal)

CONTRACTOR:

Young Men's Christian Association of

VENDOR NAME Metropolitan Atlanta, Inc.

DocuSigned by:
Name of Signatory: Lauren Koontz
Title of Signatory: President & CEO
E189338D86174DF...

Authorized Signature

ATTEST:

DocuSigned by:
Name of 2nd Signatory: **Paul Nguyen**
Paul Nguyen
Title of 2nd Signatory: **CFO**
189446135FDE42F...

Second Authorized Signature

(Affix Corporate Seal, if applicable)

APPROVED AS TO FORM:

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

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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 **Kate's Club** (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:

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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

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ARTICLE 11. ASSIGNABILITY

ARTICLE 12. SEVERABILITY OF TERMS

ARTICLE 13. PRECEDENCE OF AGREEMENT

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ARTICLE 16. GOVERNING LAW

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ARTICLE I - PARTIES AND TERM:

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

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

(c) Nothing contained in this Agreement shall be 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...,In school Afterschool Out of School Programs to help bring up academic...,Programs addressing mental health depression stress trauma and anxiety among youth and teens

Disabilities: Not Applicable

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Economic Stability: Not Applicable

Health and Wellness: Not Applicable

Homelessness: Not Applicable

Senior Services: Not Applicable

Veterans Services: Not Applicable

Kate's Club, Kate's Club Supportive Services for Grieving Children in Fulton County 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
Campbell Elementary School	School South Suburbs, 91 Elder St	Fariburn	GA	30213	5	5
Tri-Cities High School	2575 Harris St	East Point	GA	30344	4	4
Bear Creek Middle School	7415 Herndon Rd	Fairburn	GA	30213	5	5
Kindezi O4W	386 Pine St NE	Atlanta	GA	30308	4	4
Kindezi West	286 Wilson Mill Rd SW	Atlanta	GA	30331	6	6

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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
Continental Colony Elementary School	3181 Hogan Rd SW	Atlanta	GA	30331	6	6
Carver High School	55 McDonough Blvd SE	Atlanta	GA	30315	4	4
Deerwood Academy	3070 Fairburn Rd SW	Atlanta	GA	30331	5	5
R. N. Fickett Elementary School	3935 Rux Rd SW	Atlanta	GA	30331	6	6
Kipp Soul Primary	1445 Maynard Rd NW	Atlanta	GA	30331	6	6
KIPP Strive Charter School	1444 Lucile Ave SW	Atlanta	GA	30310	6	6
Kipp Strive Primary Charter School	1448 Lucile Ave SW	Atlanta	GA	30310	6	6
Kipp Ways Academy Charter School	350 Temple St NW	Atlanta	GA	30314	6	6
Woodward Academy	6565 Boles Rd	Johns Creek	GA	30097	1	1

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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
North						
Kipp Ways Primary Charter School	350 Temple St NW	Atlanta	GA	30314	6	6
Sandtown Middle School	5400 Campbellton Rd SW	Atlanta	GA	30331	5	5
Wesley International Academy Charter	211 Memorial Drive SE	Atlanta	GA	30312	4	4
Kipp Soul Academy	1445 Maynard Rd NW	Atlanta	GA	30331	6	6
Kindezi at Gideons	897 Welch St SW	Atlanta	GA	30310	4	4

Approach and Design:

Kate's Club, Kate's Club Supportive Services for Grieving Children in Fulton County will provide services to **200** clients that reside in Fulton County, with CCSP funding.

Kate's Club, will provide the following activities and services in Fulton County with CCSP funding:

ACTIVITIES and HOW THEY ARE ACCOMPLISHED:

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Thus far in 2024, we have provided 16 school groups in 11 schools in Fulton County and anticipate supporting an additional 10+ schools in the fall semester. Ultimately, we intend to support the 90+ other public schools in the county - to provide closed groups for bereaved students that meet once a week for 6 to 12 weeks. Each group consists of four to eight students of similar ages who have been identified by the school counselor. Over the course of six weeks, students work through an activity-based curriculum that includes normalizing grief, sharing their story, coping with changes, identifying and expressing feelings, utilizing healthy coping strategies, and finding ways to remember the person who died. Students also build social connections with one another to feel less alone.

When planning for a semester and academic school year, we begin by reconnecting with previous school partners, reminding them about school groups, staff development opportunities, and parent education options. This communication also includes language for them to share with other schools within their cluster. We also promote our school group request form and professional training request form in our quarterly community partner newsletters.

Within each school, we partner with the school's counselor and/or social worker to identify and recruit grieving students, helping build trust in Kate's Club and our grief groups. We also work with other community partners present in schools (e.g., Communities In Schools, CHRIS 180, etc.) to identify and refer students. We educate teachers and provide them with materials and Kate's Club website links containing instructions on how to refer students. Kate's Club also provides ways for parents and guardians to obtain more information, and for students to self-refer. Our communications with both school staff and parents or caregivers are critical to building trust and impact.

All grief groups conclude with surveys of student participants, teachers and counselors, and parents and caregivers. Our Director of Metro Atlanta and our Metro Atlanta Outreach Coordinators review survey and evaluation results on a quarterly basis to ensure the efficacy of Kate's Club school group curriculum and that these tools accurately capture and reflect our participants' experiences. In 2023, Kate's Club began to implement our more rigorous bereavement needs assessments - historically utilized in our Clubhouse programs - in our schools groups.

Finally, we utilize professional networks (e.g. Georgia Society for Clinical Social Workers, Georgia Association for Play Therapy, Licensed Professional Counselors Association of Georgia, LinkedIn, Work for Good) to recruit applicants for staff and subcontracted facilitator positions. Kate's Club hires licensed therapists for all our programs who have an eligible license and group experience with children and/or teens.

STRATEGIC PRIORITY AREA PROGRAM OBJECTIVES:

Of the Strategic Priority Area: "Health & Human Services," Kate's Club programming aligns with "the number of people who receive behavioral health services."

CSP FUNDING PRIORITIES:

Kate's Club's programs support the CSP services category "Children & Youth Services." Our program outcomes and performance measures result in children receiving support, primarily in schools and potentially in juvenile courts, that includes social and emotional benefits to youth as well as safe, accessible and engaging programs that prevent unhealthy behaviors and promote health and wellness. Our programs strengthen youth mental health including management of stress, anxiety and strong feelings - such as anger - through facilitated grief groups for youth, and education and trainings for adults supporting bereaved youth, such as teachers, counselors and social workers in addition to parents and caregivers. Given that up to 90% of youth in juvenile courts are grieving the loss of someone important to them,

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providing court-involved bereaved youth with the tools, resources and strategies to learn how to grieve in a healthy way, can support this at-risk, and often very under-resourced, population.

COLLABORATIONS:

Our greatest collaborators are the schools in Fulton County who host us. Kate's Club also partners with many organizations throughout the year to help support all our programs:

- Agape Youth and Family Center
- APS Office of Charter and Partner Schools
- Big Brothers Big Sisters of Metro Atlanta
- Boys and Girls Club of Metro Atlanta
- Camp Twin Lakes
- Center for the Study of Narrative at Mercer University
- Children's Healthcare of Atlanta
- CHRIS 180
- Communities in Schools
- COR, Inc.
- DFCCS - Caregiver and Recruitment Retention Unit
- Eco Arts
- Families First
- Ferst Readers
- Fulton County Juvenile Court
- Georgia Campaign for Adolescent Power & Potential
- Georgia Department of Behavioral Health and Developmental Disabilities
- Georgia Department of Juvenile Justice
- Georgia Hope
- Girl Scouts of Greater Atlanta
- Girls, Inc.
- Hands on Atlanta
- Happy Tails
- In Flight Gymnastics
- Jewish Family & Career Services
- Kidz2Leaders
- Life House Atlanta
- Macy's
- Mothers Advocacy Project
- Moving in Spirit
- Multiple hospice locations
- NAMI Georgia
- National Alliance for Children's Grief
- New York Life
- Paint Love
- Resilient Georgia

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- RYDC
- Ser Familia
- Soccer in the Streets
- The George Center
- The Hackett Center for Mental Health
- Therapy Alliance
- Trellis Horticulture
- Truancy Intervention Project Georgia
- Voices of Georgia's Children
- YMCA of Metro Atlanta

Designation of CSP Funds:

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

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

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

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

The maximum amount of CCSP funds allowed for administrative purposes (executive staff salaries and benefits only) is 5% of funds awarded. Throughout the contract period, program

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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.)	$1,250.00
Operational	$2,000.00
Direct Services	$21,750.00
Total	$25,000.00

Explanation of Funding Details:

Administrative expenses include Director of Metro Atlanta's and Director of Education and Innovative Programs' oversight as well as administrative support required for school partner and caregiver permissions and communications.

Operational expenses include communications and marketing materials provided to school administrators, counselors and teachers to distribute to parents and caregivers of grieving children to educate them on the importance of addressing a child's grief and to establish trust in Kate's Club. Data about a grieving child including who died, how and when they died, any behavior issues, etc. is collected prior to a grief group's start. At the conclusion of the group, surveys - student, caregiver and teacher - are conducted and results are measured to determine the student's growth in coping skills as well as the overall impact of the group and program. These, along with a student's attendance and participation, are tracked in Kate's Club Apricot database. Finally, in addition to student grief groups, Kate's Club provides materials (e.g., a guide on what to say, and what not to say, when speaking with a grieving child) when it trains school professionals and educates caregivers and other (non-grieving) students on how to recognize grief, talk about it and support a grieving child.

Direct expenses include compensation of Kate's Club staff and subcontracted grief-trained counselors and therapists who facilitate the multi-week groups and conduct the trainings and grief education sessions. Also included are the curriculum and materials required for each week's activities, primarily arts and crafts.

Program Performance Measures:

Kate's Club agrees to track and report program performance to the Fulton County Department of Community Development.

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County Defined Performance Measure(s):

Children and Youth: Number of school-aged youth engaged in/benefiting from In school/ Afterschool/ Out of School Programs...,Number of youth involved with or at risk for involvement with the Juvenile Justice System...,Number of youth/teens receiving referrals to behavioral health, evidence based programming/other supportive services

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:

COUNTY DEFINED PERFORMANCE MEASURES:

For the 2024 Community Services Program, Kate's Club will report on the following county-defined performance measure by tracking the number of Fulton County students who participate in KC Connects programming in our 21 (plus) partner schools and the Fulton County Juvenile Court.

- Number of school-aged youth engaged in/benefiting from In school/ Afterschool/ Out of School Programs to help bring up academic and social/behavioral levels
- Number of youth/teens receiving referrals to behavioral health, evidence based programming, and other supportive services
- Number of youth involved with or at risk for involvement with the Juvenile Justice System who demonstrate decreased or no delinquent behaviors (i.e. truancy, gangs, in school suspension, out of school suspension, etc.)

We project we will serve the following number of children and teens:

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	Revised Group #	Revised youth #
January	9	48
February	8	43
March	11	56
April	11	56
May	11	54
June	0	0
July	0	0
August	0	0
September	5	25
October	10	50
November	5	25
December	0	0
	20	200

Agency Defined Performance Measure(s):

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AGENCY DEFINED PERFORMANCE MEASURES:

Kate's Club believes in an integrated family approach to programming, given that the number one indicator for a child's ability to work through their grief is the parent's capacity to work through theirs. We have seen the importance of educating not only parents and caregivers on the tools they need to help manage their grief and then support their child, but also the importance of educating professionals on this as well.

To measure reach, Kate's Club will track the number of students in school-based grief groups, the number of schools participating in KC Connects, the number of parents/caregivers with whom we provide bereavement education, and the number of professionals working with children (e.g., school counselors, social workers, etc.) trained in grief support and communications. We will also track the number of Fulton County juvenile court-involved youth (delinquent and dependent) in court-based grief groups as well as the number of parents/caregivers with whom we provide bereavement education and support, and the number of court professionals trained in grief support and communications.

	Revised trainings #	Revised prof #	Revised caregiver #
January	1	30	0
February	2	254	10
March	5	100	18
April	2	48	0
May	1	0	6
June	0	0	0
July	2	50	30
August	2	50	30
September	3	50	60

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October	3	100	30
November	2	50	30
December	0	0	0
	23	732	214

EVALUATION METHODS AND GOALS:

Kate's Club intends to continue the use of the Bereavement Needs Assessment within the KC Connects grief groups in Fulton County to assess our programs' quality and impact. In 2023, Kate's Club completed two 8-week school-based grief groups with TGCT-driven curriculum (the basis of the BNA), with pre- and post-BNAs completed with 14 seventh and eighth graders at Wesley International Academy. Some highlights of our BNA findings from these two closed groups include:

- 50% decreased longing for the person(s) who died and improvement in coping with their new identity
- 64% experienced fewer PTSD symptoms (e.g., trouble sleeping or concentrating, intrusive thoughts about the death, feeling alone around other people, trouble feeling happiness or love)
- 57% experienced lower depressive symptoms after group and 43% acquired skills to better cope with their hard feelings

With funding from Fulton County, we plan to implement the BNA as an evaluation tool at Tri Cities High School in the fall, with plans to expand into more school groups. Consistent with the results from our pilot group at Wesley International Academy, we anticipate seeing a decrease in all types of distress and risks. Additionally, we will implement pre- and post-BNAs with Fulton County juvenile court-based grief groups, similar to work completed in our pilot juvenile court-based grief groups.

We will evaluate the outcomes of our KC Connects programming in Fulton County by tracking grief group attendance and conducting teacher or court staff, caregiver, and youth surveys. Youth surveys measure development of coping skills, participation in activities that make them feel connected to the deceased, decrease in depressive symptoms, and utilization of available sources of support. Staff and teacher surveys evaluate participant mood, behaviors, attendance, and performance in the classroom, and parent/caregiver surveys evaluate youth behaviors at home. We anticipate that 90% of responding youth, caregivers, teachers and staff will report finding the groups helpful, and that 90% of youth will report that they would recommend the group to another young person who is grieving.

The ultimate goal of KC Connects is that children and teens are able to accept the reality of their loss, process the pain of grief, adjust to a world without the deceased, and develop an enduring connection with their loved ones while embarking on a new life.

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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

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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.

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ARTICLE III - COMPENSATION FOR SERVICES

(a) Fulton County agrees to pay Contractor a maximum sum of **$25,000.00.**

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

(c) If through any cause, Contractor shall fail to fulfill its obligation under this Agreement in a timely and proper fashion or in the event that any of the provision or stipulations of this Agreement are violated by Contractor, Fulton County shall thereupon have the right to immediately suspend or terminate this Agreement by serving written notice as defined herein upon Contractor of Fulton County's intent to suspend or terminate this Agreement. If the Agreement is terminated pursuant to this paragraph, Contractor shall be exclusively limited to receiving only the compensation for work performed in a manner satisfactory to Fulton County up to and including the date of the written termination notice.

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

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

ARTICLE IV - RECORD KEEPING

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(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:

Kate's Club
1190 W Druid Hills NE Suite T-80
Atlanta, Georgia 30329

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.

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(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

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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

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(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 **Kate's Club**, 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.

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(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

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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

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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.

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STATE OF GEORGIA

COUNTY OF FULTON

FORM F: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services[1] under a contract with **[insert name of prime contractor (Agency)]** Kate's Club 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.

Everify ID # 1523699
EEV/Basic Pilot Program* User Identification Number

Kate's Club
Name of Contractor (Agency)

Lisa Aman
BY: Authorized Signature of Officer or Agent of Contractor

Executive Director, Kate's Club
Title of Authorized Officer or Agent of Contractor of Contractor

Lisa Aman
Printed Name of Authorized Officer or Agent of Contractor

Sworn to and subscribed before me this 26th day of February, 2024

Notary Public:

County: Fulton

Commission Expires:

Elaine G Levine
NOTARY PUBLIC
Fulton County, GEORGIA
My Commission Expires 07/14/2026

[1]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.

[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].

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/23/2024

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	CONTACT NAME: C.J. Wilkes
Haven Insurance Group 2200 Century Pkwy Suite D #151 Atlanta GA 30341	PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: cjwilkes@haveninsurancegroup.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : GREAT AMER ASSUR CO	
INSURER B : GREAT AMER ALLIANCE INS CO	
INSURER C : WESCO INSURANCE CO	
INSURER D : TWIN CITY INS CO	
INSURER E :	
INSURER F :	

INSURED

Kate's Club
1190 W Druid Hills Dr
T-80/T-40
Atlanta GA 30329

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Abuse/Molestation - $1,000,000 ☐ GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:	Y		MAC 5051951 19	03/01/2024	03/01/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 3,000,000 $ 3,000,000 $
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			MAC 5051951 19	03/01/2024	03/01/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
B	☒ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $			UMB 5051952 18	03/01/2024	03/01/2025	EACH OCCURRENCE AGGREGATE $	$ 3,000,000 $ 3,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WSS3709347	04/01/2024	04/01/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A	COMMERCIAL PROPERTY (REPLACEMENT COST)			MAC 5051951 19	03/01/2024	03/01/2025	Improvements/Bett Contents Deductible	$537,562 $107,312 $1,000

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

Certificate holder is a "Additionally Insured" per the Coverage Form attached to this policy.

CERTIFICATE HOLDER

Fulton County Government
141 Pryor St SW
Atlanta GA 30303

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Jill Street

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

OWNER:

FULTON COUNTY, GEORGIA

DocuSigned by:
Robert L. Pitts
BA715B1A26544E7...

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST:

DocuSigned by:
Tonya R. Grier
EEC476C4837648D...

Tonya R. Grier
Clerk to the Commission

(Affix County Seal)

DocuSigned by:

CONTRACTOR:

VENDOR NAME **Kate's Club**

DocuSigned by: Name of Signatory: Lisa Aman
Lisa Aman Title of Signatory: Executive Director
4DB46A00EC23453...

Authorized Signature

ATTEST:

DocuSigned by: Name of 2nd Signatory: **Devon LoParo**
Devon LoParo Title of 2nd Signatory: **Chair of Governance Committee**
2B9F060BC1AE481...

Second Authorized Signature

(Affix Corporate Seal, if applicable)

DocuSigned by:

APPROVED AS TO FORM:

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

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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 **Raksha 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:

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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

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ARTICLE I - PARTIES AND TERM:

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

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

(c) Nothing contained in this Agreement shall be 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: Homelessness

CCSP Funding Priority(ies):

Children and Youth: Not Applicable

Disabilities: Not Applicable

Economic Stability: Not Applicable

Health and Wellness: Not Applicable

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Homelessness: Emergency Financial Assistance supported by case management and other supportive services...,Rapid Re-Housing These activities are designed to move homeless people quickly to permanent housing...,Transitional housing bridge housing options for homeless population affected by mental health...

Senior Services: Not Applicable

Veterans Services: Not Applicable

Raksha Inc., Housing Assistance for South Asian Survivors of Domestic & Sexual Violence 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
Raksha, Inc	Confidential Location (Domestic Violence Organization)	Confidential Location	GA	30355	NA	1,2,3,4,5,6

Approach and Design:

Raksha Inc., Housing Assistance for South Asian Survivors of Domestic & Sexual Violence will provide services to **15** clients that reside in Fulton County, with CCSP funding.

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

Raksha's Fulton County Housing Assistance Program will focus on eight performance measures and use them as benchmarks for success:

Fulton County Performance Measures:

Number of potential instances of homelessness prevented

Number of individuals assisted through rapid rehousing

Number of individuals placed in transitional housing

Number of individuals whose barriers to self sufficiency are eliminated/reduced; path to self-sufficiency created

Number of individuals receiving emergency financial assistance

Raksha's Performance Measures:

Number of clients who meet at least one goal set forth in their housing plan

Number of clients who maintain stable housing for at least 6 months during the program

Number of clients who report an improvement in sense of well-being

Raksha, with assistance from our community partners, aims to meet the above benchmarks for success through our design of a joint rapid rehousing/transitional housing assistance program.

Joint Rapid Rehousing/Transitional Housing Program Design

Since our clients are "difficult to house" due to multiple, intersecting barriers, we utilize a joint rapid rehousing/transitional housing program design. Our joint housing program provides a safe place for people to stay, crisis housing, with financial assistance and wraparound supportive services based upon client needs. We believe that the crisis housing portion of our assistance should be brief and without preconditions with the ultimate goal of helping clients quickly move into permanent housing. Neither rapid rehousing or transitional housing homelessness interventions are sufficient standalone solutions for our clients. Our typical client may be seeking immigration relief as a victim of crime and is in need of safe, affordable housing which will likely need to be supplemented for an extended amount of time while they utilize our other services to create a plan for financial self-sufficiency and empowerment. They will also have access to additional emergency financial assistance supported by case management and other supportive services. This could include assistance for food, transportation, and economic empowerment activities that will help the client more easily secure employment or start a business that will help them financially support themselves. Through our services,

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our clients have more stable access to housing, food, and behavioral health services as well as other services and referrals that improve the County's standing in the County Health Rankings and Roadmaps report.

One of the most important elements of our joint housing program is flexibility. Most programs that offer housing assistance offer a progressive subsidy plan which typically consists of some version of the program paying a larger percent at the outset, and then gradually decreasing the amount of subsidy until the participant is paying the full cost of housing. Since our clients are often unemployed, awaiting immigration relief, and/or dealing with significant emotional trauma when they seek our assistance, we implement a more flexible approach while we provide other services that are aimed at ensuring long term self-sufficiency. This approach takes into account the unique challenges our clients are facing and prioritizes long lasting self-sufficiency rather than ensuring that financial assistance is as brief as possible.

Program Implementation

The Executive Director has built a relationship with a landlord that has multiple properties in Fulton County who will work with Raksha and partners to bypass some of the requirements that make it difficult for the survivors that Raksha works with to meet application/rental requirements to get an apartment. Raksha's Director of Programs will continue to work closely with the Advocates to expand our Landlord Engagement Strategy in Fulton county. The Director of Programs and the Advocates will ask landlords interested in partnering with Raksha to offer client housing opportunities to sign an MOU or participation equivalent.

Advocates complete an intake with each client to assess the client's housing needs. In order to be eligible for housing assistance under the Fulton county grant, they will need to be in Fulton county, experiencing homelessness or at risk of experiencing homelessness, earning 30% or less of the area median income, and a survivor of domestic violence.

Once the client has completed the intake, they will be assigned to work with an Advocate as their point of contact. The Advocate will complete a Housing Needs Assessment with the client in order to further determine the most appropriate intervention from the information provided. The client will work with the Advocate to set goals that will support their housing stability through the creation of a housing plan. A client's housing plan would include goals to help the client become more financially stable in order to ensure that they will be able to continue to pay for their housing once financial assistance is no longer available. As part of this goal setting, the Advocate will make appropriate referrals to inhouse and outside services in order to best support the client. Raksha is uniquely positioned to provide this support because we have culturally and linguistic expertise as well as well-established community connections and services from our 29 years of experience in supporting survivors as they flee domestic and sexual violence.

If it is determined that the client could benefit from rapid rehousing funds the Advocate will work with the client to help them secure appropriate housing in units that are desirable and sustainable, in neighborhoods where they want to live and feel safe. Clients may also choose to remain in their current housing situation if possible. If a client decides to secure an apartment on their own, the Advocate will offer services as needed and give the client suggestions of possible apartments based upon landlord engagement partnerships. The Advocate will also provide assistance as needed to help the client move into the housing, including deposits, utility deposits, last month's rent, arrears, moving costs, and credit repair.

After three months of services, the client and Advocate will reassess the client's housing needs. If the client will require continued rental assistance, the Advocate will move the client into the Transitional Housing program. In prior years, Raksha would continue to subsidize the client's housing beyond 30% of their income up to $2800/year. Due to the

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pandemic and continuing inflation, Raksha has relaxed this limit based on unusual pandemic-related circumstances and increased barriers that immigrant survivors have faced in fleeing violence and meeting basic needs such as food and housing. The client's needs and eligibility will continue to be reassessed every three months up to one year.

Community collaborative relationships are absolutely essential to successfully meeting these housing and additional needs for survivors in Fulton county and throughout the metro Atlanta area. Raksha is the founder and a member of the Immigrant and Refugee Housing Justice Coalition which comprises organizations that serve immigrant and refugee survivors of domestic violence (Tapestri, Karibu Community Legacy, Center for Pan Asian Community Services, New American Pathways, House of Globalization, Women's Resource Center, and Georgia Coalition Against Domestic Violence). This came out of a need to find creative solutions for immigrant and refugee survivors who are often not eligible for traditional programming. We have also worked with the Housing Justice League to translate some of their housing materials into various South Asian languages, the Partnership Against Domestic Violence to advocate for shelter space and food for clients fleeing violence, and Open Doors to provide support with landlord engagement. We are able to better serve the community through these collaborations because we can offer more comprehensive services and referrals for needs that are outside the scope of our organization.

Designation of CSP Funds:

Based on the awarded amount of **$35,000.00,** 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).

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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.)	$1,750.00
Operational	$3,500.00
Direct Services	$29,750.00
Total	$35,000.00

Explanation of Funding Details:

Since advocacy is a significant part of our housing assistance program, we have included it in the funding request. **$29,750.00 (85%)** of funds will be used for **direct service** - housing, moving, daycare costs, and other client needs with the aim of preventing homelessness. It will also cover a prorated portion of the salaries and benefits for a therapist (Nisha Khan) and an advocate (TBD). The prorated portion is based on an expected 20% of our clients living in Fulton county. **$3,500.00 (10%)** will be dedicated to **operating costs** (supplies, marketing, interpretation, staff transportation expenses, grant management). This will include outreach efforts to educate Fulton county survivors of violence on the services available as well as staff transportation expenses associated with advocacy and outreach. **$1,750.00 (5%)** will be allocated to the **administrative costs** that make running the program and the associated advocacy possible (prorated staff salaries, salary fringe, and benefits).

Program Performance Measures:

Raksha Inc. agrees to track and report program performance to the Fulton County Department of Community Development.

County Defined Performance Measure(s):

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Children and Youth: Not Applicable

Disabilities: Not Applicable

Economic Stability: Not Applicable

Health and Wellness: Not Applicable

Homelessness: Number of individuals assisted through rapid re-housing,Number of individuals placed in Transitional Housing,Number of individuals receiving emergency financial assistance,Number of potential instances of homelessness prevented

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:

Fulton County Performance Measures

Number of potential instances of homelessness prevented

Data will be collected from our Housing Needs Assessment and Program Completion Outcomes

Number of individuals assisted through rapid rehousing

Data will be collected through our Apricot Database client management system where we log information on client interactions and service provision

Number of individuals placed in transitional housing

Data will be collected through our Apricot Database client management system where we log information on client interactions and service provision. Since Raksha does not have a transitional housing site, we provide transitional housing/rental assistance and referrals.

Number of individuals whose barriers to self sufficiency are eliminated/reduced; path to self-sufficiency created

Data will be collected when our Advocates complete 3-month assessments and stored in the Apricot Database client management system. The assessment process will measure benchmarks including whether the client maintained or increased income or met another financial goal that is important to the client and whether and how many inhouse or

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referral services the client accessed during the three month period. These benchmarks will be individualized according to client needs and interests.

Number of individuals receiving emergency financial assistance

Data will be collected through our Apricot Database client management system where we log information on client interactions and service provision including the type and amount of emergency financial assistance provided.

Fulton County Performance Measures Milestones

6/30/24 -

3-4 clients total have been onboarded into the program - have completed pre assessments and goal planning and are receiving housing assistance, 2-3 instances of homelessness prevented, 2-3 individuals assisted through rapid rehousing

1-2 clients have been moved into the transitional housing program - 1-2 individuals placed in transitional housing

1-2 clients will have completed the 3 month assessments and each will have made progress on one positive self-sufficiency benchmark - 1-2 individuals made progress on self-sufficiency plan

4-5 clients total have received emergency financial assistance

9/30/24 -

8-10 clients total have been onboarded into the program - have completed pre assessments and goal planning and are receiving housing assistance - 8-10 instances of homelessness prevented, 8-10 individuals assisted through rapid rehousing

2-3 clients total have been moved into the transitional housing program - 2 individuals placed in transitional housing

5-6 clients complete the 3 month assessments and each will have made progress on one positive self-sufficiency benchmark - 5-6 individuals have made progress on self-sufficiency plan

10-12 clients total have received emergency financial assistance

12/31/24 -

10-15 clients total have been onboarded into the program - have completed pre assessments and goal planning and are receiving housing assistance - 10-15 instances of homelessness prevented, 10-15 individuals assisted through rapid rehousing

3-4 clients total have been moved into the transitional housing program - 6-8 individuals placed in transitional housing

10-12 clients complete the 3 month assessment and each will have made progress on one positive self-sufficiency benchmark - 10-12 will have met one positive self-sufficiency benchmark

10-15 clients total have received emergency financial assistance

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Agency Defined Performance Measure(s):

Raksha Performance Measures

Number of clients who meet at least one goal set forth in their housing plan

Data will be collected when our Advocates complete 3-month assessments and stored in the Apricot Database client management system. Advocates will talk through the housing plan with the client and identify successes and challenges. Together they will decide whether or not to make adjustments to the plan for the next three month period.

Number of clients who maintain stable housing for at least 6 months during the program

Data will be collected when our Advocates complete 3-month assessments and stored in the Apricot Database client management system. The number of clients who maintain stable housing for six consecutive months during the program will be measured. In order to be flexible to client needs and ensure that clients are able to leave poor living conditions or an abusive landlord, we define stable housing as consistent housing without any periods of homelessness.

Number of clients who report an improvement in sense of well-being

Raksha will administer a pre-post assessment that will include a measure on well-being. Assessments will be administered within one month of beginning the program and within one week of completing the program.

Raksha Performance Measures Milestones

6/30/24 -

1-2 clients will have completed the 3 month assessments and each will have made progress on one housing plan goal - 1-2 individuals made progress on housing plan

9/30/24 -

5-6 clients complete the 3 month assessments and each will have made progress on one housing plan goal - 5-6 individuals have made progress on housing plan

2-3 clients have maintained stable housing for 6 months - 2-3 individuals have maintained stable housing for 6 months

12/31/24 -

10-12 clients complete the 3 month assessment and each will have made progress on one housing plan goal - 10-12 will have met one one housing plan goal.

4-6 clients have maintained stable housing for 6 months - 4-6 individuals have maintained stable housing for 6 months

4-6 clients will complete post assessment - 4-6 clients will report an improvement in sense of well-being

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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

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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.

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ARTICLE III - COMPENSATION FOR SERVICES

(a) Fulton County agrees to pay Contractor a maximum sum of **$35,000.00.**

(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

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(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:

Raksha Inc.
P.O. Box 12337
Atlanta, Georgia 30355

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.

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(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

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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

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(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 **Raksha 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.

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(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

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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

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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.

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STATE OF GEORGIA

COUNTY OF FULTON

FORM F: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services[1] under a contract with **[insert name of prime contractor (Agency)]** Raksha, 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.

205905
EEV/Basic Pilot Program* User Identification Number

Raksha, 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

Aparna Bhattacharyya
Printed Name of Authorized Officer or Agent of Contractor

Sworn to and subscribed before me this 27 day of February, 2024.

Notary Public: Ahmed Shameem Huq

County: Dekalb

Commission Expires: 01/04/2025

AHMED SHAMEEM HUQ NOTARY EXPIRES GEORGIA 4th day of January, 2025 PUBLIC DEKALB COUNTY

[1]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.

[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].

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STATE OF GEORGIA

COUNTY OF FULTON

FORM G: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT

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

205905

EEV/Basic Pilot Program* User Identification Number of Subcontractor

Raksha, Inc

Name of Subcontractor (Individual/Agency)

BY: Authorized Signature Officer or Agent of Subcontractor

Executive Director

Title of Authorized Officer or Agent of Subcontractor

Aparna Bhattacharyya

Printed Name of Authorized Officer or Agent of Subcontractor

Sworn to and subscribed before me this 22 day of February, 2024.

Notary Public: Ahmed Shameem Huq

County: DeKalb

Commission Expires: 01/04/2025

AHMED SHAMEEM HUQ NOTARY PUBLIC EXPIRES GEORGIA 4th day of January, 2025 DEKALB COUNTY

[3]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.

[4]*[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].

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/23/2023

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	**CONTACT NAME:** Joy Chasteen
Chastain & Associates Ins	**PHONE (A/C, No, Ext):** (706) 543-2575 **FAX (A/C, No):** (706) 543-4847
P.O. Box 1908	**E-MAIL ADDRESS:** jchasteen@chastain-assoc.com
Athens GA 30603	
INSURED	
Raksha, Inc.	
P.O. Box 12337	
Atlanta GA 30355	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Security National Insurance Company	19879
INSURER B : Wesco Insurance Company	25011
INSURER C : Technology Insurance Company, Inc.	42376
INSURER D : Travelers Casualty and Surety Company of America	31194
INSURER E :	
INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** CL2382340932 **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	**COMMERCIAL GENERAL LIABILITY** ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:	Y	Y	SPP1780323 04	08/27/2023	08/27/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Social Services	$ 1,000,000 $ 1,000,000 $ 5,000 $ 1,000,000 $ 3,000,000 $ 3,000,000 $ 1,000,000
A	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	Y	Y	SPP1780323 04	08/27/2023	08/27/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	☒ **UMBRELLA LIAB** ☐ OCCUR **EXCESS LIAB** ☐ CLAIMS-MADE ☐ DED ☒ RETENTION $ 10,000	Y	Y	WUM 1930634-02	08/27/2023	08/27/2024	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	KWS1324984	08/27/2023	08/27/2024	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 500,000 $ 500,000 $ 500,000
D	Non-Profit Organization D&O Employment Practices Liability			105670403	08/27/2023	08/27/2024	D&O EPL	$1,000,000 $1,000,000

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

Those usual to the Insured's Operations

CERTIFICATE HOLDER

Fulton County Government, Its Employees, Servants and Agents
141 Pryor St SW
Atlanta GA 30303-3408

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Joy A. Chasteen

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

GENERAL LIABILITY ENHANCEMENT: NONPROFIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

It is understood and agreed that the following extensions only apply in the event that no other specific coverage for the indicated loss exposure is provided under this policy. If such specific coverage applies, the terms, conditions and limits of that coverage are the sole and exclusive coverage applicable under this policy, unless otherwise noted on this endorsement. The following is a summary of the Limits of Insurance and additional coverages provided by this endorsement. **For complete details on specific coverages, consult the policy contract wording.**

Coverage Applicable	Limit of Insurance	Page #
Extended Property Damage	Included	2
Limited Rental Lease Agreement Contractual Liability	$100,000 limit	2
Non-Owned Watercraft	Less than 58 feet	2
Damage to Property You Own, Rent, or Occupy	$50,000 limit	2
Damage to Premises Rented to You	$1,000,000	2
HIPAA	Clarification	3
Medical Payments	$20,000	4
Medical Payments – Extended Reporting Period	3 years	4
Athletic Activities	Amended	4
Supplementary Payments – Bail Bonds	$10,000	4
Supplementary Payment – Loss of Earnings	$1,500 per day	4
Employee Indemnification Defense Coverage	$25,000	4
Key and Lock Replacement – Janitorial Services Client Coverage	$20,000 limit	4
Additional Insured – Newly Acquired Time Period	Amended	5
Additional Insured – Medical Directors and Administrators	Included	5
Additional Insured – Managers and Supervisors (with Fellow Employee Coverage)	Included	5
Additional Insured – Broadened Named Insured	Included	5
Additional Insured – Funding Source	Included	6
Additional Insured – Home Care Providers	Included	6
Additional Insured – Managers, Landlords, or Lessors of Premises	Included	6
Additional Insured – Lessor of Leased Equipment	Included	6
Additional Insured – Grantors of Permits	Included	6
Additional Insured – Vendor	Included	6
Additional Insured – Franchisor	Included	7
Additional Insured – As Required by Contract	Included	7
Additional Insured – Owners, Lessees, or Contractors	Included	7
Additional Insured – State or Political Subdivisions	Included	7
Additional Insured –Trustees, Officials, Members of the Board of Governors, Rabbi, Clergymen or Deacons	Included	8
Duties in the Event of Occurrence, Claim or Suit	Included	8

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Unintentional Failure to Disclose Hazards	Included	8
Transfer of Rights of Recovery Against Others To Us	Clarification	8
Liberalization	Included	8
Bodily Injury – includes Mental Anguish	Included	8
Personal and Advertising Injury – includes Abuse of Process, Discrimination	Included	9
Aggregate Limit Per Location	Included	9

A. Extended Property Damage

Section I – Coverages, Coverage A Bodily Injury and Property Damage Liability, Subsection **2. Exclusions**, Paragraph **a.** is deleted in its entirety and replaced by the following:

a. Expected or Intended Injury

"Bodily injury" or property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

B. Limited Rental Lease Agreement Contractual Liability

Section I – Coverages, Coverage A Bodily Injury and Property Damage Liability, Subsection **2. Exclusions**, Paragraph **b. Contractual Liability** is amended to include the following:

(3) Based on the named insured's request at the time of claim, we agree to indemnify the named insured for their liability assumed in a contract or agreement regarding the rental or lease of a premises on behalf of their client, up to $100,000. This coverage extension only applies to rental lease agreements. This coverage is excess over any renter's liability insurance of the client.

C. Non-Owned Watercraft

Section I – Coverages, **Coverage A Bodily Injury and Property Damage Liability**, Subsection **2. Exclusions,** Paragraph **g. (2)** is deleted in its entirety and replaced by the following:

(2) A watercraft you do not own that is:

(a) Less than 58 feet long; and

(b) Not being used to carry persons or property for a charge;

This provision applies to any person, who with your consent, either uses or is responsible for the use of a watercraft. This insurance is excess over any other valid and collectible insurance available to the insured whether primary, excess or contingent.

D. Damage to Property You Own, Rent or Occupy

Section I – Coverages, **Coverage A Bodily Injury and Property Damage Liability**, Subsection **2. Exclusions**, Paragraph **j. Damage to Property**, Item **(1)** is deleted in its entirety and replaced with the following:

(1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property, unless the damage to property is caused by your client, up to a $50,000 limit. A client is defined as a person under your direct care and supervision.

E. Damage to Premises Rented to You

1. If damage by fire to premises rented to you is not otherwise excluded from this Coverage Part, the word "fire" is changed to "fire, lightning, explosion, smoke, or leakage from automatic fire protective systems" where it appears in:

a. The last paragraph of **Section I – Coverages**, **Coverage A Bodily Injury and Property Damage Liability**, Subsection **2. Exclusions**; is deleted in its entirety and replaced by the following:

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Exclusions **c.** through **n.** do not apply to damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **Section III – Limits of Insurance**.

b. Section III – Limits of Insurance, Paragraph **6**. is deleted in its entirety and replaced by the following:

Subject to Paragraph **5**. above, the Damage To Premises Rented To You Limit is the most we will pay under **Coverage A** for damages because of "property damage" to anyone premises, while rented to you, or in the case of damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems while rented to you or temporarily occupied by you with permission of the owner.

c. Section V – Definitions, Paragraph **9.a**., is deleted in its entirety and replaced by the following:

A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning explosion, smoke, or leakage from automatic fire protective systems to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

2. Section IV – Commercial General Liability Conditions, Subsection **4. Other Insurance**, Paragraph **b. Excess Insurance**, **(1) (a) (ii)** is deleted in its entirety and replaced by the following:

That is insurance for fire, lightning, explosion, smoke, or leakage from automatic fire protective systems for premises rented to you or temporarily occupied by you with permission of the owner;

3. The Damage To Premises Rented To You Limit Section of the Declarations is amended to the greater of:

a) $1,000,000; or

b) The amount shown in the Declarations as the Damage to Premises Rented to You Limit.

This is the most we will pay for all damage proximately caused by the same event, whether such damage results from fire, lightning, explosion, smoke, or leaks from automatic fire protective systems or any combination thereof.

F. HIPAA

Section I – Coverages, **Coverage A Bodily Injury and Property Damage Liability**, is amended as follows:

1. Paragraph **1. Insuring Agreement** is amended to include the following:

We will pay those sums that the insured becomes legally obligated to pay as damages because of a “violation(s)” of the Health Insurance Portability and Accountability Act (HIPAA). We have the right and the duty to defend the insured against any “suit,” “investigation,” or “civil proceeding” seeking these damages. However, we will have no duty to defend the insured against any “suit” seeking damages, “investigation,” or “civil proceeding” to which this insurance does not apply.

2. Paragraph **2. Exclusions** is amended to include the following additional exclusions:

This insurance does not apply to:

a) Intentional, Willful, or Deliberate Violations

Any willful, intentional, or deliberate “violation(s)” by any insured.

b) Criminal Acts

Any “violation” which results in any criminal penalties under the HIPAA.

c) Other Remedies

Any remedy other than monetary damages for penalties assessed.

d) Compliance Reviews or Audits

Any compliance reviews by the Department of Health and Human Services.

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3. **Section V** – **Definitions** is amended to include the following additional definitions:

   a. "Civil proceeding" means an action by the Department of Health and Human Services (HHS) arising out of "violations."

   b. "Investigation" means an examination of an actual or alleged "violation(s)" by HHS. However, "investigation" does not include a Compliance Review.

   c. "Violation" means the actual or alleged failure to comply with the regulations included in the HIPAA.

G. Medical Payments – Limit Increased to $20,000, Extended Reporting Period

If **Coverage C – Medical Payments** is not otherwise excluded from this Coverage Part:

1. The Medical Expense Limit is changed subject to all of the terms of **Section III – Limits of Insurance** to the greater of:

   a. $20,000; or

   b. The Medical Expense Limit shown in the Declarations of this Coverage Part

2. **Section I – Coverage**, **Coverage C Medical Payments**, Subsection **1. Insuring Agreement**, a. (3) (b) is deleted in its entirety and replaced by the following:

   b) The expenses are incurred and reported to us within three years of the date of the Accident.

H. Athletic Activities

Section I – Coverage, **Coverage C Medical Payments**, Subsection **2. Exclusions**, Paragraph **e. Athletic Activities** is deleted in its entirety and replaced with the following:

e. Athletic Activities

To a person injured while taking part in athletics.

I. Supplementary Payments

Section I – Coverages, Supplementary Payments – Coverage A and B are amended as follows:

1.b. is deleted in its entirety and replaced by the following:

1. b. Up to $10,000 for cost of bail bonds required because of accidents or traffic law Violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these.

1.d. is deleted in its entirety and replaced by the following:

1. d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $1,500 a day because of time off from work.

J. Employee Indemnification Defense Coverage

Section I – Coverages, Supplementary Payments – Coverage A and B the following is added:

We will pay, on your behalf, defense costs incurred by an "employee" in a criminal proceeding occurring in the course of employment.

The most we will pay for any "employee" who is alleged to be directly involved in a criminal proceeding is $25,000 regardless of the numbers of "employees," claims or "suits" brought or persons or organizations making claims or bringing "suits.

K. Key and Lock Replacement – Janitorial Services Client Coverage

Section I – Coverages, Supplementary Payments – Coverage A and B is amended to include the following:

We will pay for the cost to replace keys and locks at the "clients" premises due to theft or other loss to keys entrusted to you by your "client," up to a $10,000 limit per occurrence and $20,000 policy aggregate.

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We will not pay for loss or damage resulting from theft or any other dishonest or criminal act that you or any of your partners, members, officers, “employees”, “managers”, directors, trustees, authorized representatives or anyone to whom you entrust the keys of a “client” for any purpose commit, whether acting alone or in collusion with other persons.

The following, when used on this coverage, are defined as follows:

a. "Client" means an individual, company or organization with whom you have a written contractor work order for your services for a described premises and have billed for your services.

b. "Employee" means:

(1) Any natural person:

(a) While in your service or for 30 days after termination of service;

(b) Who you compensate directly by salary, wages or commissions; and

(c) Who you have the right to direct and control while performing services for you; or

(2) Any natural person who is furnished temporarily to you:

(a) To substitute for a permanent "employee" as defined in Paragraph **(1)** above, who is on leave; or

(b) To meet seasonal or short-term workload conditions;

while that person is subject to your direction and control and performing services for you.

(3) "Employee" does not mean:

(a) Any agent, broker, person leased to you by a labor leasing firm, factor, commission merchant, consignee, independent contractor or representative of the same general character; or

(b) Any "manager," director or trustee except while performing acts coming within the scope of the usual duties of an "employee."

c. "Manager" means a person serving in a directorial capacity for a limited liability company.

L. Additional Insureds

Section II – Who Is An Insured is amended as follows:

1. If coverage for newly acquired or formed organizations is not otherwise excluded from this Coverage Part, Paragraph **3.a.** is deleted in it’s entirely and replaced by the following:

a. Coverage under this provision is afforded until the end of the policy period.

2. Each of the following is also an insured:

a. Medical Directors and Administrators – Your medical directors and administrators, but only while acting within the scope of and during the course of their duties as such. Such duties do not include the furnishing or failure to furnish professional services of any physician or psychiatrist in the treatment of a patient.

b. Managers and Supervisors – Your managers and supervisors are also insureds, but only with respect to their duties as your managers and supervisors. Managers and supervisors who are your “employees” are also insureds for “bodily injury” to a co- “employee” while in the course of his or her employment by you or performing duties related to the conduct of your business.

This provision does not change Item 2.a. (1) (a) of form CG 00 01 as it applies to managers of a limited liability company.

c. Broadened Named Insured – Any organization and subsidiary thereof which you control and actively manage on the effective date of this Coverage Part. However, coverage does not apply to any organization or subsidiary not named in the Declarations as Named Insured, if they are also insured under another similar policy, but for its termination or the exhaustion of its limits of insurance.

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d. Funding Source – Any person or organization with respect to their liability arising out of:

(1) Their financial control of you; or

(2) Premises they own, maintain or control while you lease or occupy these premises

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

e. Home Care Providers – At the first Named Insured's option, any person or organization under your direct supervision and control while providing for your private home respite or foster home care for the developmentally disabled.

f. Managers, Landlords, or Lessors of Premises – Any person or organization with respect to their liability arising out of the ownership, maintenance or use of that part of the premises leased or rented to you subject to the following additional exclusions:

This insurance does not apply to:

(1) Any “occurrence” which takes place after you cease to be a tenant in that premises; or

(2) Structural alterations, new construction or demolition operations performed by or on behalf of that person or organization.

g. Lessor of Leased Equipment – Automatic Status When Required in Lease Agreement With You– Any person or organization from whom you lease equipment when you and such person or organization have agreed in writing in a contract or agreement that such person or organization is to be added as an additional insured on your policy. Such person or organization is an insured only with respect to liability for “bodily injury,” “property damage” or “personal and advertising injury” caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

A person’s or organization’s status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any “occurrence” which takes place after the equipment lease expires.

h. Grantors of Permits – Any state or political subdivision granting you a permit in connection with your premises subject to the following additional provision:

(1) This insurance applies only with respect to the following hazards for which the state or political subdivision has issued a permit in connection with the premises you own, rent or control and to which this insurance applies:

(a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures;

(b) The construction, erection, or removal of elevators; or

(c) The ownership, maintenance, or use of any elevators covered by this insurance.

i. Vendors – Only with respect to “bodily injury” or “property damage” arising out of “your products” which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

(1) The insurance afforded the vendor does not apply to:

(a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

(b) Any express warranty unauthorized by you:

(c) Any physical or chemical change in the product made intentionally by the vendor;

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(d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exception contained in Sub- paragraphs (d) or (f); or

(ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing.

j. Franchisor – Any person or organization with respect to their liability as the grantor of a franchise to you.

k. As Required by Contract – Any person or organization where required by a written contract executed prior to the occurrence of a loss. Such person or organization is an additional insured for "bodily injury," "property damage" or "personal and advertising injury" but only for liability arising out of the negligence of the named insured. The limits of insurance applicable to these additional insureds are the lesser of the policy limits or those limits specified in a contract or agreement. These limits are included within and not in addition to the limits of insurance shown in the Declarations

l. Owners, Lessees or Contractors – Any person or organization, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by:

(1) Your acts or omissions; or

(2) The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured when required by a contract.

With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

(a) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

(b) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

m. State or Political Subdivisions – Any state or political subdivision as required, subject to the following provisions:

(1) This insurance applies only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit, and is required by contract.

(2) This insurance does not apply to:

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(a) "Bodily injury," "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or

(b) Bodily injury" or "property damage" included within the "products-completed operations hazard."

n. Your trustees, officials, members of the board of governors, Rabbi, Clergymen or Deacons but only with respect to their duties as such.

M. Duties in the Event of Occurrence, Claim or Suit

Section IV – Commercial General Liability Conditions, Paragraph **2.** Is amended as follows:

a. is amended to include:

This condition applies only when the “occurrence” or offense is known to:

(1) You, if you are an individual

(2) A partner, if you are a partnership; or

(3) An executive officer or insurance manager, if you are a corporation.

b. is amended to include:

This condition will not be considered breached unless the breach occurs after such claim or “suit” is known to:

(1) You, if you are an individual;

(2) A partner, if you are a partnership: or

(3) An executive officer or insurance manager, if you are a corporation.

N. Unintentional Failure To Disclose Hazards

Section IV – Commercial General Liability Conditions, 6. Representations is amended to include the following:

It is agreed that, based on our reliance on your representations as to existing hazards, if you should unintentionally fail to disclose all such hazards prior to the beginning of the policy period of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

O. Transfer of Rights of Recovery Against Others To Us

Section IV – Commercial General Liability Conditions, 8. Transfer of Rights of Recovery Against Others To Us is deleted in its entirety and replaced by the following:

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring “suit” or transfer those rights to us and helps us enforce them.

Therefore, the insured can waive the insurer’s rights of recovery prior to the occurrence of loss, provided the waiver is made in a written contract.

P. Liberalization

Section IV – Commercial General Liability Conditions, is amended to include the following:

If we revise this endorsement to provide more coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

Q. Bodily Injury – Mental Anguish

Section V – Definitions, Paragraph **3.** Is deleted in its entirety and replaced by the following:

“Bodily injury” means:

a. Bodily injury, sickness or disease sustained by a person, and includes mental anguish resulting from any of these; and

b. Except for mental anguish, includes death resulting from the foregoing (Item **a.** above) at any time

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R. Personal and Advertising Injury – Abuse of Process, Discrimination

If **Coverage B Personal and Advertising Injury Liability Coverage** is not otherwise excluded from this Coverage Part, the definition of "personal and advertising injury" is amended as follows:

1. Section V – Definitions, Paragraph 14.b. is deleted in its entirety and replaced by the following:

b. Malicious prosecution or abuse of process;

2. Section V – Definitions, Paragraph 14. is amended by adding the following:

Discrimination based on race, color, religion, sex, age or national origin, except when:

a. Done intentionally by or at the direction of, or with the knowledge or consent of:

(1) Any insured; or

(2) Any executive officer, director, stockholder, partner or member of the insured;

b. Directly or indirectly related to the employment, former or prospective employment, termination of employment, or application for employment of any person or persons by an insured;

c. Directly or indirectly related to the sale, rental, lease or sublease or prospective sales, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured; or

d. Insurance for such discrimination is prohibited by or held in violation of law, public policy, legislation, court decision or administrative ruling.

The above does not apply to fines or penalties imposed because of discrimination.

S. Aggregate Limit Per Location

Section III – Limits of Insurance and **Section V – Definitions**

1. Under **Section III – Limits of Insurance**, the General Aggregate Limit applies separately to each of your "locations" owned by or rented to you.

2. Under **Section V – Definitions**, the following definition is added as follows:

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

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COMMERCIAL LIABILITY UMBRELLA COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section **II** – Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section **V** – Definitions.

SECTION I – COVERAGES

COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

a. We will pay on behalf of the insured the "ultimate net loss" in excess of the "retained limit" because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking damages for such "bodily injury" or "property damage" when the "underlying insurance" does not provide coverage or the limits of "underlying insurance" have been exhausted. When we have no duty to defend, we will have the right to defend, or to participate in the defense of, the insured against any other "suit" seeking damages to which this insurance may apply. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. At our discretion, we may investigate any "occurrence" that may involve this insurance and settle any resultant claim or "suit" for which we have the duty to defend. But:

(1) The amount we will pay for the "ultimate net loss" is limited as described in Section **III** – Limits Of Insurance; and

(2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages **A** or **B.**

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages **A** and **B.**

b. This insurance applies to "bodily injury" or "property damage" that is subject to an applicable "retained limit". If any other limit, such as a sublimit, is specified in the "underlying insurance", this insurance does not apply to "bodily injury" or "property damage" arising out of that exposure unless that limit is specified in the Declarations under the Schedule of "underlying insurance".

c. This insurance applies to "bodily injury" and "property damage" only if:

(1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

(2) The "bodily injury" or "property damage" occurs during the policy period; and

(3) Prior to the policy period, no insured listed under Paragraph **1.a.** of Section **II** – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

d. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph **1.a.** of Section **II** – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.

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e. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph **1.a.** of Section **II** – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

(1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;

(2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or

(3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

f. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

(1) That the insured would have in the absence of the contract or agreement; or

(2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:

(a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and

(b) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

(1) Causing or contributing to the intoxication of any person;

(2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or

(3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in:

(a) The supervision, hiring, employment, training or monitoring of others by that insured; or

(b) Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol;

if the "occurrence" which caused the "bodily injury" or "property damage" involved that which is described in Paragraph **(1), (2)** or **(3)** above.

However, this exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving or furnishing alcoholic beverages.

This exclusion does not apply to the extent that valid "underlying insurance" for the liquor liability risks described above exists or would have existed but for the exhaustion of underlying limits for "bodily injury" and "property damage". To the extent this exclusion does not apply, the insurance provided under this Coverage Part for the liquor liability risks described above will follow the same provisions, exclusions and limitations that are contained in the applicable "underlying insurance", unless otherwise directed by this insurance.

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d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. ERISA

Any obligation of the insured under the Employee Retirement Income Security Act of 1974 (ERISA), and any amendments thereto or any similar federal, state or local statute.

f. Auto Coverages

(1) "Bodily injury" or "property damage" arising out of the ownership, maintenance or use of any "auto" which is not a "covered auto"; or

(2) Any loss, cost or expense payable under or resulting from any first-party physical damage coverage; no-fault law; personal injury protection or auto medical payments coverage; or uninsured or underinsured motorist law.

g. Employer's Liability

"Bodily injury" to:

(1) An "employee" of the insured arising out of and in the course of:

(a) Employment by the insured; or

(b) Performing duties related to the conduct of the insured's business; or

(2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph **(1)** above.

This exclusion applies whether the insured may be liable as an employer or in any other capacity, and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

With respect to injury arising out of a "covered auto", this exclusion does not apply to "bodily injury" to domestic "employees" not entitled to workers' compensation benefits. For the purposes of this insurance, a domestic "employee" is a person engaged in household or domestic work performed principally in connection with a residence premises.

This exclusion does not apply to the extent that valid "underlying insurance" for the employer's liability risks described above exists or would have existed but for the exhaustion of underlying limits for "bodily injury". To the extent this exclusion does not apply, the insurance provided under this Coverage Part for the employer's liability risks described above will follow the same provisions, exclusions and limitations that are contained in the applicable "underlying insurance", unless otherwise directed by this insurance.

h. Employment-related Practices

"Bodily injury" to:

(1) A person arising out of any:

(a) Refusal to employ that person;

(b) Termination of that person's employment; or

(c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or

(2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in Paragraph **(a), (b),** or **(c)** above is directed.

This exclusion applies whether the injury-causing event described in Paragraph **(a), (b)** or **(c)** above occurs before employment, during employment or after employment of that person.

This exclusion applies whether the insured may be liable as an employer or in any other capacity, and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

i. Pollution

(1) "Bodily injury" or "property damage" which would not have occurred in whole or part but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time; or

(2) "Pollution cost or expense".

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This exclusion does not apply if valid "underlying insurance" for the pollution liability risks described above exists or would have existed but for the exhaustion of underlying limits for "bodily injury" and "property damage". To the extent this exclusion does not apply, the insurance provided under this Coverage Part for the pollution risks described above will follow the same provisions, exclusions and limitations that are contained in the applicable "underlying insurance", unless otherwise directed by this insurance.

j. Aircraft Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

(1) A watercraft while ashore on premises you own or rent;

(2) A watercraft you do not own that is:

(a) Less than 50 feet long; and

(b) Not being used to carry persons or property for a charge;

(3) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;

(4) The extent that valid "underlying insurance" for the aircraft or watercraft liability risks described above exists or would have existed but for the exhaustion of underlying limits for "bodily injury" or "property damage". To the extent this exclusion does not apply, the insurance provided under this Coverage Part for the aircraft or watercraft risks described above will follow the same provisions, exclusions and limitations that are contained in the "underlying insurance", unless otherwise directed by this insurance; or

(5) Aircraft that is:

(a) Chartered by, loaned to, or hired by you with a paid crew; and

(b) Not owned by any insured.

k. Racing Activities

"Bodily injury" or "property damage" arising out of the use of "mobile equipment" or "autos" in, or while in practice for, or while being prepared for, any prearranged professional or organized racing, speed, demolition, or stunting activity or contest.

l. War

"Bodily injury" or "property damage", however caused, arising, directly or indirectly, out of:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

m. Damage To Property

"Property damage" to:

(1) Property:

(a) You own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property; or

(b) Owned or transported by the insured and arising out of the ownership, maintenance or use of a "covered auto".

(2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;

(3) Property loaned to you;

(4) Personal property in the care, custody or control of the insured;

(5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

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(6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraph **(2)** of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs **(1)(b), (3), (4), (5)** and **(6)** of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraphs **(3)** and **(4)** of this exclusion do not apply to liability assumed under a written Trailer Interchange agreement.

Paragraph **(6)** of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

n. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

o. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

p. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

(1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or

(2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

q. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

(1) "Your product";

(2) "Your work"; or

(3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

r. Personal And Advertising Injury

"Bodily injury" arising out of "personal and advertising injury".

s. Professional Services

"Bodily injury" or "property damage" due to rendering of or failure to render any professional service. This includes but is not limited to:

(1) Legal, accounting or advertising services;

(2) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings or specifications;

(3) Inspection, supervision, quality control, architectural or engineering activities done by or for you on a project on which you serve as construction manager;

(4) Engineering services, including related supervisory or inspection services;

(5) Medical, surgical, dental, X-ray or nursing services treatment, advice or instruction;

(6) Any health or therapeutic service treatment, advice or instruction;

(7) Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement, or personal grooming or therapy;

(8) Any service, treatment, advice or instruction relating to physical fitness, including service, treatment, advice or instruction in connection with diet, cardiovascular fitness, bodybuilding or physical training programs;

(9) Optometry or optical or hearing aid services including the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products or hearing aid devices;

(10) Body piercing services;

(11) Services in the practice of pharmacy;

(12) Law enforcement or firefighting services; and

(13) Handling, embalming, disposal, burial, cremation or disinterment of dead bodies.

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This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", involved the rendering of or failure to render any professional service.

t. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access or inability to manipulate electronic data.

However, this exclusion does not apply to liability for damages because of "bodily injury".

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

This exclusion does not apply if valid "underlying insurance" for the electronic data risks described above exists or would have existed but for the exhaustion of underlying limits for "bodily injury" and "property damage". The insurance provided under this Coverage Part will follow the same provisions, exclusions and limitations that are contained in the applicable "underlying insurance", unless otherwise directed by this insurance.

u. Recording And Distribution Of Material Or Information In Violation Of Law

"Bodily injury" or "property damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

(1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;

(2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;

(3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or

(4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

a. We will pay on behalf of the insured the "ultimate net loss" in excess of the "retained limit" because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking damages for such "personal and advertising injury" when the "underlying insurance" does not provide coverage or the limits of "underlying insurance" have been exhausted. When we have no duty to defend, we will have the right to defend, or to participate in the defense of, the insured against any other "suit" seeking damages to which this insurance may apply. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. At our discretion, we may investigate any offense that may involve this insurance and settle any resultant claim or "suit" for which we have the duty to defend. But:

(1) The amount we will pay for the "ultimate net loss" is limited as described in Section **III** – Limits Of Insurance; and

(2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages **A** or **B.**

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages **A** and **B.**

b. This insurance applies to "personal and advertising injury" that is subject to an applicable "retained limit". If any other limit, such as a sublimit, is specified in the "underlying insurance", this insurance does not apply to "personal and advertising injury" arising out of that exposure unless that limit is specified in the Declarations under the Schedule of "underlying insurance".

c. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

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2. Exclusions

This insurance does not apply to:

a. "Personal and advertising injury":

(1) Knowing Violation Of Rights Of Another

Caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".

(2) Material Published With Knowledge Of Falsity

Arising out of oral or written publication, in any manner, of material, if done by or at the direction of the insured with knowledge of its falsity.

(3) Material Published Prior To Policy Period

Arising out of oral or written publication, in any manner, of material whose first publication took place before the beginning of the policy period.

(4) Criminal Acts

Arising out of a criminal act committed by or at the direction of the insured.

(5) Contractual Liability

For which the insured has assumed liability in a contract or agreement. This exclusion does not apply to:

(a) Liability for damages that the insured would have in the absence of the contract or agreement.

(b) Liability for false arrest, detention or imprisonment assumed in a contract or agreement.

(6) Breach Of Contract

Arising out of a breach of contract, except an implied contract to use another's advertising idea in your "advertisement".

(7) Quality Or Performance Of Goods – Failure To Conform To Statements

Arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

(8) Wrong Description Of Prices

Arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

(9) Infringement Of Copyright, Patent, Trademark Or Trade Secret

Arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights. Under this exclusion, such other intellectual property rights do not include the use of another's advertising idea in your "advertisement".

However, this exclusion does not apply to infringement, in your "advertisement", of copyright, trade dress or slogan.

(10) Insureds In Media And Internet Type Businesses

Committed by an insured whose business is:

(a) Advertising, broadcasting, publishing or telecasting;

(b) Designing or determining content of web sites for others; or

(c) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs **14.a., b.** and **c.** of "personal and advertising injury" under the Definitions section.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

(11) Electronic Chatrooms Or Bulletin Boards

Arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

(12) Unauthorized Use Of Another's Name Or Product

Arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

(13) Pollution

Arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

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(14) Employment-related Practices

To:

(a) A person arising out of any:

(i) Refusal to employ that person;

(ii) Termination of that person's employment; or

(iii) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or

(b) The spouse, child, parent, brother or sister of that person as a consequence of "personal and advertising injury" to that person at whom any of the employment-related practices described in Paragraph **(i), (ii)** or **(iii)** above is directed.

This exclusion applies whether the injury-causing event described in Paragraph **(i), (ii)** or **(iii)** above occurs before employment, during employment or after employment of that person.

This exclusion applies whether the insured may be liable as an employer or in any other capacity, and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

(15) Professional Services

Arising out of the rendering of or failure to render any professional service. This includes but is not limited to:

(a) Legal, accounting or advertising services;

(b) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings or specifications;

(c) Inspection, supervision, quality control, architectural or engineering activities done by or for you on a project on which you serve as construction manager;

(d) Engineering services, including related supervisory or inspection services;

(e) Medical, surgical, dental, X-ray or nursing services treatment, advice or instruction;

(f) Any health or therapeutic service treatment, advice or instruction;

(g) Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement, or personal grooming or therapy;

(h) Any service, treatment, advice or instruction relating to physical fitness, including service, treatment, advice or instruction in connection with diet, cardiovascular fitness, bodybuilding or physical training programs;

(i) Optometry or optical or hearing aid services including the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products or hearing aid devices;

(j) Body piercing services;

(k) Services in the practice of pharmacy;

(l) Law enforcement or firefighting services; and

(m) Handling, embalming, disposal, burial, cremation or disinterment of dead bodies.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional service.

(16) War

However caused, arising, directly or indirectly, out of:

(a) War, including undeclared or civil war;

(b) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(c) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

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(17) Recording And Distribution Of Material Or Information In Violation Of Law

Arising directly or indirectly out of any action or omission that violates or is alleged to violate:

(a) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;

(b) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;

(c) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or

(d) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

b. "Pollution cost or expense".

SUPPLEMENTARY PAYMENTS – COVERAGES A AND B

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend, when the duty to defend exists:

a. All expenses we incur.

b. Up to $2,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "occurrence" we cover. We do not have to furnish these bonds.

c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $250 a day because of time off from work.

e. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.

f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

2. When we have the right but not the duty to defend the insured and elect to participate in the defense, we will pay our own expenses but will not contribute to the expenses of the insured or the "underlying insurer".

3. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";

b. This insurance applies to such liability assumed by the insured;

c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";

d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;

e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and

f. The indemnitee:

(1) Agrees in writing to:

(a) Cooperate with us in the investigation, settlement or defense of the "suit";

(b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";

(c) Notify any other insurer whose coverage is available to the indemnitee; and

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(d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and

(2) Provides us with written authorization to:

(a) Obtain records and other information related to the "suit"; and

(b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph **2.b.(2)** of Section **I** – Coverage **A** – Bodily Injury And Property Damage Liability, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when we have used up the applicable limit of insurance in the payment of judgments or settlements or the conditions set forth above, or the terms of the agreement described in Paragraph **f.** above, are no longer met.

SECTION II – WHO IS AN INSURED

1. Except for liability arising out of the ownership, maintenance or use of "covered autos":

a. If you are designated in the Declarations as:

(1) An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.

(2) A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.

(3) A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.

(4) An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

(5) A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

b. Each of the following is also an insured:

(1) Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:

(a) "Bodily injury" or "personal and advertising injury":

(i) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" in the course of his or her employment or performing duties related to the conduct of your business or to your other "volunteer workers" while performing duties related to the conduct of your business;

(ii) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph **(a)(i)** above; or

(iii) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph **(a)(i)** or **(ii)** above.

(b) "Property damage" to property:

(i) Owned, occupied or used by;

(ii) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;

you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

(2) Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

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(3) Any person or organization having proper temporary custody of your property if you die, but only:

(a) With respect to liability arising out of the maintenance or use of that property; and

(b) Until your legal representative has been appointed.

(4) Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

c. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

(1) Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

(2) Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

(3) Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

2. Only with respect to liability arising out of the ownership, maintenance or use of "covered autos":

a. You are an insured.

b. Anyone else while using with your permission a "covered auto" you own, hire or borrow is also an insured except:

(1) The owner or anyone else from whom you hire or borrow a "covered auto". This exception does not apply if the "covered auto" is a trailer or semitrailer connected to a "covered auto" you own.

(2) Your "employee" if the "covered auto" is owned by that "employee" or a member of his or her household.

(3) Someone using a "covered auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.

(4) Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company), or a lessee or borrower or any of their "employees", while moving property to or from a "covered auto".

(5) A partner (if you are a partnership), or a member (if you are a limited liability company) for a "covered auto" owned by him or her or a member of his or her household.

(6) "Employees" with respect to "bodily injury" to:

(a) Any fellow "employee" of the insured arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business; or

(b) The spouse, child, parent, brother or sister of that fellow "employee" as a consequence of Paragraph **(a)** above.

c. Anyone liable for the conduct of an insured described above is also an insured, but only to the extent of that liability.

3. Any additional insured under any policy of "underlying insurance" will automatically be an insured under this insurance.

Subject to Section **III** – Limits Of Insurance, if coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

a. Required by the contract or agreement, less any amounts payable by any "underlying insurance"; or

b. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

Additional insured coverage provided by this insurance will not be broader than coverage provided by the "underlying insurance".

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

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SECTION III – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

a. Insureds;

b. Claims made, "suits" brought, or number of vehicles involved; or

c. Persons or organizations making claims or bringing "suits".

2. The Aggregate Limit is the most we will pay for the sum of all "ultimate net loss" under:

a. Coverage **A,** except "ultimate net loss" because of "bodily injury" or "property damage" arising out of the ownership, maintenance or use of a "covered auto"; and

b. Coverage **B.**

3. Subject to Paragraph **2.** above, the Each Occurrence Limit is the most we will pay for the sum of all "ultimate net loss" under Coverage **A** because of all "bodily injury" and "property damage" arising out of any one "occurrence".

4. Subject to Paragraph **2.** above, the Personal And Advertising Injury Limit is the most we will pay under Coverage **B** for the sum of all "ultimate net loss" because of all "personal and advertising injury" sustained by any one person or organization.

5. If there is "underlying insurance" with a policy period that is nonconcurrent with the policy period of this Commercial Liability Umbrella Coverage Part, the "retained limit(s)" will only be reduced or exhausted by payments for:

a. "Bodily injury" or "property damage" which occurs during the policy period of this Coverage Part; or

b. "Personal and advertising injury" for offenses that are committed during the policy period of this Coverage Part.

However, if any "underlying insurance" is written on a claims-made basis, the "retained limit(s)" will only be reduced or exhausted by claims for that insurance that are made during the policy period, or any Extended Reporting Period, of this Coverage Part.

The Aggregate Limit, as described in Paragraph **2.** above, applies separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV – CONDITIONS

1. Appeals

If the "underlying insurer" or insured elects not to appeal a judgment in excess of the "retained limit", we may do so at our own expense. We will also pay for taxable court costs, pre- and postjudgment interest and disbursements associated with such appeal. In no event will this provision increase our liability beyond the applicable Limits of Insurance described in Section **III** – Limits Of Insurance.

2. Bankruptcy

a. Bankruptcy Of Insured

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

b. Bankruptcy Of Underlying Insurer

Bankruptcy or insolvency of the "underlying insurer" will not relieve us of our obligations under this Coverage Part.

However, this insurance will not replace the "underlying insurance" in the event of bankruptcy or insolvency of the "underlying insurer". This insurance will apply as if the "underlying insurance" were in full effect.

3. Duties In The Event Of Occurrence, Offense, Claim Or Suit

a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense, regardless of the amount, which may result in a claim. To the extent possible, notice should include:

(1) How, when and where the "occurrence" or offense took place;

(2) The names and addresses of any injured persons and witnesses; and

(3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. If a claim is made or "suit" is brought against any insured, you must:

(1) Immediately record the specifics of the claim or "suit" and the date received; and

(2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. You and any other involved insured must:

(1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

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(2) Authorize us to obtain records and other information;

(3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and

(4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

4. Legal Action Against Us

No person or organization has a right under this Coverage Part:

a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

5. Other Insurance

a. This insurance is excess over, and shall not contribute with any of the other insurance, whether primary, excess, contingent or on any other basis. This condition will not apply to insurance specifically written as excess over this Coverage Part.

When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

b. When this insurance is excess over other insurance, we will pay only our share of the "ultimate net loss" that exceeds the sum of:

(1) The total amount that all such other insurance would pay for the loss in the absence of the insurance provided under this Coverage Part; and

(2) The total of all deductible and self-insured amounts under all that other insurance.

6. Premium Audit

a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.

b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.

c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

7. Representations Or Fraud

By accepting this policy, you agree:

a. The statements in the Declarations are accurate and complete;

b. Those statements are based upon representations you made to us;

c. We have issued this policy in reliance upon your representations; and

d. This policy is void in any case of fraud by you as it relates to this policy or any claim under this policy.

8. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

a. As if each Named Insured were the only Named Insured; and

b. Separately to each insured against whom claim is made or "suit" is brought.

9. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

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10. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

11. Loss Payable

Liability under this Coverage Part does not apply to a given claim unless and until:

a. The insured or insured's "underlying insurer" has become obligated to pay the "retained limit"; and

b. The obligation of the insured to pay the "ultimate net loss" in excess of the "retained limit" has been determined by a final settlement or judgment or written agreement among the insured, claimant and us.

12. Transfer Of Defense

When the underlying limits of insurance have been used up in the payment of judgments or settlements, the duty to defend will be transferred to us. We will cooperate in the transfer of control to us of any outstanding claims or "suits" seeking damages to which this insurance applies which would have been covered by the "underlying insurance" had the applicable limit not been used up.

13. Maintenance Of/Changes To Underlying Insurance

Any "underlying insurance" must be maintained in full effect without reduction of coverage or limits except for the reduction of the aggregate limit in accordance with the provisions of such "underlying insurance" that results from payment of claims, settlement or judgments to which this insurance applies.

Such exhaustion or reduction is not a failure to maintain "underlying insurance". Failure to maintain "underlying insurance" will not invalidate insurance provided under this Coverage Part, but insurance provided under this Coverage Part will apply as if the "underlying insurance" were in full effect.

If there is an increase in the scope of coverage of any "underlying insurance" during the term of this policy, our liability will be no more than it would have been if there had been no such increase.

You must notify us in writing, as soon as practicable, if any "underlying insurance" is cancelled, not renewed, replaced or otherwise terminated, or if the limits or scope of coverage of any "underlying insurance" is changed.

14. Expanded Coverage Territory

a. If a "suit" is brought in a part of the "coverage territory" that is outside the United States of America (including its territories and possessions), Puerto Rico or Canada, and we are prevented by law, or otherwise, from defending the insured, the insured will initiate a defense of the "suit". We will reimburse the insured, under Supplementary Payments, for any reasonable and necessary expenses incurred for the defense of a "suit" seeking damages to which this insurance applies, that we would have paid had we been able to exercise our right and duty to defend.

If the insured becomes legally obligated to pay sums because of damages to which this insurance applies in a part of the "coverage territory" that is outside the United States of America (including its territories and possessions), Puerto Rico or Canada, and we are prevented by law, or otherwise, from paying such sums on the insured's behalf, we will reimburse the insured for such sums.

b. All payments or reimbursements we make for damages because of judgments or settlements will be made in U.S. currency at the prevailing exchange rate at the time the insured became legally obligated to pay such sums. All payments or reimbursements we make for expenses under Supplementary Payments will be made in U.S. currency at the prevailing exchange rate at the time the expenses were incurred.

c. Any disputes between you and us as to whether there is coverage under this policy must be filed in the courts of the United States of America (including its territories and possessions), Canada or Puerto Rico.

d. The insured must fully maintain any coverage required by law, regulation or other governmental authority during the policy period, except for reduction of the aggregate limits due to payments of claims, judgments or settlements.

Failure to maintain such coverage required by law, regulation or other governmental authority will not invalidate this insurance. However, this insurance will apply as if the required coverage by law, regulation or other governmental authority was in full effect.

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SECTION V – DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:

a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and

b. Regarding web sites, only that part of a web site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

2. "Auto" means:

a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or

b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

3. "Bodily injury" means bodily injury, disability, sickness or disease sustained by a person, including death resulting from any of these at any time. "Bodily injury" includes mental anguish or other mental injury resulting from "bodily injury".

4. "Coverage territory" means anywhere in the world with the exception of any country or jurisdiction which is subject to trade or other economic sanction or embargo by the United States of America.

5. "Covered auto" means only those "autos" to which "underlying insurance" applies.

6. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

7. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.

8. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:

a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or

b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work", or your fulfilling the terms of the contract or agreement.

9. "Insured contract" means:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

b. A sidetrack agreement;

c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;

d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

e. An elevator maintenance agreement;

f. That part of any contract or agreement entered into, as part of your business, pertaining to the rental or lease, by you or any of your "employees", of any "auto". However, such contract or agreement shall not be considered an "insured contract" to the extent that it obligates you or any of your "employees" to pay for "property damage" to any "auto" rented or leased by you or any of your "employees".

g. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraphs **f.** and **g.** do not include that part of any contract or agreement:

(1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;

(2) That pertains to the loan, lease or rental of an "auto" to you or any of your "employees", if the "auto" is loaned, leased or rented with a driver; or

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(3) That holds a person or organization engaged in the business of transporting property by "auto" for hire harmless for your use of a "covered auto" over a route or territory that person or organization is authorized to serve by public authority.

10. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

11. "Loading or unloading" means the handling of property:

a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";

b. While it is in or on an aircraft, watercraft or "auto"; or

c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

12. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;

b. Vehicles maintained for use solely on or next to premises you own or rent;

c. Vehicles that travel on crawler treads;

d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:

(1) Power cranes, shovels, loaders, diggers or drills; or

(2) Road construction or resurfacing equipment such as graders, scrapers or rollers;

e. Vehicles not described in Paragraph **a., b., c.** or **d.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

(1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or

(2) Cherry pickers and similar devices used to raise or lower workers;

f. Vehicles not described in Paragraph **a., b., c.** or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

(1) Equipment designed primarily for:

(a) Snow removal;

(b) Road maintenance, but not construction or resurfacing; or

(c) Street cleaning;

(2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

(3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

13. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

14. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

a. False arrest, detention or imprisonment;

b. Malicious prosecution;

c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;

d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;

e. Oral or written publication, in any manner, of material that violates a person's right of privacy;

f. The use of another's advertising idea in your "advertisement"; or

g. Infringing upon another's copyright, trade dress or slogan in your "advertisement".

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15. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

16. "Pollution cost or expense" means any loss, cost or expense arising out of any:

a. Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

b. Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

17. "Products-completed operations hazard":

a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

(1) Products that are still in your physical possession; or

(2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:

(a) When all of the work called for in your contract has been completed.

(b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.

(c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

b. Does not include "bodily injury" or "property damage" arising out of:

(1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured; or

(2) The existence of tools, uninstalled equipment or abandoned or unused materials.

18. "Property damage" means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or

b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

With respect to the ownership, maintenance or use of "covered autos", property damage also includes "pollution cost or expense", but only to the extent that coverage exists under the "underlying insurance" or would have existed but for the exhaustion of the underlying limits.

For the purposes of this insurance, with respect to other than the ownership, maintenance or use of "covered autos", electronic data is not tangible property.

As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

19. "Retained limit" means the available limits of "underlying insurance" scheduled in the Declarations or the "self-insured retention", whichever applies.

20. "Self-insured retention" means the dollar amount listed in the Declarations that will be paid by the insured before this insurance becomes applicable only with respect to "occurrences" or offenses not covered by the "underlying insurance". The "self-insured retention" does not apply to "occurrences" or offenses which would have been covered by "underlying insurance" but for the exhaustion of applicable limits.

21. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or

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b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent or the "underlying insurer's" consent.

22. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

23. "Ultimate net loss" means the total sum, after reduction for recoveries or salvages collectible, that the insured becomes legally obligated to pay as damages by reason of settlement or judgments or any arbitration or other alternate dispute method entered into with our consent or the "underlying insurer's" consent.

24. "Underlying insurance" means any policies of insurance listed in the Declarations under the Schedule of "underlying insurance".

25. "Underlying insurer" means any insurer who provides any policy of insurance listed in the Schedule of "underlying insurance".

26. "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

27. "Your product":

a. Means:

(1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

(a) You;

(b) Others trading under your name; or

(c) A person or organization whose business or assets you have acquired; and

(2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and

(2) The providing of or failure to provide warnings or instructions.

c. Does not include vending machines or other property rented to or located for the use of others but not sold.

28. "Your work":

a. Means:

(1) Work or operations performed by you or on your behalf; and

(2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and

(2) The providing of or failure to provide warnings or instructions.

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Any person or organization as required by written contract

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective	8/27/2023	Policy No.	KWS1324984	Endorsement No.	0
Insured	RAKSHA, INC.			Premium $	8,520
Insurance Company	AmTrust Insurance Company				

Countersigned by _____

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

OWNER:

FULTON COUNTY, GEORGIA

DocuSigned by:
Robert L. Pitts
BA715B1A26544E7...

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST:

DocuSigned by:
Tonya R. Grier
EEC476C4837648D...

Tonya R. Grier
Clerk to the Commission

DocuSigned by:

(Affix County Seal)

CONTRACTOR:

VENDOR NAME **Raksha, Inc.**

DocuSigned by:
Name of Signatory: Aparna Bhattacharyya
Title of Signatory: Executive Director
E51CED31552248B...

Authorized Signature

ATTEST:

DocuSigned by:
Name of 2nd Signatory: **Hannah Carswell**
Hannah Carswell
Title of 2nd Signatory: **Director of Grants**
DE1ADBF28EFA45B...

Second Authorized Signature

(Affix Corporate Seal, if applicable)

APPROVED AS TO FORM:

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

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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 **Lekotek of Georgia** (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:

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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

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ARTICLE I - PARTIES AND TERM:

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

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

(c) Nothing contained in this Agreement shall be 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: Disabilities

CCSP Funding Priority(ies):

Children and Youth: Not Applicable

Disabilities: Number of caregivers who received support.,Number of Persons with Disabilities (PWD) included in programs due to increased accessibility...,Number of persons without disabilities educated/trained to interact/work with Persons with Disabilities in workplace...,Number of support-advocacy groups/ held for caregiver/parents of youth & adults with disabilities

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Economic Stability: Not Applicable

Health and Wellness: Not Applicable

Homelessness: Not Applicable

Senior Services: Not Applicable

Veterans Services: Not Applicable

Lekotek of Georgia, Lekotek Play/Learning 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
Lekotek of Georgia, Atlanta/Tucker Center	1901 Montreal Road, Suite 126	Tucker	GA	30084	NA	2,3,4,5
Lekotek of Georgia, Alpharetta Center (North Fulton)	284 South Main Street, Suite 1100	Alpharetta	GA	30009	2	1,2
Lekotek of Georgia, Southside Center (South Fulton)	145 Governor's Square, Suite E	Peachtree City	GA	30269	NA	4,5,6

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Approach and Design:

Lekotek of Georgia, Lekotek Play/Learning Program will provide services to **120** clients that reside in Fulton County, with CCSP funding.

Lekotek of Georgia, will provide the following activities and services in Fulton County with CCSP funding:

Activities Provided

Below are the current Lekotek programs offered including age specifications:

- Ages Birth-8
  - Play/Learning Sessions (conducted at Lekotek centers and at home to children who are medically fragile)
  - Small Group Play Dates
- Ages 4-11
  - Summer Camp (2, one-week sessions)
- Ages 8-15
  - Computer Club
- Ages 15+
  - LekoPals (Habima Theatre, sporting events, bowling)
- All Ages
  - Technology/Computer Evaluations
  - Toy/Computer/iPad Loaning (with adaptations as needed)
  - LekoMusic Therapy
  - Happy Tails Pet Therapy
  - Support Groups (for parents and siblings)
  - Family + Community Outings

Activity Implementation

Lekotek facilitates learning and inclusion by creating an environment where all children can be successful. Using toys, technology, and adaptations, children benefiting from Lekotek services reach developmental goals, build self-esteem and become active members of their families, schools, and communities. Program services and accomplishments are listed below:

- Play/Learning Sessions - Each month, families come to Lekotek for an individual, hour-long session with their Lekotek Leader. The Lekotek Leader introduces selected adapted toys, educational materials, iPad, and computer applications to meet the child's individual needs. Adaptations can range from low-tech solutions like puzzles with knobs to high-tech devices like computer Eye Gaze Systems. At the end of each session, families take home materials to continue to use until their next visit where new toys and technology are introduced and loaned.

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- Home Visits - Occasionally, we have families with medically fragile children who are unable to attend our centers. Lekotek Leaders adapt the play environment either virtually via Zoom or at the child's home, to provide engaging activities that may not otherwise be possible. During COVID, home visits to children who are medically fragile were suspended. They have now resumed. Home visits bring a world a play of learning to the child and resources to the family.
- Technology Evaluations - Lekotek conducts technology evaluations to determine how best a child with disabilities can access iPad and computer technology and all its benefits, whether for school or personal use. Examples of adaptations can be as simple as programming menus on iPads, so children who are nonverbal can order their favorite meals independently, or they can be as complex as an PCEye Eye Gaze System for those with limited mobility. This system uses a camera attached to a computer monitor to track the child's pupils. Just by looking, the child can direct the cursor and use a computer. Evaluations explore all options to include children with disabilities in everyday activities.
- Toy, Computer + iPad Loaning - Lekotek centers each have a “play libraries” complete with toys and games to meet a wide range of needs and interests. Additionally, as individuals and businesses upgrade computers, Lekotek receives donated systems. Approximately 200 computer systems and 20 iPads with developmentally appropriate applications are on loan. Both toys and computers can be outfitted with adapted input devices and software designed to meet the child's individual needs.
- LekoPals + Computer Club - Once children graduate from play/learning sessions, they can participate in computer club and LekoPals. Computer Club and Pals facilitate the development of friendships, learning, and recreation for adolescents, teens, and young adults with disabilities. Typical peers from Atlanta area high schools and colleges participate as peer mentors in activities such as computer use and video games, bowling, live stage productions, and movies. These programs foster socialization among older children, allowing them to bond over shared interests and hobbies.
- Play Dates - Play dates are small group play sessions offered throughout the year during school holidays and weekends at many of the Lekotek centers. Play dates allow additional opportunities for families to get together and socialize, while the children are supervised and occupied with fun, stimulating activities.
- Summer Computer Camp – Few summer options exist for children with disabilities. Lekotek Technology Camp caters to children aged 4-11 with disabilities, alongside their siblings and peers. Held for one week in June and one in July, this unique summer experience integrates computers, iPads and smart devices loaded with diverse software and apps, the SMARTboard, and an interactive sensory floor with traditional camp activities such as music, arts and crafts, and special guests. Camp activities enhance literacy, communication, fine motor, cognitive, and recreational skills. It promotes inclusivity by providing an environment where children with and without disabilities can play together and thrive.
- Support Groups - Lekotek programs are unique in that they involve whole family participation. Every other month, Lekotek staff lead monthly support groups both for parents and siblings. Parent Support Groups bring together parents of children with disabilities to connect and share resources. These groups are offered virtually and often include community guest speakers to present on various topics. The Sibling Support Group - Sibshop - allows siblings of children with disabilities to connect, socialize, and share experiences. Lekotek is proud to be a certified Sibshop, based on a program at the University of Washington in Seattle.
- LekoMusic Therapy + Happy Tails Pet Therapy - Music classes are conducted quarterly on Saturday mornings. Using various musical instruments, children learn to follow directions, take turns, and interact with others. Movement activities help strengthen motor skills, while music is a wonderful way to elicit language. Happy Tails Pet Therapy is a nonprofit that Lekotek has had a long-standing partnership since 1991. Happy Tails visits allow

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our children with disabilities to groom, feed, walk, and simply touch the pets to diminish any fear. Research shows that pet therapy helps calm anxieties, facilitates social development, and enhances communication and cognitive abilities.

- Family/Community Events - Outside the center environment, Lekotek organizes community and family programs throughout the year that include rafting, fishing, professional sporting events, theater performances, the zoo, a pumpkin patch, and holiday parties. These events provide Lekotek families with experiences similar to those of any other family in the Atlanta area. With the support of Lekotek staff and necessary modifications, children and families feel supported in community settings, making outings less intimidating. As participation continues to grow, the range of programs offered expands each year, enriching the lives of more families.

Key Performance Indicators

Lekotek's mission and programs align with objectives from Key Performance Indicators 2, 3, and 4.

KPI 2-Prevent health disparities by educating residents and connecting them to available resources

Lekotek works to prevent health disparities by educating residents and connecting them to available community resources including home health agencies, medical and therapy agencies as well as other nonprofits specializing in disability-related services. Additionally, Lekotek improves the County's standing in the County Health Rankings and Roadmaps report specific to social associations with professionals, therapists, students, and other social service organizations to further support families in areas outside of Lekotek's knowledge base.

*Please note that the "Improve the County's standing in the County Health Rankings and Roadmaps report" was not eligible for "saving" from the drop down and N/A was selected as this was the only option to "save".

KPI 3-Help residents realize their educational potential through our community services and library programs

Lekotek influences the literacy objective. Although we do not measure reading skills or graduation rates, many of the websites, software programs, and iPad applications we use help children develop communication, literacy, and cognitive skills as they make academic progress.

KPI 4-Support the vulnerable residents in our social services

Lekotek's mission is to provide community-based services to children with disabilities and their families. The goal of community programs is for families to feel comfortable in the community having a support system that adapts and modifies to meet the needs of their children. Lekotek's community programs help children with disabilities reach their fullest potential and to become as self-sufficient and independent as possible while simultaneously supporting families through connection and relationships with other families and resources.

CSP Funding Priorities

The primary service category that Lekotek aligns with is Disabilities, with specific focus on Priority 1, 2, 3 and 4.

Priority 1 – Early Intervention Services
Play/Learning Sessions are designed as early intervention programs for children birth-8 with disabilities. Sessions promote learning and skill development through play. Adapted toys and technology are our tools to meet a wide range of needs. Research shows that early intervention programs like Lekotek link to academic success.

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Priority 2 – Afterschool, Weekend, Summer Programs + Family Supports
This includes Play Dates (small group play sessions), Happy Tails Pet Therapy, Music Therapy, Summer Camps, Family/Community Activities, and Support Groups. These activities promote social interaction, decrease isolation, develop interpersonal relationships, and promote inclusion.

Priority 3 – Educating/Training
Lekotek provides many opportunities for many typical community members to interact with, learn about and gain a better understanding of people with disabilities. All volunteers are required to go through disability awareness training and volunteer for programs indicated in Priority 2.

Priority 4 - Parent Support

Lekotek provides monthly parent support groups to provide connection, collaboration, and resources for caretakers of children with disabilities. Topics of discussion rotate each month and include financial support, respite services, home health, equipment, alternative social and recreation resources, etc.

Collaborative Partnerships

Lekotek partners with public and private organizations to help children with disabilities reach their fullest potential. Babies Can't Wait, Children's Healthcare of Atlanta, Georgia PINES, The Elaine Clark Center, Center for the Visually Impaired, Marcus Institute, FOCUS, Auditory Verbal Center, public and private schools and independent therapy groups all refer children to Lekotek, knowing they can benefit from our unique services. Lekotek staff are frequently asked to present to groups on adapted toys, technology, and inclusion techniques.

Additionally, Lekotek partners with local colleges and universities. These partnerships impact thousands of children with disabilities by creating new solutions that make a difference for children with disabilities. Lekotek guides and utilizes rehabilitation engineering students to create developmentally appropriate, accessible solutions. Our toy adapting workshops are offered annually for cohorts of 15-30 college students pursuing rehabilitation engineering and therapy domains. Below is how each educational partnership is making a difference:

- Georgia State University - Lekotek shows GSU students that incorporating communication devices/software in conjunction with play helps build speech and language skills. Lekotek shares knowledge and resources with students to use in their practices upon graduation.
- GA Tech - Lekotek identifies the child's needs GA Tech students design and fabricate materials to meet those identified needs. Solutions used in our programs are as unique as the individuals for whom they are created. Engaging students in these projects gives them a fuller understanding of functional differences and helps them become better designers and engineers.
- Brenau and Chattahoochee Tech – Lekotek educates OT students on the relevance of successful play in their future practices with children with disabilities, and methods by which they can make play inclusive and accessible. Through annual toy adapting workshops, OT students not only create their own toys to use in alternative settings but continue to grow in their skills through coursework and practice.

We are all committed to helping all children reach their fullest potential.

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Designation of CSP Funds:

Based on the awarded amount of **$35,000.00,** 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.)	$1,500.00
Operational	$15,500.00
Direct Services	$18,000.00
Total	$35,000.00

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Explanation of Funding Details:

Administrative expenses include partial salary for Executive Director who manages the overall organization, oversees program staff, and provides some direct service.

Operational expenses include partial space rental and utilities for Atlanta, Alpharetta, and Southside centers and supplies for these programs. Office supplies include postage, printing, and copying costs.

Direct Service expenses include salary for Lekotek Leaders providing play/learning sessions, expenses for adapted toys, technology, and software programs used in sessions as well as materials loaned to families. Toys and technology are specially designed to meet the needs of children with a variety of disabilities and are important tools and equipment to facilitate play and learning for children with disabilities. Examples of some of the specialized equipment used are outlined below:

- Adapted switches (buttons) are used as an alternative to turning a toy on or off, to simulate the mouse click, or as a gaming controller. Switches come in varying shapes and styles and can be mounted to desktops or a child's wheelchair. They can also be Bluetooth/wireless connected depending on a child's physical abilities. These tools allow children to access traditionally enjoyed games, otherwise inaccessible.
- Tobii Dynavox PCEye is a form of Eye Gaze technology and comprises of a specialized camera attached to a computer monitor. The camera tracks a child's pupils, allowing the child to interact with a computer in place of a traditional mouse and keyboard. PCEye opens doors for children with limited physical mobility to play on the computer and allows for self-sufficiency to navigate the computer screens easier as well as nurtures confidence to independently make choices. Systems costs upwards of $900 per system without additional software programs.
- Computers with built-in touch windows are needed to help children unable to use a standard keyboard and mouse. The importance of incorporating touch technology offers a natural and direct interaction for children with limited dexterity and coordination. Touch-screen computers provide similar access for independence as the PCEye.
- Subscriptions to educational software programs such as Osmo, Look to Learn, Help Kidz Learn, Shining Learning, etc. allow Lekotek to remain on the cutting edge of evolving technologies. Lekotek uses software that caters to meet each child's individual needs.
- Adapted toys are versatile and interactive. Toys selected are developmentally appropriate for play/learning sessions and often include a multi-sensory experience through music, lights, or movement. Toys can often cost upwards of $100-$300 per unit.

Partial and full scholarships are also available to families in need. No family is denied participation in Lekotek programs due to their inability to pay. Many Lekotek families incur high medical and therapy expenses and to lessen the financial burden, Lekotek works with families to determine the level of assistance needed through scholarship support.

Program Performance Measures:

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Lekotek of Georgia 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 caregivers who received support.,Number of Persons with Disabilities (PWD) included in programs due to increased accessibility...,Number of persons without disabilities educated/trained to interact/work with Persons with Disabilities in workplace...,Number of support-advocacy groups/ held for caregiver/parents of youth & adults with disabilities

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:

Methods + Goals

As part of Lekotek's strategic planning process service impacts and program outcomes are established by the Board. Measuring these goals is accomplished in two ways. A family survey is conducted annually to determine that Lekotek services are meeting the child and families' needs.

The survey analyzes the following:

- Percent of families who play together more often
- Percent of families who provide their child developmentally appropriate toys at home
- Percent of families who have acquired new skills to help their child learn through play
- Percent of families who have increased working knowledge of adapted toys, software, and technology
- Percent of children who have shown increased abilities such as cause and effect, academic, social and computer skills

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- Percent of children who have increased self esteem
- Percent of families who have more information and knowledge of community resources
- Percent of families who feel more comfortable participating in community activities with their child

In addition, the child's Lekotek Leader also charts the child's progress following all play/learning sessions and activities the child has participated in. These notes on account include toys, games and systems used in the session, interactions with the materials as well as with others present in the session, materials loaned, and plans for the next month's session. While goals are not a specific measure for play/learning sessions, sessions may be influenced by goals that a child may be working on in alternative settings like school or therapy.

Milestones

The milestone goals that Lekotek routinely tracks are measured qualitatively with Lekotek Leader play/learning session observations documented in our database (NEON) for each child and quantitatively with a family survey (Constant Contact). The family survey is administered in the fall of each year and reported to the Board in January. Program adaptations are made at that time if necessary and new goals are established for the coming year.

Data Collection Tools

Lekotek uses an anonymous survey using the Constant Contact email marketing tool. The survey is sent to all active families through our database management system (NEON). The survey is sent with three reminders over a two-month period to ensure a robust response rate. Surveys may also be completed in-person at a play/learning sessions.

County Defined Performance Measures

1-Number of Persons with Diabilities (PWD) included in programs due to increased accessibility; physical environment, transportation, housing, alternative communications

Lekotek's mission revolves around fostering inclusive environments where every child can thrive. Our play/learning sessions are personalized to address the unique needs of each individual. No two needs are identical. For instance, a child with visual impairments may benefit from auditory software and specialized toys, while another with cerebral palsy, unable to operate a traditional keyboard or manipulate toys, might find success with computer adaptations or use of the PCEye System. Play/learning sessions are whole family focused and are structured to engage the whole family.

4-Number of persons without disabilities educated/trained to interact/work with Persons with Disabilities (PWD) in the workplace and in the community

Lekotek offers a diverse array of educational opportunities aimed at raising awareness and promoting inclusivity among individuals without disabilities. Many of our initiatives encourage collaboration between those with and without disabilities. High school and college volunteers from the Atlanta area serve as peer mentors in our Computer Clubs, Camps, and LekoPals programs. Lekotek Leaders frequently engage with teachers, therapists, and professionals, providing insights into adaptations and strategies for creating accessible play environments through presentations and personalized meetings. Additionally, our staff actively engage with various organizations and students to promote disability awareness training. Through our partnerships with local colleges and universities, Lekotek conducts toy adapting workshops and provides hands-on experiences for students pursuing careers in special education and allied therapies. These workshops often extend to parents, ensuring their involvement in the process of adapting toys for their children.

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5-Number of support-advocacy groups held for caregiver/parents of youth and adults with disabilities / 6-Number of caregiver who received support

Lekotek offers invaluable support to children, empowering them to learn and flourish through our specialized services. Moreover, our comprehensive approach extends support to the entire family unit, including parents and siblings, who benefit from engaging in our enriching support groups and networking opportunities. Parents often express gratitude for our dedicated staff who not only provide resources but also share insightful strategies to navigate the complexities of caring for a family member with disabilities.

Agency Defined Performance Measure(s):

Agency Defined Performance Measures

We will focus reporting on the following survey outcomes:
1. Percent of families who have acquired new skills that help their child learn through play – goal 90% (currently at 88%)

2. Percent of families that have increased working knowledge of adaptive toys, software and technology – goal 90% (currently at 86%)

3. Percent of families who have more knowledge and information of community resources through involvement in workshops, support groups and community programs – goal 92% (currently at 90%)

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.

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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

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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 **$35,000.00.**

(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.**

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(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.**

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(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:

Lekotek of Georgia
1901 Montreal Road Suite 126
Tucker, Georgia 30084

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.

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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.

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(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 **Lekotek of Georgia**, 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,

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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.

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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.

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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

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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.

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FORM F: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT AND AGREEMENT

Instructions:

Contractors must attest to compliance with the requirements of O.C.G.A 13-10-91 and the Georgia Department of Labor Rule 300-10-01-.02 by executing the Contractor Affidavit provided.

Applicants are required to complete and upload FORM F and FORM G in two (2) places FORM F: 2024 Georgia Security and Immigration Contractor Affidavit and Agreement, and as applicable FORM G: 2024 Georgia Security and Immigration Subcontractor Affidavit. Must use templates provided in the RFP. Previous year forms will not be accepted.
Form F must include name of agency, EEV number, Signature & Notary.
If applicable, Form G must include name, EEV number, and Signature of subcontractor.

Upload 1-Via Purchasing Bid page - BidNet Direct:
https://www.bidnetdirect.com/georgia/fultoncounty
(Note: You will be required to set up a FREE registration with BidNet Direct to use the upload feature)

Upload 2 -Via WebGrants under 2024 CCSP Eligibility Requirements:
https://fulton.dullestech.net

To Complete Fillable Form - Please enter the all required information,

- ✓ Press "**TAB**" key to navigate easily through the form *once you enter your Agency name, it will repopulate throughout the form.*
- ✓ Save as: "Form F Agency Name" as a .pdf version.
- ✓ Print for Signature and Notary.
- ✓ Scan and upload to WebGrants as directed above in "Upload 1 and Upload 2"

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STATE OF GEORGIA

COUNTY OF FULTON

FORM G: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT

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

ELIN1807

EEV/Basic Pilot Program* User Identification Number of Subcontractor

N/A

Name of Subcontractor (Individual/Agency)

BY: Authorized Signature Officer or Agent of Subcontractor

Executive Director

Title of Authorized Officer or Agent of Subcontractor

Helene Prokesch

Printed Name of Authorized Officer or Agent of Subcontractor

Sworn to and subscribed before me this 13th day of February, 2024.

Notary Public: Charity L. Robinson

County: Henry

Commission Expires: 8/9/2025

[3]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.

[4]*[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].

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FORM G: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT

Instructions:

In the event that your company is awarded the contract for this project and will be utilizing the services of any subcontractor(s) in connection with the physical performance of services pursuant to this contract, the following affidavit must be completed by such subcontractor(s). Your company must provide a copy of each such affidavit to Fulton County Government, Department of Purchasing & Contract Compliance with the proposal submittal.

All subcontractor affidavit(s) shall become a part of the contract and all subcontractor(s) affidavits shall be maintained by your company and available for inspection by Fulton County Government at any time during the term of the contract. All subcontractor(s) affidavit(s) shall become a part of any contractor/subcontractor agreement(s) entered into by your company.

Applicants are required to complete and upload FORM F and FORM G in two (2) places FORM F: 2024 Georgia Security and Immigration Contractor Affidavit and Agreement, and as applicable FORM G: 2024 Georgia Security and Immigration Subcontractor Affidavit. Must use templates provided in the RFP. Previous year forms will not be accepted.
Form F must include name of agency, EEV number, Signature & Notary.
If applicable, Form G must include name, EEV number, and Signature of subcontractor.

Upload 1-Via Purchasing Bid page - BidNet Direct:
https://www.bidnetdirect.com/georgia/fultoncounty
(Note: You will be required to set up a FREE registration with BidNet Direct to use the upload feature)

Upload 2 -Via WebGrants under 2024 CCSP Eligibility Requirements:
https://fulton.dullestech.net

To Complete Fillable Form - Please enter the all required information,
- ✓ Press "TAB" key to navigate easily through the form *once you enter your Agency name, it will repopulate throughout the form.*
- ✓ Save as: "Form F Agency Name"
- ✓ Print for Signature and Notary.
- ✓ Scan and upload to WebGrants as directed above in "Upload 1 and Upload 2"

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STATE OF GEORGIA

COUNTY OF FULTON

FORM F: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services[1] under a contract with **[insert name of prime contractor (Agency)]** Lekotek of Georgia 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.

ELIN1807
EEV/Basic Pilot Program* User Identification Number

Lekotek of Georgia
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

Helene Prokesch
Printed Name of Authorized Officer or Agent of Contractor

Sworn to and subscribed before me this 13th day of February, 2024.

Notary Public: Chasity D. Robinson

County: Henry

Commission Expires: 8/9/2025

[1]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.

[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].

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/05/2024

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	CONTACT NAME: Judith Davis, CISR, CPSR	
Hamby & Aloisio Inc. 53 Perimeter Center East #400 Atlanta GA 30346	PHONE (A/C, No, Ext): (770) 551-3270	FAX (A/C, No): (770) 551-3289
	E-MAIL ADDRESS: judith@hains.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Alliance of Nonprofits for Ins.	10023
INSURER B : Technology Insurance Co.	42376
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Lekotek of Georgia, Inc.
1901 Montreal Rd., Ste. 126
Suite 126
Tucker GA 30084

COVERAGES **CERTIFICATE NUMBER:** 2023-2024 **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	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y		2023-26106	08/15/2023	08/15/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Improper Sexual Conduct	$ 1,000,000 $ 500,000 $ 20,000 $ 1,000,000 $ 3,000,000 $ 3,000,000 $ 1,000,000
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			2023-26106	08/15/2023	08/15/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ $ $ $
A	[X] UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			2023-26106-UMB	08/15/2023	08/15/2024	EACH OCCURRENCE AGGREGATE 	$ 1,000,000 $ 1,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		KWC1328212	09/08/2023	09/08/2024	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 500,000 $ 500,000 $ 500,000
A	Directors and Officers Liability			2023-26106	08/15/2023	08/15/2024	Limit	$1,000,000

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

CERTIFICATE HOLDER

Fulton County Government Purchasing Dept.
130 Peachtree Street, SW
Suite 1168
Atlanta GA 30303

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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

OWNER:

FULTON COUNTY, GEORGIA

DocuSigned by:
Robert L. Pitts
BA715B1A26544E7...

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST:

DocuSigned by:
Tonya R. Grier
EEC476C4837648D...

Tonya R. Grier
Clerk to the Commission

DocuSigned by:

(Affix County Seal)

CONTRACTOR:

VENDOR NAME **Lekotek of Georgia**

DocuSigned by: Name of Signatory: Helene Prokesch
Title of Signatory: Executive Director
FD78DADB95434E9...

Authorized Signature

ATTEST:

DocuSigned by: Name of 2nd Signatory: **susan wolkin**
Title of 2nd Signatory: **Board secretary**
863B54CF80B6495...

Second Authorized Signature

(Affix Corporate Seal, if applicable)

APPROVED AS TO FORM:

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

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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 **Rehab and Beyond, 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:

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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

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ARTICLE I - PARTIES AND TERM:

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

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

(c) Nothing contained in this Agreement shall be 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: Health and Wellness

CCSP Funding Priority(ies):

Children and Youth: Not Applicable

Disabilities: Not Applicable

Economic Stability: Not Applicable

Health and Wellness: Number of individuals connected to available resources to help mitigate illness and health disparities

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Homelessness: Not Applicable

Senior Services: Not Applicable

Veterans Services: Not Applicable

Rehab and Beyond, Inc., Indigent Rehabilitative Care program (IRC) 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
Rehab and Beyond, Inc.	3983 Lavista Rd., Suite 128	Tucker	GA	30084	NA	1,2,3,4,5,6

Approach and Design:

Rehab and Beyond, Inc., Indigent Rehabilitative Care program (IRC) will provide services to **220** clients that reside in Fulton County, with CCSP funding.

Rehab and Beyond, Inc., will provide the following activities and services in Fulton County with CCSP funding:

Identifying Specific Activities and Services that will be provided for Health and Wellness:

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Using an integrated wellness approach, Rehab and Beyond combines physical and cognitive rehabilitation therapies, medical exercise, motivation and physician-backed health coaching to improve the quality of life for stroke, brain injury survivors, and people with other disabilities. These services are provided at a designated medical facility by licensed and certified providers at no cost. Our program bridges the recovery gap and transitions participants from patient to self-dependence.

Our programs and services have been expanded and enhanced to reflect a self-dependence model. Under this model, Rehab and Beyond first addresses the basic human need for neurological health and self-dependence that people who are stroke, brain injury survivors, and people with other disabilities. are experiencing, then provides a wide array of professional services to support the individual and address obstacles to self-dependence. This model recognizes those suffering from a stroke, brain injury, and spinal cord injury, is not a minor concern and seeks to provide support services to stroke and brain injury survivors beyond traditional methods.

Identifying how the activities and services will be accomplished:

Rehab and Beyond provides an initial evaluation and assessment of current conditions.

Initial Assessment:

The first step in any rehabilitation program is an assessment to evaluate the patient's overall physical and cognitive abilities. This assessment may include:

A medical history and physical examination

A neurological examination to assess motor skills, sensation, and reflexes

An assessment of the patient's communication and cognitive abilities

An evaluation of the patient's functional abilities, such as mobility, self-care, and activities of daily living.

A questionnaire containing goals and aspirations is given to the stroke, brain injury survivors, and people with other disabilities. to complete.

Goal Setting:

Based on the initial assessment, the rehabilitation team will work with the stroke survivor and their family to establish goals for rehabilitation. These goals should be specific, measurable, achievable, relevant, and time-bound (SMART). Examples of goals might include improving mobility, regaining the ability to speak, or returning to work or hobbies.

A proper therapy treatment plan, based on the needs of the survivor is implemented. During the extended therapy treatment plan, the survivors and caregivers are educated on day-to-day activities(outside of the therapy sessions) to perform that will reinforce the gains that are made in therapy. Survivors and caregivers are introduced to additional resources such as support groups that meet monthly, and equipment resources that provide needed medical equipment such as walkers, wheelchairs, canes, beds, prosthetics and orthotics. Rehab and Beyond will provide access to a community/ free therapy day that is held quarterly, at our clinic by licensed therapists in all areas such as physical therapy, occupational therapy, speech therapy, recreational therapy, and

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rehab training. At this event, low-income uninsured, or underinsured stroke, brain injury survivors and people with other disabilities receive additional free therapy and education of care for survivors and caregivers by providing different fields of rehabilitation. A post-treatment progress report and questionnaire is implemented to ensure benchmarks.

In addition to having a documented evaluation performed on the patient, the patient will receive a start-up questionnaire at the beginning of the treatment plan, to address the area of improvement desired. For example, the patient's goal may be to walk better or change their clothing unassisted. The start-up questionnaire will help assist in finalizing the POC(the plan of care), specific to the patient's desires and needs. Following the final therapy session, which includes a post-therapy progress report, the patient will receive a post-treatment survey on their overall results and satisfaction with the program, so that we can assess qualitative feedback for continued growth and success in our program.

Asking for feedback from the people we serve has shifted power to this population. This helps us to increase our outreach and continue to better our programs and resources. The healthcare that we provide, in combination with needed resources, such as medical equipment, transportation, and caregiving is vital to the total rehabilitation of each participant.

Rehab and Beyond's Proposal addresses three Fulton County "Health and Human Services" Key Performance Indicator(s) (ref. pages 3-4 of CSP manual):

1. **Preventing health disparities by educating residents and connecting them to available resources:**

   In addition to being awarded the Indigent Rehabilitative Care program, the recipient and their caregiver/loved ones are automatically included in our total "community outreach". With our existing partnerships and relationships with medical facilities, organizations and individuals, Rehab and Beyond also provides access to resources, such as support groups, community events, post-incident education, and post-incident resources, for needed medical devices and equipment.

2. **Prevent illness by engaging in healthier behavior:**

   PHYSICIAN-BACKED HEALTH COACHING

   To prevent or repair illnesses by engaging in healthier behavior:

   Rehab and Beyond provides certified Health Education that is physician-backed through the Dr. Sears Wellness Institute. Expert Health and Wellness guidance on creating your own healthy lifestyle change, focusing on Stroke survivors, Traumatic Brain injury survivors, cancer survivors, diabetes, cardiovascular diseases, and other health-related illnesses. Teaching the keys to building a healthy lifestyle that is tailored to you. To achieve weight management, disease prevention/reparation, and practical methods to use towards better health. "You must be your own PCP- (Primary Care Person)" Understanding your own body is paramount in attaining the best health for yourself…

   Rehab and Beyond enforces the message of being primarily responsible in knowing how your body is doing, health-wise. This includes, but not limited to:

- **Weight measurement**

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- **BMI(body mass index) measurement**
- **Body Fat measurement**
- **Blood pressure readings**
- **Blood sugar(glucose) level readings**
- **Oxygen level readings**

3. Supporting the vulnerable residents in our social services: The Indigent Rehabilitative Care program gives access to community-based services for seniors and people with disabilities. Over 50% of the population we serve are seniors. 100% of the population we serve have disabilities. The community(by definition) that Rehab and Beyond serves, are marginalized, historically oppressed racial and ethnic groups. BIPOC (Black, Indigenous, People of Color), Low-income, uninsured, or underinsured stroke, and brain injury survivors, in the state of Georgia. Shared identity with this community is the inability to afford long-term therapy, post-stroke, BI.

Rehab and Beyond's Proposal addresses three CCSP funding priorities as identified by the primary service category selected.

1. **Number of individuals connected to available resources to help mitigate illness and health disparities:**

   The mission of Rehab and Beyond is to provide free therapy to low-income, uninsured, or underinsured stroke and brain injury survivors in the state of Georgia, regardless of circumstances.

Rehab and Beyond provides more than seven instances of community collaborative relationships to assist in addressing the need:

Rehab and Beyond has a long history of developing strong relationships with local partners to help fill gaps in services and bring local expertise to the problems of low-income stroke and brain injury survivors attaining therapeutic services. Local partnering hospitals such as Emory, Shepherd Center, Northside, Grady, and Clarkston Medical Center provide 40 to 50 licensed and certified providers that volunteer their services by providing therapy and post-incident education to the needed survivors. The Dr. Sears wellness institute provides physician-backed health education, while the Trellis Horticultural Therapy Alliance offers social platforms for all participants to continue their recovery, beyond the initial program. Georgia State University Occupational Therapy Department provides resources such as opportunities for stroke and brain injury survivors to participate in research programs to further enhance the rehabilitation process, in addition to collaborating with our facility on community partnerships and education for their students, student fieldwork, and students' capstone endeavors. Fodac and Anytime Fitness provide needed equipment to our facility and survivors in need to further and enhance rehabilitative care. Finally, Rehab and Beyond is an active member of several stroke and brain injury surviving support groups, where we provide rehabilitative education, free therapy, and host events.

1. **Emory Rehabilitation Hospital: "Emory Rehabilitation Hospital combines the convenience and comfort of community-based care with national clinical expertise and experience in providing comprehensive medical rehabilitation.**
2. **Clarkston Medical Center: "Clarkston Community Health Center (CCHC) is a 501c(3) tax-exempt comprehensive free/charitable health clinic with a mission to be a state-of-the-art, culturally and**

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linguistically competent health care facility to provide a medical home to the uninsured and underserved residents of Clarkston and surrounding communities. CCHC opened its doors in 2015 and has served over 6,500 patients over the years" Our partnership was formed in 2021.

3. **The Dr. Sears Wellness Institute: "The Dr. Sears Wellness Institute offers certified health coach programs for individuals and professionals who are passionate about joining the health and wellness field." Our partnership was formed in 2011, with Dr. Bill Sears as one of our current board members, and our director being a certified Health coach with The Dr. Sears Wellness Institute.**
4. **Georgia State University Occupational Therapy Department: "The mission of the Georgia State University Department of Occupational Therapy is to improve human lives through innovations in research, community engagement, and education in occupational therapy and rehabilitation in general.**
5. **Fodac: "Friends of Disabled Adults and Children exists to glorify God by enhancing the quality of life for those who are mobility-impaired due to any physical disability, illness, or injury. Fodac provides needed medical equipment to our disabled community.**
6. **Rehab and Beyond is a clinical affiliate of the Byrdine F. Lewis College of Nursing and Health Profession and provides a fieldwork site for the Board of Regents of the University System of Georgia by and on behalf of Georgia State University.**
7. **Rehab and Beyond is a clinical affiliate of Emory University School of Medicine's Doctor of Physical Therapy Program. PT neuro residents, provide treatment to underserved Stroke and Brain injury survivors at the Rehab and Beyond Clinic.**

Designation of CSP Funds:

Based on the awarded amount of **$45,000.00,** 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.).

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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.)	$1,845.00
Operational	$0.00
Direct Services	$43,155.00
Total	$45,000.00

Explanation of Funding Details:

DIRECT SERVICES – $43,155 (95.9% of funds allocated) will be utilized in DIRECT SERVICES:

Through the Indigent Rehabilitative Care program, marginalized, historically oppressed racial and ethnic groups. BIPOC (Black, Indigenous, People of Color) low-income, uninsured, or underinsured stroke and brain injury

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survivors receive free therapeutic services in the form of rehab training, physical therapy, speech therapy, occupational therapy, and/or recreational therapy.

Rehab and Beyond will serve patients of Fulton County in need by using an integrated wellness approach, Rehab and Beyond combines physical and cognitive rehabilitation therapies, medical exercise, motivation, and physician-backed health coaching to improve the quality of life for stroke and brain injury survivors. These services are provided at a designated medical facility by licensed and certified providers at no cost. Our program bridges the recovery gap and transitions participants from patient to self-dependence.

Rehab and Beyond provides an initial evaluation and assessment of current conditions. A questionnaire containing goals and aspirations is given to the stroke or brain injury survivor to complete. A proper therapy treatment plan, based on the needs of the survivor is implemented. During the extended therapy treatment plan, the survivors and caregivers are educated on day-to-day activities(outside of the therapy sessions) to perform that will reinforce the gains that are made in therapy. Survivors and caregivers are introduced to additional resources such as support groups that meet monthly, and equipment resources that provide needed medical equipment such as walkers, wheelchairs, canes, beds, prosthetics, and orthotics. Rehab and Beyond will provide access to a community/ free therapy day that is held quarterly, at our clinic by licensed therapists in all areas such as physical therapy, occupational therapy, speech therapy, recreational therapy, and rehab training. At this event, low-income uninsured or underinsured stroke and brain injury survivors receive additional free therapy and education of care for survivors and caregivers by providing different fields of rehabilitation.

Day of Rehab takes place once per quarter, every year(4 times per year). This event is held on a Saturday. This event features a live benefit concert, twice per year. From the hours of 10 am to 4 pm, we provide free therapy to uninsured or underinsured low-income stroke and brain injury survivors. This event is also a fundraiser. We raise funds to award extended treatment plans to needed stroke or brain injury survivors. This event takes place at our outpatient clinic located at 3983 Lavista Road Suite 128 Tucker, Georgia 30084. Providers from our clinic and providers from surrounding/partnering rehabilitation hospitals report to our facility, volunteer, and provide therapy in the form of physical therapy, occupational therapy, speech therapy, recreation therapy, and rehab training. Each therapy session that is provided, last anywhere from 45 minutes to 1 hour, per patient. A post-treatment progress report and questionnaire is implemented to ensure benchmarks.

Through Rehab and Beyond's, Indigent Rehabilitation Services, low-income, uninsured, or underinsured stroke and brain injury survivors receive free therapeutic services in the form of rehab training, physical therapy, speech therapy, occupational therapy, and/or recreational therapy. In addition to our staff and through our clinical partnership with Emory University School of Medicine, Department of Rehabilitation Medicine, and Division of Physical Therapy, licensed faculty/physical therapists and their accompanying physical therapy students provide therapy to this population at our designated clinic, during the week, and at our community events. In providing quality healthcare and educating the next generation of therapists, this partnership has become extremely valuable by increasing the availability of Indigent Healthcare services. Through our clinical partnership with Georgia State University Byrdine F. Lewis of Nursing and Health Professionals Occupational Therapy Division, licensed faculty/Occupational therapists and their accompanying occupational therapist students provide therapy and research studies available to stroke and brain injury survivors. In addition, Rehab and Beyond is an intern

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site for these students in providing an Applied Learning Experience, while offering a robust team of providers to be available to our Indigent stroke and brain injury survivors.

In addition to being awarded the Indigent Rehabilitation Services program, the recipient and their caregiver/loved ones are automatically included in our total "community outreach". With our existing partnerships and relationships with medical facilities, organizations, and individuals, Rehab and Beyond also provides access to resources, such as support groups, community events, post-incident education, and post-incident resources, for needed medical devices and equipment. Our case manager takes attendance at each session and logs the attendance against the treatment plan developed specifically for each stroke and/or brain injury survivor. If the patient is falling behind in their participation, the case manager and/or director will reach out to the patient to develop a plan to get them back on track.

In addition to having a documented evaluation performed on the patient, the patient will receive a start-up questionnaire at the beginning of the treatment plan, to address the area of improvement desired. Following the final therapy session, which includes a post-therapy progress report, the patient will receive a post-treatment survey on their overall results and satisfaction with the program, so that we can assess qualitative feedback for continued growth and success in our program.

All services are provided at scheduled times throughout the week at our facility located in Tucker, Ga. Typically, a survivor will be provided therapeutic services for 1 to 4 months and Rehab and Beyond will continue to provide education, "Day of Rehab" (quarterly free therapy events) accessibility, and other resources after the extended treatment plan has been implemented.

ADMINISTRATIVE – $2,050 (4.1% of funds allocated) will be utilized in ADMINISTRATIVE COST: Administrative will facilitate details below:

In our Indigent Rehabilitative Care program, the expectation is that 80% of participants will obtain self-dependence abilities within 2 months. We also recognize that participation in the program imparts physical, cognitive, and educational skills that will benefit participants throughout their lives, so we expect participation at 90% of the scheduled therapy sessions. Our case manager takes attendance at each session and logs the attendance against the treatment plan developed specifically for each stroke and/or brain injury survivor. If the patient is falling behind in their participation, the case manager and/or director will reach out to the patient to develop a plan to get them back on track.

For example, a patient may temporarily lose sight of the value and importance of making all therapy appointments, to produce optimal progression. Hearing from staff members has been very effective with each patient staying consistent.

Qualitative Feedback from patients

In addition to having a documented evaluation performed on the patient, the patient will receive a start-up questionnaire at the beginning of the treatment plan, to address the area of improvement desired. For example, the patient's goal may be to walk better or change their clothing unassisted. The start-up questionnaire will help

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assist in finalizing the POC(the plan of care), specific to the patient's desires and needs. Following the final therapy session, which includes a post-therapy progress report, the patient will receive a post-treatment survey on their overall results and satisfaction with the program, so that we can assess qualitative feedback for continued growth and success in our program.

Asking for feedback from the people we serve has shifted power to this population. This helps us to increase our outreach and continue to better our programs and resources. The healthcare that we provide, in combination with needed resources, such as medical equipment, transportation, and caregiving is vital to the total rehabilitation of each participant.

Rehab and Beyond's outreach to target Fulton County participants includes an active link on our website named "free therapy". Through this link, low-income, uninsured, or underinsured stroke and brain injury survivors will complete a form and be immediately added to our database of participants in need of therapy. We also have social media platforms, with stroke and brain injury survivors as the majority of followers. We have built an email list of participants who are part of this targeted population. Finally, our partnerships with local rehabilitation hospitals and support groups, allow us to further expose our services to this needed population.

OPERATIONAL cost: $0 (0% will be needed in operational costs). Direct services and Administrative costs(only) are needed in the function of the Indigent Rehabilitative Care program

Diversity, Equity, and Inclusion

The Rehab and Beyond Foundation impacts and includes a robust variety of community members, from diverse walks of life. To start, some of our board members are African Americans, have spouses and children with disabilities, one member with a gender-identified son, one board member is in an openly disclosed same-sex marriage(including multiple volunteer therapists in same-sex marriages), and a myriad of different religious beliefs. We pride ourselves in not only serving this diverse community but being this diverse community. Second, we provide therapy, resources, information about rehabilitation, opportunities to volunteer and provide community events that stimulate social interactions of all walks of life. We also ask those with disabilities to volunteer at our community event, named “Day of Rehab”.

Partnership & Volunteers

Rehab and Beyond has a long history of developing strong relationships with local partners to help fill gaps in services and bring local expertise to the problems of low-income stroke and brain injury survivors attaining therapeutic services. Local partnering hospitals such as Emory, Shepherd Center, Northside, Grady, and Clarkston Medical center provide 40 to 50 licensed and certified providers that volunteer their services by providing therapy and post-incident education to the needed survivors. The Dr. Sears wellness institute provides physician-backed health education, while the Trellis Horticultural Therapy Alliance offers social platforms for all participants to continue their recovery, beyond the initial program. Georgia State University Occupational Therapy Department provides resources such as opportunities for stroke and brain injury survivors to participate

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in research programs to further enhance the rehabilitation process, in addition to collaborating with our facility on community partnerships and education for their students, student fieldwork, and students capstone endeavors. Fodac and Anytime Fitness provide needed equipment to our facility and survivors in need to further and enhance the rehabilitative care. Finally, Rehab and Beyond is an active member of several stroke and brain injury surviving support groups, where we provide rehabilitative education, free therapy, and host events.

- **Emory Rehabilitation Hospital: "Emory Rehabilitation Hospital combines the convenience and comfort of community-based care with national clinical expertise and experience in providing comprehensive medical rehabilitation. Our unique combination of programs better serves patient needs while helping individuals and their families set goals and plan for the future." Our partnership was formed in 2016. Rehab and Beyond hosts Stroke survivor support group meetings at Emory Rehabilitaion hospital on a regular basis. These meetings provide services such as health education, low-impact group exercises for stroke and brain injury, health education giveaways, free therapy provided to participants, and access to all events, outside of the Emory Rehabilitation Hospital, that are hosted by Rehab and Beyond. Emory Rehabilitation Hospital has donated medical equipment to the Rehab and Beyond free therapy clinic and provides volunteer therapist to participate at our clinic on a regular basis. Emory Rehabilitation Hospital has been a consistent sponsor of monetary gifts to our foundation, since the development of our partnership, in 2016. Rehab and Beyond has also engaged with C.A.R.F.(Commission Accreditation of Rehabilitative Facilities) on behalf of Emory Rehabilitation Hospital.**

- **Sheperd Center: "Shepherd Center is a private, not-for profit hospital in Atlanta, Georgia. Founded in 1975, the 152-bed hospital focuses on the medical treatment, research and rehabilitation for people with spinal cord injury and disease, acquired brain injury, multiple sclerosis, chronic pain and other neuromuscular problems." Our partnership was formed in 2018. Rehab and Beyond has engaged in several meetings with Shepherd Center to enhance the need care for those that suffer from stroke and brain injury. Therapist from Shepherd Center volunteer at Rehab and Beyond events on a regular basis.**

- **Northside Hospital: "The Northside Hospital System is a network of hospitals and medical facilities in Georgia, United States. Its specialties include oncology, gynecology, neurology, orthopedic surgery and gastroenterology." Our partnership was formed in 2016. Rehab and Beyond has hosted stroke support group meetings, provided health education, and other resources, during our partnership. Therapist from Northside Hospital volunteer at Rehab and Beyond Events on a regular basis.**

- **Clarkston Medical Center: "Clarkston Community Health Center (CCHC) is a 501c(3) tax-exempt comprehensive free/charitable health clinic with a mission to be a state-of-the-art, culturally and linguistically competent health care facility to provide a medical home to the uninsured and underserved residents of Clarkston and surrounding communities. CCHC opened its doors in 2015 and has served over 6,500 patients over the years" Our partnership was formed in 2021. Rehab and Beyond and Clarkston Medical Center meet on a consistent basis to enhance our programs and increase our outreach to the underserved community.**

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- **The Dr. Sears Wellness Institute: "The Dr. Sears Wellness Institute offers certified health coach programs for individuals and professionals who are passionate about joining the health and wellness field." Our partnership was formed in 2011, with Dr. Bill Sears as one of our current board members, and our director being a certified Health coach with The Dr. Sears Wellness Institute. The Dr. Sears Wellness Institute has been very instrumental in the success of the Rehab and Beyond outreach program. The Dr. Sears Wellness Institute has provided health education materials to the population that we serve and are actively involved in our outreach programs.**

- **Trellis Horticultural Therapy Alliance: "Trellis uses the power of gardening and nature to improve the lives of people living with disabilities.**

- **Georgia State University Occupational Therapy Department: "The mission of the Georgia State University Department of Occupational Therapy is to improve human lives through innovations in research, community engagement, and education in occupational therapy and rehabilitation in general. We will prepare highly competent and ethical entry-level occupational therapist in the delivery of evidence-based, culturally competent, and compassionate care to improve the health and independence of individual and community within a technological and globally diverse environment. Georgia State University Occupational Therapy Department provides Occupational therapy students to volunteer and licensed graduates to provide therapy at our clinic. Rehab and Beyond provides a patient/reasearch facility connections to assist in improving rehabilitative programs for Srtoke an Brain injury survivors.**

- **Fodac: "Friends of Disabled Adults and Children exists to glorify God by enhancing the quality of life for those who are mobility-impaired due to any physical disability, illness, or injury. Fodac provides needed medical equipment to our diabled community. Rehab and Beyond and Fodac partner to increase the exposure of this resource to the stroke and brain injury surviving community. Fodac is a consistent supporter of our charitable events.**

- **Anytime Fitness: "Anytime Fitness is a franchise of 24-hour health and fitness clubs". Anytime Fitness donates needed exercise machines and other health equipment to the Rehab and Beyond free therapy clinic.**

Clinic / Service Partnerships

Rehab and Beyond is a clinical affiliate of the Byrdine F. Lewis College of Nursing and Health Profession and provides a fieldwork site for the Board of Regents of the University System of Georgia by and on behalf of Georgia State University. Rehab and Beyond provides "ALE"(the "Applied Learning Experience") to designated students to further their education, moving forward to establishing and being a licensed provider.

In addition, translating the research interventions into clinical practice to maximize outcomes for our current and future patients.

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Rehab and Beyond is a clinical affiliate of Emory University School of Medicine Doctor of Physical Therapy Program. PT neuro residents, provide treatment to underserved Stroke and Brain injury survivors at the Rehab and Beyond Clinic. The allocation of these services take place each quarter of the year, at our community events named, "Day of Rehab", and periodically during the week.

Program Performance Measures:

Rehab and Beyond, Inc. agrees to track and report program performance to the Fulton County Department of Community Development.

County Defined Performance Measure(s):

Children and Youth: Not Applicable

Disabilities: Not Applicable

Economic Stability: Not Applicable

Health and Wellness: Number of individuals connected to available resources to help mitigate illness and health disparities

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:

Providing a clear explanation of the methods to be used and the specific goals to be obtained:

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Through the Indigent Rehabilitative Care program, marginalized, historically oppressed racial and ethnic groups. BIPOC (Black, Indigenous, People of Color) low-income, uninsured, or underinsured stroke and brain injury survivors receive free therapeutic services in the form of rehab training, physical therapy, speech therapy, occupational therapy, and/or recreational therapy.

In addition to being awarded the Indigent Rehabilitative Care program, the recipient and their caregiver/loved ones are automatically included in our total "community outreach". With our existing partnerships and relationships with medical facilities, organizations and individuals, Rehab and Beyond also provides access to resources, such as support groups, community events, post-incident education, and post-incident resources, for needed medical devices and equipment.

In our Indigent Rehabilitative Care program, the expectation is that 80% of participants will obtain self-dependence abilities within 2 months. We also recognize that participation in the program imparts physical, cognitive, and educational skills that will benefit participants throughout their lives, so we expect participation at 90% of the scheduled therapy sessions. Our case manager takes attendance at each session and logs the attendance against the treatment plan developed specifically for each stroke and/or brain injury survivor. If the patient is falling behind in their participation, the case manager and/or director will reach out to the patient to develop a plan to get them back on track.

For example, a patient may temporarily lose sight of the value and importance of making all therapy appointments, to produce optimal progression. Hearing from staff members has been very effective with each patient staying consistent.

Providing a clear description of the major milestones to be achieved with and including supporting schedule:

In addition to having a documented evaluation performed on the patient, the patient will receive a start-up questionnaire at the beginning of the treatment plan, to address the area of improvement desired. For example, the patient's goal may be to walk better or change their clothing unassisted. The start-up questionnaire will help assist in finalizing the POC(the plan of care), specific to the patient's desires and needs. Following the final therapy session, which includes a post-therapy progress report, the patient will receive a post-treatment survey on their overall results and satisfaction with the program, so that we can assess qualitative feedback for continued growth and success in our program.

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Identifying the specific data collection tool(s)/ source(s) used to report progress on performance measures

Rehab and Beyond utilizes an EHR system. An Electronic Health Record (EHR) is an electronic version of a patients medical history, that is maintained by the provider over time, and may include all of the key administrative clinical data relevant to that persons care under a particular provider, including demographics, progress notes, problems, medications, vital signs, past medical history, immunizations, laboratory data and radiology reports The EHR automates access to information and has the potential to streamline the clinician's workflow. The EHR also has the ability to support other care-related activities directly or indirectly through various interfaces, including evidence-based decision support, quality management, and outcomes reporting.

EHRs are the next step in the continued progress of healthcare that can strengthen the relationship between patients and clinicians. The data, and the timeliness and availability of it, will enable providers of Rehab and Beyond to make better decisions and provide better care.

For example, the EHR can improve patient care by:

- **Reducing the incidence of medical error by improving the accuracy and clarity of medical records.**
- **Making the health information available, reducing duplication of tests, reducing delays in treatment, and patients well informed to make better decisions.**
- **Reducing medical errors by improving the accuracy and clarity of medical records.**

In addition to having a documented evaluation performed on the patient, the patient will receive a start-up questionnaire at the beginning of the treatment plan, to address the area of improvement desired. For example, the patient's goal may be to walk better or change their clothing unassisted. The start-up questionnaire will help assist in finalizing the POC(the plan of care), specific to the patient's desires and needs. Following the final therapy session, which includes a post-therapy progress report, the patient will receive a post-treatment survey on their overall results and satisfaction with the program, so that we can assess qualitative feedback for continued growth and success in our program.

Rehab and Beyond selects three County defined performance measures to report on during the contract period, as identified by the primary service category selected:

- **Number of individuals connected to available resources to help mitigate illness and health disparities: Through our elaborate Electronic Health Record system(EHR) and our initial questionnaire form, followed by post questionnaire form, we will be able to measure these reports.**
- **Number of individuals who report or demonstrate improved health-related outcomes or other "quality of life" measures: Through our elaborate Electronic Health Record system(EHR) and our initial questionnaire form, followed by a post questionnaire form, we will be able to measure these reports.**
- **Number of Persons with Disabilities who can focus on overall wellness, including better management of their disability: Through our elaborate Electronic Health Record system(EHR) and our initial questionnaire form, followed by post questionnaire form, we will be able to measure these reports.**

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Rehab and Beyond provides three agency-defined performance measures to report on during the contract period.

Rehab and Beyond will utilize the reporting system as County defined performance measures...

Agency Defined Performance Measure(s):

N/A

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).

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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

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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 **$45,000.00.**

(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

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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

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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:

Rehab and Beyond, Inc.
3983 Lavista Rd. Suite 128
Tucker, Georgia 30084

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

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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

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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 **Rehab and Beyond, 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

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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

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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

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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.

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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.

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STATE OF GEORGIA

COUNTY OF FULTON

FORM F: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services[1] under a contract with **[insert name of prime contractor (Agency)]** Rehab and Beyond, 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.

2366586
EEV/Basic Pilot Program* User Identification Number

Rehab and Beyond, 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

Stan Maddox
Printed Name of Authorized Officer or Agent of Contractor

Sworn to and subscribed before me this 9th day of Feb, 2024.

Notary Public: R Bhagat

County: Gwinnett

Commission Expires: 05/20/2027

R BHAGAT NOTARY EXPIRES GEORGIA 05/20/2027 PUBLIC GWINNETT COUNTY

[1]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.

[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].

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STATE OF GEORGIA

COUNTY OF FULTON

FORM G: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT

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

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

N/A
Name of Subcontractor (Individual/Agency)

N/A
BY: Authorized Signature Officer or Agent of Subcontractor

N/A
Title of Authorized Officer or Agent of Subcontractor

N/A
Printed Name of Authorized Officer or Agent of Subcontractor

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

Notary Public: _____

County: _____

Commission Expires: _____

[3]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.

[4]*[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].

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ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/04/2024

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

StateFarm®

Jeremy Higginbotham
4973 W Broad Street
Sugar Hill GA 305184609

CONTACT NAME: Anthony Harris
PHONE (A/C, No, Ext): 770-800-0060 FAX (A/C, No):
E-MAIL ADDRESS: thomas.a.harris.vafuds@statefarm.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : State Farm Fire and Casualty Company	25143
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

REHAB AND BEYOND
3983 LAVISTA RD STE 128
TUCKER GA 300845151

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

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

INSR LTR	TYPE OF INSURANCE	ADD INSD	SUB WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	N	N	91-J5-E363-5	05/01/2024	05/01/2025	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	[X] UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $	N	N	91-KL-Z589-5 F	06/04/2024	06/04/2025	EACH OCCURRENCE	$ 1,000,000
							AGGREGATE	$ 1,000,000
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] PER STATUTE [ ] OTH-ER	$
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

CERTIFICATE HOLDER

Fulton County Government
141 Pryor St. SW
Atlanta GA 30303-3408

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Completed by an authorized State Farm representative. If signature is required, please contact a State Farm agent.

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ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/24/2024

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		
Affinity Insurance Services, Inc. 1100 Virginia Drive, Suite 250 Fort Washington, PA 19034-3278	CONTACT NAME: Customer Service PHONE (A/C, No, Ext): 1-888-288-3534 FAX (A/C, No): E-MAIL ADDRESS: customer.service@hpsocover.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : American Casualty Company of Reading, PA	20427
INSURED Rehab and Beyond Inc 3983 Lavista Road Suite 128 Tucker, GA 30084	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						X PER STATUTE ☐ OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liability	X		0740520644	05/02/2024	05/02/2025	Liability (Each claim): $1,000,000 Liability (Aggregate): $3,000,000	

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

Fulton County Government-Purchasing Department, 130 Peachtree St, S.W. Suite 1168, Atlanta GA 30303-3459 is listed as an Additional Insured with respect to the Professional Liability per the policy©s terms and conditions.

CERTIFICATE HOLDER	CANCELLATION
Fulton County Government-Purchasing Department 130 Peachtree St S.W. Suite 1168 Atlanta, GA 30303- 3459	**SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.** **AUTHORIZED REPRESENTATIVE** *Affinity Insurance Services, Inc.*

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/24/2024

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PRODUCER	CONTACT NAME:	
COVERWALLET INC 01216910 PO BOX 6718 MSC17837 SOMERSET NJ 08865	PHONE (A/C, No, Ext): (646) 844-9933	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC#
	INSURER A : Hartford Accident and Indemnity Company	22357
INSURED REHAB AND BEYOND INC 3983 LAVISTA RD STE 128 TUCKER GA 30084-5151	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

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

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INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/Y YY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	
	CLAIMS-MADE / OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	
							MED EXP (Any one person)	
							PERSONAL & ADV INJURY	
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	
	POLICY / PRO-JECT / LOC						PRODUCTS - COMP/OP AGG	
	OTHER:							
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	
	ANY AUTO						BODILY INJURY (Per person)	
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB / **EXCESS LIAB** — OCCUR / CLAIMS-MADE						EACH OCCURRENCE	
							AGGREGATE	
	DED / RETENTION $							
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY**						X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N	N/A		01 WEC BG5A1J	05/24/2024	05/24/2025	E.L. EACH ACCIDENT	$500,000
	(Mandatory in NH)						E.L. DISEASE -EA EMPLOYEE	$500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$500,000

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

Those usual to the Insured's Operations.

CERTIFICATE HOLDER

Fulton County Government
141 PRYOR ST SW
ATLANTA GA 30303

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Susan L. Castaneda

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CERTIFICATE OF LIABILITY INSURANCE

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PRODUCER

State Farm®

Jeremy Higginbotham
4973 W Broad Street
Sugar Hill GA 305184609

CONTACT NAME: Anthony Harris
PHONE (A/C, No, Ext): 770-800-0060 **FAX (A/C, No):**
E-MAIL ADDRESS: thomas.a.harris.vafuds@statefarm.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : State Farm Fire and Casualty Company	25143
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

REHAB AND BEYOND
3983 LAVISTA RD STE 128
TUCKER GA 300845151

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

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

INSR LTR	TYPE OF INSURANCE	ADD INSD	SUB WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	N	N	91-J5-E363-5	05/01/2024	05/01/2025	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] PER STATUTE [ ] OTH-ER	$
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

CERTIFICATE HOLDER

Fulton County Government
141 Pryor St. SW
Atlanta GA 30303-3408

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Completed by an authorized State Farm representative. If signature is required, please contact a State Farm agent.

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Re: Request for Business Automobile Liability Insurance Waiver - CCSP recipient - Rehab and Beyond- Approved

Stan Maddox <stanmaddox@rehabandbeyond.org>
Tue 6/4/2024 1:14 PM
To:Edwards, Doris <Doris.Edwards@fultoncountyga.gov>

Received. Thank you again.
Have a great day.

Meet Us
Coach Stan Maddox
Director
1.833.887.3422 (office)
678.691.2615 (fax)
770.899.6364 (direct)
stanmaddox@rehabandbeyond.org
3983 Lavista Rd. Suite 128
Tucker, Ga. 30084
www.rehabandbeyond.org

"The meaning of life is to find your gift, the purpose of life is to give it away."
Pablo Picasso

Rehab and Beyond
Getting Beyond Stroke & Brain Injury

Platinum Transparency 2024
Candid.

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From: Edwards, Doris <Doris.Edwards@fultoncountyga.gov>
Sent: Tuesday, June 4, 2024 12:22 PM
To: Stan Maddox <stanmaddox@rehabandbeyond.org>

Subject: FW: Request for Business Automobile Liability Insurance Waiver - CCSP recipient - Rehab and Beyond-Approved

The request for waiver is **approved**. As evidence of this waiver approval, please include this email with the COI as one document. Thanks

Doris Edwards CPM®
Grant Administrator
Youth and Community Services Division | Department of Community Development
137 Peachtree Street, SW, Atlanta | Georgia 30303
404-613-8998 (office) | 404-612-3474 (efax)
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From: Williams, Cherie <Cherie.Williams@fultoncountyga.gov>
Sent: Tuesday, June 4, 2024 11:10 AM
To: Edwards, Doris <Doris.Edwards@fultoncountyga.gov>
Subject: RE: Request for Business Automobile Liability Insurance Waiver - CCSP recipient - Rehab and Beyond-Approved

Good morning Doris,

I am in receipt of Rehab and Beyond's request of waiver for automobile liability. Based on the information provided below, the request for waiver is approved. As evidence of this waiver approval, please ask the agency to include this email with the COI as one document.

Thank you!

Cherie Williams
Program Manager
Youth and Community Services Division | Department of Community Development
404-612-5348 (office) | 404-612-1109 (efax)
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From: Edwards, Doris <Doris.Edwards@fultoncountyga.gov>
Sent: Tuesday, June 4, 2024 10:26 AM
To: Williams, Cherie <Cherie.Williams@fultoncountyga.gov>
Subject: FW: Request for Business Automobile Liability Insurance Waiver - CCSP recipient - Rehab and Beyond

GM Cherie,

Rehab and Beyond is requesting a Waiver Automobile Liability Insurance. Thanks

Doris Edwards CPM®
Grant Administrator
Youth and Community Services Division | Department of Community Development
137 Peachtree Street, SW, Atlanta | Georgia 30303
404-613-8998 (office) | 404-612-3474 (efax)
Connect with Fulton County:
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E-News

From: Stan Maddox <stanmaddox@rehabandbeyond.org>
Sent: Tuesday, June 4, 2024 9:38 AM
To: Edwards, Doris <Doris.Edwards@fultoncountyga.gov>
Subject: Request for Business Automobile Liability Insurance Waiver - CCSP recipient - Rehab and Beyond

Good morning, Doris

Rehab and Beyond (Agency) is requesting a Waiver, Regarding the Business Automobile Liability Insurance requirement. Here are the details of our request:

- We are a free healthcare clinic that provides therapy to underserved Stroke, Brain injury survivors, and other disabilities.
- All patients report to our outpatient clinic, by their means of transportation.
- We do not provide any transportation and do not operate non-owned, owned, or hired automobiles for transportation or providing care.

Thank you

Meet Us
Stan Maddox CHC,PRT
Director
1.833.887.3422 (office)
678.691.2615 (fax)
770.899.6364 (direct)
stanmaddox@rehabandbeyond.org
3983 Lavista Rd. Suite 128
Tucker, Ga. 30084
www.rehabandbeyond.org

"The meaning of life is to find your gift, the purpose of life is to give it away."

Pablo Picasso

Rehab and Beyond
Getting Beyond Stroke & Brain Injury

Platinum Transparency 2024

Candid.

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

OWNER:

FULTON COUNTY, GEORGIA

DocuSigned by:
Robert L. Pitts
BA715B1A26544E7...

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST:

DocuSigned by:
Tonya R. Grier
EEC476C4837648D...

Tonya R. Grier
Clerk to the Commission

DocuSigned by:

(Affix County Seal)

CONTRACTOR:

VENDOR NAME **Rehab and Beyond, Inc.**

DocuSigned by: Name of Signatory: Stan Maddox
Stan Maddox
A0A8235FD64A47C...
Title of Signatory: Executive Director

Authorized Signature

ATTEST:

DocuSigned by: Name of 2nd Signatory: **Jeff Sanders**
Jeff Sanders
2C4144D3C83A448...
Title of 2nd Signatory: **Chief Financial Officer**

Second Authorized Signature

(Affix Corporate Seal, if applicable)

APPROVED AS TO FORM:

DocuSigned 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:**_____ **REGULAR MEETING**	**ITEM#:** 24-0350 **2ND RM:** 5/15/2024 **SECOND REGULAR MEETING**

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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 **Summerhill Neighborhood Development Corporation** (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:

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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

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ARTICLE I - PARTIES AND TERM:

(a) Fulton County, through its YCS, retains Contractor, and Contractor accepts retention by Fulton County to render the services as hereinafter defined and required; to perform such services in a manner and to the extent required by the parties herein; and as may be hereafter amended or extended in writing by mutual agreement of the parties.

(b) The Chairperson of the Board of Directors for the Contractor or authorized representative (hereinafter "Board Chair") represents that she/he is authorized to bind and enter into contracts on behalf of Contractor, including this Agreement.

(c) Nothing contained in this Agreement shall be 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: Health and Wellness

CCSP Funding Priority(ies):

Children and Youth: Not Applicable

Disabilities: Not Applicable

Economic Stability: Not Applicable

Health and Wellness: Number of individuals connected to available resources to help mitigate illness and health disparities,Number of individuals participating in programs focusing on

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financial literacy and wellness,Number of individuals who report or demonstrate improved health-related outcomes or other “quality of life” measures

Homelessness: Not Applicable

Senior Services: Not Applicable

Veterans Services: Not Applicable

Summerhill Neighborhood Development Corporation, SNDC Healthy Living Initiative 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
The Summerhill Neighborhood Development Corporation	211 Georgia Ave SE	Atlanta	GA	30312	4	4
Martin Street Plaza Apartments	600 Martin St. SE	atlanta	ga	30312	4	4
Community Garden	440 Connally St. SE	Atlanta	GA	30312	4	4
Georgia Avenue High Rise	174 Georgia Avenue, SE	Atlanta	GA	30312	4	4

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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
Carter Developmnent	39 Georgia Ave SE, Suite 200	Atlanta	GA	30312	4	4
Phoenix II Park	141 Martin SE	Atlanta	GA	30312	4	4
Cheyney Stadium	741 Connally St. SE	Atlanta	GA	30312	4	4

Approach and Design:

Summerhill Neighborhood Development Corporation, SNDC Healthy Living Initiative will provide services to **180** clients that reside in Fulton County, with CCSP funding.

Summerhill Neighborhood Development Corporation, will provide the following activities and services in Fulton County with CCSP funding:

Our approach and design stand out because we concentrate our efforts within a single area, aiming to uplift the entire community in one unified push. Collaborating with numerous non-profit and grassroots initiatives, we orchestrate events and initiatives to maximize their impact. Our overarching objective is to foster synergy within the community, ensuring that various efforts work together harmoniously to drive overall growth and transformation.

Through our experiences, we've learned that addressing singular outcomes often overlooks the complex realities individuals face. Helping a child improve reading skills may not translate to academic success if they lack proper nourishment. Similarly, providing food assistance to a struggling mother may prove pointless if she lacks the mental and emotional support to utilize it effectively. Recognizing the interconnectedness of issues, our role as community navigators is to adapt and expand our programming to address the multifaceted needs identified through data-driven analysis.

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While the concept of wrap-around services is not new, our approach seeks to leverage it uniquely to mitigate the adverse effects of gentrification and redefine community engagement. We envision a community where diverse backgrounds converge to support one another across various domains, breaking down silos and fostering true diversity and equity. Central to this vision is our commitment to improving health outcomes and promoting overall well-being, recognizing that true community vitality stems from ensuring individuals are happy, healthy, and whole.

Approach and Design for SNDC Healthy Living Initiative:

1. Ongoing Initiatives:

a. Community Garden:

- Objective: Address food insecurity by promoting access to fresh produce and educating residents on sustainable gardening practices. Programming that promotes communty by bringing together people with the focus on increasing their mental wellness through community engagement.
- KPI: Percentage of residents experiencing food insecurity.
- Collaboration: Partnering with Good Food Green City and Food Well Alliance to provide educational workshops and resources on gardening and nutrition.

b. Summerhill Festival:

- Objective: Increase community engagement and wellness awareness through an annual festival offering health screenings and educational workshops.
- KPI: Number of residents with comorbidity accessing health screenings and services.
- Collaboration: Collaborate with healthcare providers, including Chris 180 and The Center for Black Women's Wellness, to offer health screenings and referrals on the spot.(Two additional partnerships that we are working on is with Grady Hospital and Piedmont Urgent Care. We recently partnered with them and Organized Neighbors of Summerhill to sponsor a fundraising run in the community and we have feel confident they will partner with us for upcoming health events. Additionally, Piedmont Urgent Care recently moved into the Summerhill Community and has expressed a desire for community outreach.)

c. Weekly Community Food Bank:

- Objective: Address food insecurity by providing a weekly distribution of nutritious food to residents in need.
- KPI: Percentage of residents experiencing food insecurity.
- Collaboration: We provide referrals to Chris 180 weekly based on our clients who come to the food bank.

d. Weekly Exercise "10 Again" Classes:

- Objective: Improve physical fitness and mental stimulation through weekly exercise classes incorporating language learning.
- KPI: Percentage of residents engaged in regular physical activity.
- Collaboration: We partner with the community coordinator for Atlanta Housing Authority to use their facilities and offer classes for the Seniors who live in their Georgia Avenue Development as well as in the area.

e. The Stitch it 2'em Classes:

- Objective: Enhance literacy and creativity skills in children aged 5-18 through sewing and fashion design classes.
- KPI: Percentage of children meeting target literacy levels.
- Collaboration: Colloborate with King middle to get recommendations for the program.

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f. Financial Literacy Workshops:

- Objective: Empower residents with financial knowledge and skills to make informed decisions and achieve financial stability.
- KPI: Percentage of residents with improved financial literacy.
- Collaboration: We have a working relationship with Chase Bank, and Center Parc Credit Union, both banking institutions in the communty, that come out to provide financial literacy workshops.

2. Collaborative Approach:

- Engagement Events: Host collaborative events such as health fairs and community workshops where residents can access multiple services and resources in one location.
- Cross-Program Promotion: Promote awareness and participation in each initiative through cross-program collaboration and joint marketing efforts.
- Resource Sharing: Share resources and expertise among collaborating organizations to maximize impact and efficiency in addressing community needs.
- Data Sharing and Evaluation: Establish mechanisms for data sharing and evaluation among collaborating partners to track progress towards KPIs and adjust strategies as needed.
- Community Involvement: Engage community members in the planning and implementation of initiatives to ensure their needs and preferences are addressed effectively.

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

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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.)	$2,000.00
Operational	$24,500.00
Direct Services	$13,500.00
Total	$40,000.00

Explanation of Funding Details:

Budget Allocation:

1. **Administrative Expenses**:**$2,000**

- Executive Director Salary: $2,000

- Total Administrative Expenses: $2,000 (5% of $40,000)

2. **Operational Expenditures: $24,500**

- Website Redesign and Development: $3,500

- Lease of Garden Land: $1,000

- Utilities (water, cable, security, power, gas, pest control): $10,000

-Insurance-$2538

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-Accounting-$1750

- Office Supplies: $1766.00

- Catalogues: $2,000

- Signage: $2,000

3.**Direct Service Expenditures: $13,500**.

- Interactive Whiteboard: $2,500

- Health and Fitness Class Contract Fees: $900

-Cost of Food for food bank-$1200

- Educational Materials: $2,500

- Transportation of Food: $2,000

- Shelving, Bags, and Boxes for Food Distribution: $3,000

- Gardening Materials and Supplies: $2,700

Total Budget Allocation: $40,000

The allocated budget of $40,000 is carefully distributed across administrative expenses, operational expenditures, and direct service expenditures to effectively support our mission and facilitate the expansion of programming at SNDC.

Administrative expenses receive $5,000 to cover essential administrative functions for the Executive Director's salary, This role plays a crucial part in ensuring the smooth operation and management of our organization, providing a strong foundation to support our community initiatives.

Operational expenditures are allocated $24,500 to enhance our operational capacity and infrastructure. This includes investments in critical areas such as website redesign and development, lease of garden land, utilities, office supplies, catalogues, and signage. These expenditures enable us to improve communication channels, optimize physical spaces, and streamline administrative processes, ultimately enhancing our service delivery to the community.

$13,500, is allocated towards direct service expenditures. This includes a wide range of initiatives aimed at directly serving and empowering our community members. Investments in educational materials, health and fitness class contract fees, provision of food for workshops, and transportation services for food distribution.

Overall, this budget allocation underscores our commitment to maximizing the impact of our programming by investing in essential administrative functions, strengthening operational capacity, and expanding direct service offerings. By strategically allocating resources across these areas, we strive to advance our mission of fostering a happier, healthier, and more connected community at SNDC.

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Program Performance Measures:

Summerhill Neighborhood Development Corporation agrees to track and report program performance to the Fulton County Department of Community Development.

County Defined Performance Measure(s):

Children and Youth: Not Applicable

Disabilities: Not Applicable

Economic Stability: Not Applicable

Health and Wellness: Number of individuals connected to available resources to help mitigate illness and health disparities,Number of individuals participating in programs focusing on financial literacy and wellness,Number of individuals receiving referrals to behavioral health and other supportive services,Number of individuals who report increased knowledge around reducing the risk of acquiring or transmitting HIV,Number of individuals who report or demonstrate improved health-related outcomes or other "quality of life" measures

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:

Performance Measures:

1. Number of Individuals Connected to Available Resources:
   - Measure: Count the number of individuals who have been connected to available resources aimed at mitigating illness and health disparities.
   - Data Source: Documentation of referrals made to community resources and support services.
   - Target: Increase the number of individuals connected to resources by 10% compared to the previous year.

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2. Number of Individuals Demonstrating Improved Health-Related Outcomes:
- Measure: Assess the number of individuals reporting or demonstrating improved health-related outcomes or other quality of life measures.
- Data Source: Pre- and post-program assessments, surveys, and health records.
- Target: Achieve a 25% increase in the number of individuals demonstrating improved health-related outcomes compared to baseline measures.

3.. Number of Individuals Participating in Financial Literacy and Wellness Programs:
- Measure: Monitor the number of individuals actively participating in financial literacy and wellness programs.
- Data Source: Program attendance records, participation logs, and surveys.
- Target: Increase program participation by 15% compared to the previous year.

These performance measures will allow us to track the effectiveness of our initiatives in addressing key health and wellness priorities and ensure that we are making meaningful impacts on the lives of community members.

Agency Defined Performance Measure(s):

Program-Specific Performance Measures for SNDC:

1. Community Garden Program:
- Measure: Number of community members actively involved in garden maintenance and cultivation.
- Data Source: Garden membership records, volunteer logs, and attendance sheets.
- Target: Increase active participation by 10% annually through targeted outreach and engagement efforts.

2. Weekly Food Bank Program:
- Measure: Number of individuals served by the food bank each week.
- Data Source: Food distribution logs and client sign-in sheets.
- Target: Maintain consistent service levels while aiming for a 5% increase in individuals served annually.

3. Monthly Exercise "10 Again" Classes:
- Measure: Attendance rates for weekly exercise classes across different age groups.
- Data Source: Class attendance records and participant feedback surveys.
- Target: Achieve a minimum attendance rate of 80% across all age groups per class session.

4. Stitch-it 2 'Em Classes and Financial Literacy Workshops:
- Measure: Number of children and parents enrolled in Stitch-it 2 'Em classes and financial literacy workshops.
- Data Source: Enrollment records and workshop attendance logs.
- Target: Increase enrollment by 15% annually through targeted outreach to schools and community organizations.

5. Summerhill Festival and Community Events:
- Measure: Attendance numbers and community feedback on festival and event satisfaction.

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- Data Source: Event registration, attendance counts, and post-event surveys.
- Target: Maintain or increase attendance levels while ensuring 90% satisfaction rates based on feedback.

6. Health and Wellness Outreach Events:
- Measure: Number of individuals reached through health and wellness outreach events.
- Data Source: Outreach event attendance records and participant feedback.
- Target: Reach a minimum of 500 individuals annually through targeted health and wellness outreach efforts.

7. Community Literature and Marketing Efforts:
- Measure: Effectiveness of community literature and marketing materials in increasing program awareness.
- Data Source: Website analytics, social media engagement metrics, and community feedback surveys.
- Target: Achieve a 20% increase in website visits and social media engagement annually.

These program-specific performance measures will allow SNDC to track the effectiveness of each initiative and make data-driven decisions to enhance program outcomes and impact within the community.

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

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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.

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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.

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(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:

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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:

Summerhill Neighborhood Development Corporation
211 Georgia Ave SE
Atlanta, Georgia 30312

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

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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.

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(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 **Summerhill Neighborhood Development Corporation**, 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.

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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.

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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.

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(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

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date of this Agreement shall apply, unless otherwise expressly stated.

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STATE OF GEORGIA

COUNTY OF FULTON

FORM F: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services[1] under a contract with **[insert name of prime contractor (Agency)]** The Summerhill Neighborhood Development Corporation 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.

581945573

EEV/Basic Pilot Program* User Identification Number

The Summerhill Neighborhood Development Corporation

Name of Contractor (Agency)

Cheron Pitchford

BY: Authorized Signature of Officer or Agent of Contractor

Executive Director

Title of Authorized Officer or Agent of Contractor of Contractor

Cheron Pitchford

Printed Name of Authorized Officer or Agent of Contractor

Sworn to and subscribed before me this 26 day of February, 2024.

Notary Public:

County: Cobb

Commission Expires: Feb 5 2028

RAVEN ROSS NOTARY PUBLIC COBB COUNTY GA EXP. FEB. 5, 2028

[1]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.

[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].

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STATE OF GEORGIA

COUNTY OF FULTON

FORM G: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services[3] under a contract with **[insert name of prime contractor (Agency)]** Summerhill Neighborhood Development Corporation on behalf of **Fulton County Government** has registered with and is participating in a federal work authorization program*,[4] in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

N/A

EEV/Basic Pilot Program* User Identification Number of Subcontractor

N/A

Name of Subcontractor (Individual/Agency)

Cheron Pitchford

BY: Authorized Signature Officer or Agent of Subcontractor

Executive Director

Title of Authorized Officer or Agent of Subcontractor

Cheron Pitchford

Printed Name of Authorized Officer or Agent of Subcontractor

Sworn to and subscribed before me this 22 day of February, 2024.

Notary Public:

County: Cobb

Commission Expires: Feb 5 2028

RAVEN ROSS NOTARY PUBLIC COBB COUNTY, GA EXP. FEB. 5, 2028

[3]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.

[4]*[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].

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SUMME7

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/23/2024

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
InsureZone.com of Texas, Inc. dba AgentSecure.com 550 Bailey Ave., Ste 150 Fort Worth, TX 76107	PHONE (A/C, No, Ext): 866 243-5934	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : United States Liability Ins. Co.	
INSURED Summer Hill Neighborhood Development Corp 211 GEORGIA AVE SE ATLANTA, GA 30312	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	Y		NPP1630684	04/12/2024	04/12/2025	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
							MED EXP (Any one person)	$5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$1,000,000
	POLICY PRO-JECT LOC						GENERAL AGGREGATE	$2,000,000
	OTHER:						PRODUCTS - COMP/OP AGG	$INCLUDED
								$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N / A					E.L. EACH ACCIDENT	$
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$
A	Professional E&O			NPP1630684	04/12/2024	04/12/2025	Each Incident$1,000,000 Aggregate: $2,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder is shown as additional insured as their interest may appear.

CERTIFICATE HOLDER

FULTON COUNTY GOVERNMENT
141 PRYOR ST SW
Atlanta, GA 30303

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

John F. Pergande

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Client#: 169859 SUMME7

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/23/2024

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
InsureZone.com of Texas, Inc. dba AgentSecure.com 550 Bailey Ave., Ste 150 Fort Worth, TX 76107	PHONE (A/C, No, Ext): 866 243-5934	FAX (A/C, No):
	E-MAIL ADDRESS:	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : United States Liability Ins. Co.	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Summer Hill Neighborhood Development Corp
211 GEORGIA AVE SE
ATLANTA, GA 30312

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y		NPP1630684	04/12/2024	04/12/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $100,000 $5,000 $1,000,000 $2,000,000 $INCLUDED
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	X UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION $	Y		NPP1630684	06/05/2024	04/12/2025	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					☐ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
A	Professional E&O			NPP1630684	04/12/2024	04/12/2025	Each Incident$1,000,000 Aggregate: $2,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate holder is shown as additional insured as their interest may appear.

CERTIFICATE HOLDER

FULTON COUNTY GOVERNMENT
141 PRYOR ST SW
Atlanta, GA 30303

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
John F. Pegado

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SGR

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FW: Waiver request- Summerhill Neighborhood Development Corporation Approved

Edwards, Doris <Doris.Edwards@fultoncountyga.gov>
Mon 6/3/2024 3:09 PM

To:Cheron Pitchford <Cpitchford@thesndc.org>

Your waiver request has been **approved**. Please ask include this email as evidence of wavier approval along with the Certificate of Insurance as one document.

Doris Edwards CPM®
Grant Administrator
Youth and Community Services Division I Department of Community Development
137 Peachtree Street, SW, Atlanta I Georgia 30303
404-613-8998 (office) I 404-612-3474 (efax)
Connect with Fulton County:
Website I Facebook I Twitter I Instagram I FGTV I #OneFulton E-News

From: Williams, Cherie <Cherie.Williams@fultoncountyga.gov>
Sent: Monday, June 3, 2024 3:06 PM
To: Edwards, Doris <Doris.Edwards@fultoncountyga.gov>
Subject: RE: Waiver request- Summerhill Neighborhood Development Corporation Approved

Hi Doris,

I am in receipt of the letter requesting a waiver (contents of letter below) of Workmen's Compensation from the Summerhill Neighborhood Development Corp. Based on the agency having one employee, their waiver request is approved. Please ask the agency to include this email as evidence of wavier approval along with the Certificate of Insurance as one document.

Date: 6/3/2024

DocuSign Envelope ID: D080CEBA-571E-4CE2-84B0-ED6CC8987020

Client#: 169859 SUMME7

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/23/2024

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
InsureZone.com of Texas, Inc.
dba AgentSecure.com
550 Bailey Ave., Ste 150
Fort Worth, TX 76107

CONTACT NAME:
PHONE (A/C, No, Ext): 866 243-5934 FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : United States Liability Ins. Co.	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Summer Hill Neighborhood
Development Corp
211 GEORGIA AVE SE
ATLANTA, GA 30312

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	Y		NPP1630684	04/12/2024	04/12/2025	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						MED EXP (Any one person)	$5,000
	POLICY PRO-JECT LOC						PERSONAL & ADV INJURY	$1,000,000
	OTHER:						GENERAL AGGREGATE	$2,000,000
							PRODUCTS - COMP/OP AGG	$INCLUDED
								$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N / A					E.L. EACH ACCIDENT	$
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional E&O			NPP1630684	04/12/2024	04/12/2025	Each Incident$1,000,000 Aggregate: $2,000,000	

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CERTIFICATE HOLDER

FULTON COUNTY GOVERNMENT
141 PRYOR ST SW
Atlanta, GA 30303

CANCELLATION

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AUTHORIZED REPRESENTATIVE
John F. Pergado

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DocuSign Envelope ID: D080CEBA-571E-4CE2-84B0-ED6CC8987020

FW: Waiver request- Summerhill Neighborhood Development Corporation Approved

Edwards, Doris <Doris.Edwards@fultoncountyga.gov>
Mon 6/3/2024 3:09 PM

To:Cheron Pitchford <Cpitchford@thesndc.org>

Your waiver request has been **approved**. Please ask include this email as evidence of wavier approval along with the Certificate of Insurance as one document.

Doris Edwards CPM®
Grant Administrator
Youth and Community Services Division I Department of Community Development
137 Peachtree Street, SW, Atlanta I Georgia 30303
404-613-8998 (office) I 404-612-3474 (efax)
Connect with Fulton County:
Website I Facebook I Twitter I Instagram I FGTV I #OneFulton E-News

---

From: Williams, Cherie <Cherie.Williams@fultoncountyga.gov>
Sent: Monday, June 3, 2024 3:06 PM
To: Edwards, Doris <Doris.Edwards@fultoncountyga.gov>
Subject: RE: Waiver request- Summerhill Neighborhood Development Corporation Approved

Hi Doris,

I am in receipt of the letter requesting a waiver (contents of letter below) of Workmen's Compensation from the Summerhill Neighborhood Development Corp. Based on the agency having one employee, their waiver request is approved. Please ask the agency to include this email as evidence of wavier approval along with the Certificate of Insurance as one document.

Date: 6/3/2024

DocuSign Envelope ID: D080CEBA-571E-4CE2-84B0-ED6CC8987020

IN WITNESS THEREOF, the Parties hereto have caused this Contract to be executed by their duly authorized representatives as attested and witnessed and, as applicable, their corporate seals to be hereunto affixed as of the day and year date first above written.

OWNER:

FULTON COUNTY, GEORGIA

DocuSigned by:
Robert L. Pitts
BA715B1A26544E7...

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST:

DocuSigned by:
Tonya R. Grier
EEC476C4837648D...

Tonya R. Grier
Clerk to the Commission

(Affix County Seal)

DocuSigned by:

CONTRACTOR:

VENDOR NAME **Summerhill Neighborhood Development Corporation**

DocuSigned by: Name of Signatory: Cheron Pitchford
Title of Signatory: Executive Director
C67D043C18CC459...

Authorized Signature

ATTEST:

DocuSigned by: Name of 2nd Signatory: **Sheryl Calhoun**
Title of 2nd Signatory: **Board Member**
67400568DBC3490...

Second Authorized Signature

(Affix Corporate Seal, if applicable)

APPROVED AS TO FORM:

DocuSigned 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:**_____ **REGULAR MEETING**	**ITEM#:** 24-0350 **2ND RM:** 5/15/2024 **SECOND REGULAR MEETING**

DocuSign Envelope ID: 89B49DA2-B6EE-4881-B171-8FC0FA0B74BA

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 **SafeHouse Outreach** (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:

DocuSign Envelope ID: 89B49DA2-B6EE-4881-B171-8FC0FA0B74BA

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

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ARTICLE I - PARTIES AND TERM:

(a) Fulton County, through its YCS, retains Contractor, and Contractor accepts retention by Fulton County to render the services as hereinafter defined and required; to perform such services in a manner and to the extent required by the parties herein; and as may be hereafter amended or extended in writing by mutual agreement of the parties.

(b) The Chairperson of the Board of Directors for the Contractor or authorized representative (hereinafter "Board Chair") represents that she/he is authorized to bind and enter into contracts on behalf of Contractor, including this Agreement.

(c) Nothing contained in this Agreement shall be 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: Homelessness

CCSP Funding Priority(ies):

Children and Youth: Not Applicable

Disabilities: Not Applicable

Economic Stability: Not Applicable

Health and Wellness: Not Applicable

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Homelessness: Emergency Financial Assistance supported by case management and other supportive services...,Rapid Re-Housing These activities are designed to move homeless people quickly to permanent housing...,Street Outreach The activities are designed to meet the immediate needs of unsheltered homeless people...

Senior Services: Not Applicable

Veterans Services: Not Applicable

SafeHouse Outreach, Homelessness Services for Fulton County Residents - 2024 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
SafeHouse Outreach	89 Ellis Street NE	Atlanta	GA	30303	4	1,2,3,4,6

Approach and Design:

SafeHouse Outreach, Homelessness Services for Fulton County Residents - 2024 will provide services to **18** clients that reside in Fulton County, with CCSP funding.

SafeHouse Outreach, will provide the following activities and services in Fulton County with CCSP funding:

SafeHouse Outreach's assists individuals and families living in poverty and/or experiencing homelessness as they transition from the streets to self-sufficiency. SafeHouse Outreach's mission is to restore lives

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experiencing extreme poverty to independent living through faith love and compassionate services. SafeHouse provides a holistic suite of services that both assist the individuals transitioning out of homelessness and preventing individuals from becoming homeless. The Fulton County CCSP funding priority that SafeHouse's programming will address is Homelessness.

SafeHouse plan to use Fulton County Consolidated Community Services Program (CCSP) funding to support 2 distinct homeless groups: 1) adult individuals and families and 2) youth and young adults. Description of activities proposed to serve each of these groups is described below.

Support for Adult Individuals and Families through Next Level

SafeHouse's Next Level Program is designed to provide a range of essential support services and guidance to those who are ready to take the necessary steps to advance to their full potential. Next Level helps those from all diverse backgrounds with getting ahead in employment, housing, and behavioral health (substance abuse & mental health wellness). This unique program employs a comprehensive approach in case management and assists program participants with elevating in areas of income, employment and housing, and behavioral health.

Next Level has been very successful in assisting individuals who are moving away from homelessness and toward self-sufficiency. It offers a comprehensive program that includes job-readiness training, intensive case management, spiritual counseling, customized workshops, transitional and permanent supportive housing assistance, referral to critical health services and follow-up care. To best serve our program participants including those funded by Fulton County CCSP funding, each participant will be assigned to a Case Manager who will do an assessment to determine eligibility and need. Staff will gather all necessary documents and if approved develop an ISP. The Individual Service Plan (ISP) for each participant will be specific to each their need. Short-term case management up to 90 days will be provided. CCSP funding will provide 10 unsheltered Fulton County Individuals and/or families with referral and support services including emergency housing at either emergency shelters or emergency housing such as hotels or motels. Case Managers will also ensure that critical health needs are addressed. Alternatively, we will provide rental assistance of up to $1200 for individuals or $1650 for families. Rental assistance is given to individuals and families for start-up costs, security deposits, and first month's rent on a case-by-case basis and is awarded at different percentages based on client's need. Rental assistance also can be provided to prevent homelessness.

Rapid rehousing assists individuals and families by providing sustainable initiatives for housing. SHO uses partnerships with property managers and property owners to locate housing for participants. Program participants also receive the support of a case manager who helps them develop an individualized service plan, assists them with budgeting, employment, and maintaining housing, and provides them with additional resources to ensure they remain housed. Case managers follow up with participants 30, 60, 90, and 120 days after the participant's case has been housed to ensure they are on track to succeed. Individuals typically receive rapid rehousing support in conjunction with their participation in the Next Level career

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development program. SHO has provided rental/mortgage and utility assistance for clients for the past 10 years. During the COVID-19 pandemic, SHO partnered with The City of Atlanta and United Way to help over 500 City of Atlanta residents remain housed.

Success metrics for these SafeHouse programs include: the number of meals served, number of support services rendered, number of individuals receiving rental assistance (instances of homelessness prevented) number of individuals placed in rapid rehousing, number of individuals placed in permanent housing, number of individuals completing the Next Level program, number of individuals placed in permanent employment, number of individuals retaining employment for 30, 60 and 90 days, number of individuals earning a living wage greater than $14.00/hour.

Support to Homeless Youth

SafeHouse Youth Homeless Program (YHP) is a comprehensive initiative designed to address the needs of young individuals experiencing homelessness. It aims to provide support, resources, and opportunities to help homeless youth (age 18-24) transition out of homelessness, build stable lives, and achieve self-sufficiency. The program typically involves a collaborative effort among partner agencies such as Covenant House, Chris 180, and Lost and Found, community stakeholders, and volunteers.

SafeHouse Outreach provides financial support including rental and utilities assistance, referral to emergency and temporary housing, and case management and supportive services for the youth that we serve. Specific Additionally, we partner with other service providers to provide permanent housing that is appropriate for youth program participants. Additional detail on these support services is detailed below:

Outreach and Engagement: The program starts with actively reaching out to homeless youth in the community and engaging them in a non-judgmental and supportive manner. Through our Street Walk Program, outreach workers and volunteers work to build rapport, trust, and connections with the youth, encouraging them to access services.

Temporary Shelter and Housing: Providing immediate shelter and safe accommodation is crucial to address the immediate needs of homeless youth. We do this through our partnership with emergency shelters, transitional housing, or host homes with supportive families.

Basic Needs and Services: Ensuring that the basic needs of the youth are met is a priority. This includes access to nutritious meals, clean clothing, hygiene facilities, medical care, mental health support, and substance abuse counseling if needed.

Education and Employment Support: Offering educational resources to GED programs, vocational training, and job placement services to help homeless youth gain skills, find employment, and increase their chances of long-term stability.

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Mental Health and Counseling: Many homeless youths have experienced trauma and face mental health challenges. The program provides access to counseling and therapy to address these issues and foster emotional well-being.

Life Skills Training: Teaching essential life skills such as budgeting, time management, and conflict resolution helps youth develop the capabilities needed to lead independent lives.

Case Management: Each youth typically has a designated case manager who assesses their unique needs, creates an individualized service plan, and helps them navigate the program and other social services effectively.

Family Reconciliation (where possible): When appropriate and safe, efforts are made to reconnect homeless youth with their families and provide family counseling to resolve conflicts and establish a supportive environment.

Peer Support and Community Building: Engaging the youth in peer support groups and community-building activities fosters a sense of belonging and helps combat isolation.

Housing Assistance and Subsidies: Helping with both temporary housing and securing stable permanent housing, through rental subsidies or affordable housing options, is critical to preventing homelessness in the long term.

Follow-Up and Aftercare: Continuous support after exiting the program is essential for ensuring the youth's sustained success. Follow-up services and aftercare help monitor progress and provide additional support when necessary.

Advocacy and Policy: The program may engage in advocacy efforts to raise awareness of youth homelessness, work toward policy changes, and secure additional funding for homeless services.

SafeHouse will support 8 homeless youth using CCSP funding.

Our services align with Fulton County's "Health and Human Services" strategic priority areas, specifically the "Support the vulnerable residents in our social services," "Prevent illness by engaging in healthier behavior" and the "Prevent health disparities by educating residents and connecting them to available resources" strategic objectives. Unsheltered program participants receive referrals for behavioral health services and substance use treatment. (In 2024, 50% of the individuals SafeHouse served had a substance abuse disorder and 50% staff identified as mentally ill.)

The program also aligns with the Fulton County "Health and Human Services" strategic priority, specifically the "Support the vulnerable residents in our social services" strategic objective. Work completed through this program will both reduce the homeless population year to year and increase the number of people who receive permanent supportive housing and support services.

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The program addresses the CCSP Funding Category of Homelessness. They address outcomes and performance measures align with system performance measures outlined in the HEARTH Act (Homeless Emergency Assistance and Rapid Transition to Housing Act), and which support the County's commitment to making homelessness rare, brief, and nonrecurring by providing funding opportunities to nonprofit organizations to quickly rehouse homeless individuals and families. Individuals and families are serviced through emergency, transitional, and permanent housing programs.

In 2023, SafeHouse Outreach has maintained partnerships with Crossroads Ministry, Central Presbyterian, Midtown Assistance Center, Atlanta Union Mission, Gateway Center, The Salvation Army, Must Ministries, Zaban Paradise, City of Refuge, Mercy Care, Atlanta Continuum of Care (COC), Fulton County COC, DeKalb County COC, Inspire, Salvation Army Adult Rehabilitation Center and Community Restoration Project and Southeast Ecumenical Emergency Assistance Center. Housing collaborations are crucial to our ability to provide temporary and permanent housing to our clients. SHO has memoranda of agreement with Zaban Paradise to provide housing for couples, City of Refuge to provide housing for mothers, and children, the Salvation Army to provide housing for men, women and families, Similarly, the collaboration for the employment provide short term employment for our clients in the Next Level program while they are completing their training. SHO's employment partners include: The Ringer Center employment training program, CKS packing (providing direct employment), Mister Car Wash (providing direct employment), Mack 11 (providing direct employment), Graham Packaging (providing direct employment), Sanchez Staffing, Department of Labor, 1st Step Staffing and People Ready Staffing. Other partners provide wrap around support to clients as they seek to transition from homelessness to self-sufficiency. SHO also maintains a memorandum of agreement with Wholesome Wave for assistance with CAPS and SNAPS benefits.

Designation of CSP Funds:

Based on the awarded amount of **$35,000.00,** 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.

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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.)	$1,750.00
Operational	$5,250.00
Direct Services	$28,000.00
Total	$35,000.00

Explanation of Funding Details:

SafeHouse Outreach's 2024 fiscal year expense budget totals $1,813,940. Of this, the program- specific budget is $789,100. SHO is requesting $35,000 in funding as summarized below:

Administrative ($1,750): These funds will be used to cover the salaries and benefits of Administrative and Management staff including the Executive Director, Development Director Receptionist etc.;

Operational ($5,250): These funds will be used to cover the expenses for the utilities, internet, phones, and other building expenses;

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Direct Services ($28,000): The largest portion of the funding request will support direct services to our clients. These funds will be used toward the salaries and benefits of the Director of Programs and Case Managers, training contractors, housing vouchers, training materials and client travel costs.

Program Performance Measures:

SafeHouse Outreach agrees to track and report program performance to the Fulton County Department of Community Development.

County Defined Performance Measure(s):

Children and Youth: Not Applicable

Disabilities: Not Applicable

Economic Stability: Not Applicable

Health and Wellness: Not Applicable

Homelessness: Number of individuals assisted through rapid re-housing,Number of individuals receiving emergency financial assistance,Number of individuals whose barriers to self-sufficiency are eliminated/ reduced; paths to self-sufficiency created... ,Number of potential instances of homelessness prevented

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:

SHO plans to report on the following four county-defined performance measures during the performance period:

- Number of individuals receiving emergency financial assistance
- Number of individuals (adults and youth) assisted through rapid re-housing

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- Number of homeless individuals (youth) assisted through street outreach
- Number of homeless individuals whose barriers to self-sufficiency are reduced or new pathways are created

During 2024, we anticipate: (based on 10 adult or family participants and 8 youth participants)

- 8 individuals or families will receive rental or mortgage assistance that will prevent their homelessness.
- 2 youth will receive emergency financial assistance
- 8 youth will be assisted through street outreach
- 3 individuals/youth will be placed into rapid rehousing (2 youth, 1 adult)
- Barriers to self-sufficiency will be reduced/eliminated for 10 individuals/families.

Agency Defined Performance Measure(s):

The goal of all SafeHouse programs is to reduce the number of homeless individuals in the metro Atlanta area by transitioning individuals who are homeless into self-sufficiency and by preventing those at high risk of homelessness from becoming homeless.

Some of the key performance measures that SHO uses to track their programs include: the number of meals served, number of support services rendered, number of individuals receiving rental assistance (instances of homelessness prevented) number of individuals placed in rapid rehousing, number of individuals placed in permanent housing, number of individuals completing the Next Level program, number of individuals placed in permanent employment, number of individuals retaining employment for 30, 60 and 90 days, number of individuals earning a living wage greater than $14.00/hour.

SHO plans to report on the following agency defined performance measures during the performance period:

- Number of indiviuals participating in career development training,
- Number of individuals placed in employment after graduation
- Number of individuals placed in employment who retain employment after 90 days
- Number of individuals placed in employment who earn more than $14.00/ hour

During 2023, we anticipate: (based on 30 adult or family participants and 20 youth participants)

- 8 individuals will participate in career development programming

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- 6 individuals will be placed in permanent employment after they graduate from the Next Level
- 90% of program participants placed in employment will retain employment after 90 days
- 60% program participants placed in employment will earn more than $14.00/ hour

Daily data collection is part of SHO's case management process; outcomes are collected as part of the intake process and as clients continue to receive services. Data is summarized monthly while the client is active in the program. Once the client has received rental housing support, rapid rehousing or graduated the Next Level program, case managers continue to check in with them at the 30-, 60- and 90-day milestones at minimum to ensure that they remain housed and/or employed.

SHO already uses the Coordinated Entry process for Fulton County and the City of Atlanta. SHO staff also already utilizes the Fulton County or Atlanta Continuum of Care's Homeless Management Information System (HMIS). SHO Case Managers will use HMIS to collect program data for each individual and household participating in the program. Updated information is available in the system at the end of each business day. Fulton County can access the online information directly through HMIS or the SafeHouse Outreach Program Director can prepare and submit any necessary written reports as requested.

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

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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.

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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 **$35,000.00.**

(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

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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.

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(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:

SafeHouse Outreach
P.O Box 54098
Atlanta, Georgia 30308

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

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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

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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 **SafeHouse Outreach**, 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

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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

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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.

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(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

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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.

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STATE OF GEORGIA

COUNTY OF FULTON

FORM F: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services[1] under a contract with **[insert name of prime contractor (Agency)]** SafeHouse Outreach 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.

756946
EEV/Basic Pilot Program* User Identification Number

SafeHouse Outreach
Name of Contractor (Agency)

J-MB
BY: Authorized Signature of Officer or Agent of Contractor

Chief Executive Officer
Title of Authorized Officer or Agent of Contractor of Contractor

Josh M. Bray
Printed Name of Authorized Officer or Agent of Contractor

Sworn to and subscribed before me this 19 day of February, 2024.

Notary Public:

County: DeKalb

Commission Expires: 1/23/25

OFFICIAL SEAL
Adrienne Rene' Spikes
NOTARY PUBLIC-GEORGIA
DEKALB COUNTY
My Comm. Expires Jan. 23, 2025

[1]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.

[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].

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STATE OF GEORGIA

COUNTY OF FULTON

FORM G: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services[3] under a contract with **[insert name of prime contractor (Agency)]** Not Applicable on behalf of **Fulton County Government** has registered with and is participating in a federal work authorization program*,[4] in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

_____
EEV/Basic Pilot Program* User Identification Number of Subcontractor

_____
Name of Subcontractor (Individual/Agency)

_____
BY: Authorized Signature Officer or Agent of Subcontractor

_____
Title of Authorized Officer or Agent of Subcontractor

_____
Printed Name of Authorized Officer or Agent of Subcontractor

Sworn to and subscribed before me this _____ day of _____, 20_____.

Notary Public: _____

County: _____

Commission Expires: _____

[3]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.

[4]*[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].

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/03/2024

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	CONTACT NAME: Steve Gebhardt	
Southern Insurance Associates of Dunwoody, Inc 2394 Mount Vernon Road Suite 150 Dunwoody GA 30338	PHONE (A/C, No, Ext): (770) 392-1818	FAX (A/C, No): (770) 392-1870
	E-MAIL ADDRESS: steve@siaofdunwoody.com	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Safehouse Outreach, Inc. Po Box 54098 Atlanta GA 30308	INSURER A : United States Liability Ins Co	
	INSURER B : National Indemnity	20087
	INSURER C : United Specialty Insurance Co.	
	INSURER D : Sirius America Insurance Company	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** CL246339104 **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	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:	Y	Y	NPP1587598E	03/08/2024	03/08/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 50,000 $ 5,000 $ 1,000,000 $ 3,000,000 $ 3,000,000
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	Y	Y	73APR367380-06	08/10/2023	08/10/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $	Y	Y	XL1641784	06/15/2023	06/15/2024	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N ☐ If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC11043-24	04/24/2024	04/24/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A	Professional Liability Abuse and Molestation			NPP1587598E	03/08/2024	03/08/2025	Limits Limits	$1M/$3M $100,000/300,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Blanket AI CG2026 0413 applies

CERTIFICATE HOLDER

Fulton County Government-Purchaseing Dept
130 Peachtree Street, SE
Ste 1168
ATLANTA GA 30303

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Steve Gebhardt

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IN WITNESS THEREOF, the Parties hereto have caused this Contract to be executed by their duly authorized representatives as attested and witnessed and, as applicable, their corporate seals to be hereunto affixed as of the day and year date first above written.

OWNER:

FULTON COUNTY, GEORGIA

DocuSigned by:
Robert L. Pitts
BA715B1A26544E7...

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST:

DocuSigned by:
Tonya R. Grier
EEC476C4837648D...

Tonya R. Grier
Clerk to the Commission

DocuSigned by:

(Affix County Seal)

CONTRACTOR:

VENDOR NAME **SafeHouse Outreach**

DocuSigned by: Name of Signatory: Josh Bray
Josh Bray Title of Signatory: CEO
41B853DC991846F...

Authorized Signature

ATTEST:

DocuSigned by: Name of 2nd Signatory: **Adrienne Spikes**
Adrienne Spikes Title of 2nd Signatory: **Human Resources/Office Manager**
79B884F25510418...

Second Authorized Signature

(Affix Corporate Seal, if applicable)

APPROVED AS TO FORM:

DocuSigned 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:**_____ **REGULAR MEETING**	**ITEM#:** 24-0350 **2ND RM:** 5/15/2024 **SECOND REGULAR MEETING**

DocuSign Envelope ID: 07160343-C831-4C59-B2C1-CCA6A1A86A68

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 **The Scholarship Academy** (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:

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ARTICLE I - PARTIES AND TERM:

(a) Fulton County, through its YCS, retains Contractor, and Contractor accepts retention by Fulton County to render the services as hereinafter defined and required; to perform such services in a manner and to the extent required by the parties herein; and as may be hereafter amended or extended in writing by mutual agreement of the parties.

(b) The Chairperson of the Board of Directors for the Contractor or authorized representative (hereinafter "Board Chair") represents that she/he is authorized to bind and enter into contracts on behalf of Contractor, including this Agreement.

(c) Nothing contained in this Agreement shall be constructed to be a waiver of Fulton County's sovereign immunity or any individual's official or qualified good faith immunity.

(d) This Agreement will remain in effect from **01/01/2024**, until midnight **12/31/2024**.

(e) Fulton County shall have the right to suspend immediately Contractor's performance hereunder on an emergency basis under this Agreement whenever necessary, in the sole opinion of Fulton County, to avert a life threatening situation or other sufficiently serious deficiency.

ARTICLE II - SCOPE OF CONTRACTOR'S DUTIES:

Upon execution of this Agreement, the Contractor will provide the following services for Fulton County:

SCOPE OF WORK:

Consolidated Community Services Program (CCSP)

CCSP Service Category: Economic Stability/Poverty

CCSP Funding Priority(ies):

Children and Youth: Not Applicable

Disabilities: Not Applicable

Economic Stability: Career Exploration/ re engagement with educational systems by opportunity youth. Access to educational resources...,Improved access to economic opportunities programs/resources focused on foundational education...

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Health and Wellness: Not Applicable

Homelessness: Not Applicable

Senior Services: Not Applicable

Veterans Services: Not Applicable

The Scholarship Academy, College Affordability Initiative 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
Banneker High School	6015 Feldwood Road	College Park	GA	30349	5	5
Maynard Jackson High School	801 Glenwood Ave	Atlanta	GA	30316	4	4
Therrell High School	3099 Panther Trail	Atlanta	GA	30311	6	6
Creekside High School	7405 Herndon Road	Fairburn	GA	30213	5	5
The Scholarship	500 Bishop Street	Atlanta	GA	30318	3	3

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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
Academy - College Access HUB						

Approach and Design:

The Scholarship Academy, College Affordability Initiative will provide services to **400** clients that reside in Fulton County, with CCSP funding.

The Scholarship Academy, will provide the following activities and services in Fulton County with CCSP funding:

At The Scholarship Academy, we are re-imagining the financial aid process, using tech to build healthier financial aid cultures where financial aid doesn't just "happen" to low income families. Instead they are equipped with the tools and virtual supports to take make educated financial aid decisions. Our curriculum is unique because it breaks free of the cookie-cutter approach to college funding, eliminating antiquated search engines and replacing them with local, state and regional resources that are directly connected to students' personal profiles.This funding request will allow TSA to enhance our financial aid interventions for 400 low-income high school (10th-12th grade) students and families in the high-need communities in Districts 3, 4, 5 and 6 of Fulton County. Our primary goal is to make sure each student has the financial ability to attend college as well as increase the college enrollment pipeline in communities in South Fulton County.

Our Financial Aid Awareness work for the 2024-2025 school year will engage 400 low-income families:

The activities and services offered by The Scholarship Academy's College Affordability program directly contribute to addressing three key performance indicators (KPIs) outlined by Fulton County Health and Human Services.

1. **Percentage of High School Students Meeting Literacy Requirements**:
   The In-School College Affordability Cohort, hosted in Atlanta Public Schools, integrates financial aid modules into the Economics Course curriculum. These modules not only focus on financial aid literacy but also reinforce essential literacy skills critical for academic success. By providing targeted support and resources, such as scholarship research and application assistance, the program enhances students' overall literacy levels, helping them meet academic requirements and succeed in their studies.

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2. **Percentage of High School Students Graduating On Time**:
   Through initiatives like the College Bound FAFSA Completion Work and the Atlanta College Access Hub, The Scholarship Academy facilitates access to financial aid resources and personalized support services, which are crucial for ensuring timely graduation. By assisting students in completing the FAFSA and securing scholarships, the program mitigates financial barriers that may otherwise delay graduation. Additionally, by offering career exploration and job readiness skills, the program equips students with the tools they need to pursue post-secondary education and graduate on time.
3. **Percentage of Students Overachieving Each Year**:
   The Scholarship Academy's holistic approach to college affordability, which includes comprehensive support services and leadership development opportunities, empowers students to overachieve academically and personally. By fostering a culture of academic excellence and providing students with the skills and resources to navigate the college funding ecosystem effectively, the program sets the stage for students to exceed expectations and realize their full potential. Additionally, by reducing financial barriers to higher education, the program creates opportunities for students to excel beyond what they might have otherwise thought possible.

In summary, The Scholarship Academy's College Affordability program directly addresses key performance indicators related to literacy, graduation rates, and academic achievement by providing targeted support, resources, and opportunities for underserved students in Fulton County. Through its initiatives, the program not only empowers students to access higher education but also sets them on a path toward long-term success and self-fulfillment.

Our Health and Human Services Objectives:

The Health and Human Objectives for The Scholarship Academy's College Affordability program are designed to address the holistic well-being and socioeconomic needs of low-income students, ultimately contributing to their overall health and success. These objectives encompass various dimensions of health and human development:

1. **Financial Wellness**: The program aims to improve the financial wellness of students by providing them with resources, tools, and support to navigate the complex landscape of college affordability. By assisting students in completing the FAFSA, securing scholarships, and understanding financial aid options, the program empowers them to make informed decisions about their education and finances, reducing financial stress and promoting financial stability.
2. **Educational Attainment**: One of the primary objectives is to increase educational attainment among low-income students. By providing access to college affordability resources, including scholarship research, application assistance, and financial aid counseling, the program helps students overcome barriers to higher education and pursue their academic goals. Higher levels of educational attainment are associated with better health outcomes and increased socioeconomic opportunities.
3. **Career Readiness**: The program aims to enhance students' career readiness by providing them with job readiness skills, career exploration opportunities, and access to employment resources. By equipping students with the necessary skills and knowledge to succeed in the workforce, the program prepares them for sustainable employment and economic self-sufficiency, thereby promoting long-term health and well-being.
4. **Community Engagement**: The program fosters community engagement and collaboration by partnering with schools, local organizations, and government agencies to support low-income students. By building strong community partnerships and leveraging collective resources, the program creates a supportive ecosystem that promotes educational equity and social mobility, benefiting the health and well-being of the entire community.

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5. **Empowerment and Resilience**: The program seeks to empower students and build resilience by providing them with the skills, resources, and support needed to overcome obstacles and achieve their goals. By fostering a sense of agency, self-efficacy, and resilience, the program helps students navigate challenges, advocate for themselves, and build a foundation for long-term success and well-being.

Overall, the Health and Human Objectives of The Scholarship Academy's College Affordability program are aligned with promoting holistic well-being, socioeconomic mobility, and educational equity among low-income students, thereby contributing to healthier individuals, families, and communities

The Scholarship Academy (TSA) has leveraged numerous community collaborative relationships to address the needs of low-income students in accessing higher education opportunities. Here are seven examples of such partnerships:

1. **Partnerships with Local Schools**: TSA collaborates with schools in South Fulton County, such as Banneker and Creekside High School, to deliver individualized FAFSA completion supports. By working directly with schools, TSA ensures that students receive critical interventions and support to bridge financial aid knowledge gaps.
2. **United Way College Bound Program**: TSA partners with the United Way College Bound program to provide additional support for FAFSA completion and college enrollment. This collaboration enhances the reach of TSA's efforts and ensures that more students in the community have access to vital resources and assistance.
3. **Atlanta Public Schools**: Through initiatives like the In-School College Affordability Cohort, TSA collaborates with Atlanta Public Schools, including Maynard Jackson and Therrel High Schools. By integrating financial aid modules into the schools' Economics Course curriculum, TSA enhances students' access to college affordability resources and support services.
4. **Fulton County Community Services Program**: As a grantee under the Fulton County Community Services Program, TSA has established a collaborative relationship with the county government. This partnership provides funding and support for TSA's initiatives, enabling the organization to expand its reach and impact in addressing college affordability issues.
5. **Local College Access Programs**: TSA collaborates with local college access programs to enhance its outreach efforts and provide comprehensive support to students. These partnerships help TSA connect students with additional resources and opportunities, further increasing their chances of accessing higher education with minimal debt.
6. **Private Scholarship Funders**: TSA actively seeks private scholarship funding to supplement its programming and support low-income students. By collaborating with private scholarship funders, TSA expands its resources and can provide students with more opportunities to secure financial aid for college.
7. **Community-Based Organizations**: TSA collaborates with various community-based organizations in Fulton County to reach underserved populations and provide them with support and resources. These partnerships help TSA ensure that its programs are accessible to all students, regardless of their background or circumstances.

Overall, these collaborative relationships play a crucial role in supporting TSA's mission to help low-income students access higher education opportunities with minimal debt. By working together with schools, nonprofits, government agencies, and private funders, TSA maximizes its impact and creates a more equitable college access landscape for students in the community.

CSP Funding Priority: Improved Access to Economic Opportunity/Educational Foundations

We've selected the following CSP Funding Priorities:

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1) Economic Stability/Poverty - Career Exploration and re-engagement with educational systems by opportunity youth. Access to and support for educational resources (GED testing, college / vocational school scholarships and partnerships).

The Atlanta College Access Hub aligns closely with the Fulton County Community Services Program (CSP) funding priorities, particularly in the realms of career exploration and college scholarships. By providing a centralized location equipped with one-on-one support and resources, the Hub facilitates career exploration for students from low-income backgrounds, helping them identify educational pathways that align with their interests and aspirations. Additionally, the Hub's emphasis on assisting students in securing college scholarships directly addresses the CSP's focus on access to educational resources. Through partnerships with colleges and vocational schools, the Hub not only connects students with scholarship opportunities but also fosters pathways to higher education, empowering them to overcome financial barriers and pursue their academic and career goals. In essence, the Atlanta College Access Hub serves as a vital catalyst in promoting economic stability and educational attainment among underserved youth, thus exemplifying a strategic alignment with the CSP's funding priorities.

2) Economic Stability/Poverty -- Access to digital literacy / training for middle skill jobs including “earn and learn” models which allow job seekers to meet basic needs while training to enter living wage jobs.

The Scholarship Academy's College Affordability program plays a pivotal role in enhancing access to digital literacy and training for middle-skill jobs, thereby addressing the evolving needs of the job market. Through initiatives like the Atlanta College Access Hub and the In-School College Affordability Cohort, the program integrates digital literacy training into its curriculum, equipping students with the essential technological skills required for today's workforce. Moreover, by providing resources such as the Virtual Scholarship Center (VSC), the program empowers students to leverage online platforms for scholarship research and application, fostering digital proficiency in navigating educational funding avenues. Furthermore, the program's emphasis on career exploration and scholarship opportunities aligns with the "earn and learn" models, enabling students to pursue higher education while simultaneously gaining practical skills and earning income. By facilitating access to living wage jobs through comprehensive training and financial aid support, The Scholarship Academy's College Affordability program effectively addresses the critical intersection of digital literacy, education, and economic empowerment, ultimately empowering students to thrive in a rapidly evolving job market.

3) Economic Stability/Poverty - Improved access to economic opportunities, programs and resources focused on foundational education, career exploration; coaching to re-engage youth up to age 21 and provide job-readiness skills for employment.

The College Affordability program offered by The Scholarship Academy contributes significantly to enhancing access to economic opportunities and foundational education while fostering economic stability, particularly for underserved youth up to age 21. Through initiatives like the Atlanta College Access Hub and the In-School College Affordability Cohort, the program provides a comprehensive array of resources and support focused on career exploration and foundational education. By offering coaching and mentorship, the program empowers youth to re-engage with educational systems, guiding them towards viable pathways for higher education and career advancement. Additionally, the program equips participants with essential job-readiness skills, preparing them for employment opportunities and laying the groundwork for economic self-sufficiency. By addressing the critical intersection of education, career development, and economic stability, The Scholarship Academy's College Affordability program effectively empowers youth to overcome barriers, unlock their potential, and access the opportunities necessary for long-term economic success.

Through our Virtual Scholarship Center, we are creating a one-stop, curriculum-based shop for students to gain access to mentors (Wells Fargo, PWC and Bain &Co employees) who will help them 1) create a college funding plan, 2) identify tailored scholarship opportunities, 3) explore opportunities to increase their eligibility for private scholarship dollars and 4) craft essays that will get

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noticed by local, state and national scholarship committees. This “scholarship clearinghouse” creates an environment of “collective accountability for students, parents and mentors.

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.

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Cost Category	Designation of CCSP Funding Award
Administrative (5% Admin max of funds awarded.)	$2,000.00
Operational	$16,750.00
Direct Services	$21,250.00
Total	$40,000.00

Explanation of Funding Details:

The total budget for the 2024 College Affordability Initiative Budget is $250,000 (CSP requested amount $40,000):

Administrative Expenses Total $ 2,000

Expenditures January 2024- December 2024: Management of Project implementation and Corresponding Fringe Benefits

Partnerships and Planning: This section includes items such as pro-rated salary/fringe benefits for one TSA staff who will be assigned to the project, marketing expenses for web/radio promotion, volunteer recruitment and training materials, event registration/management tools, and subcontracted partnerships for resources such as county-wide college access sessions and ESL interpreters. We anticipate gaining access to donated space in each county, but we are including location expenses such as security, possible transportation vouchers for families in our budget.

Operational Expenses: $16,750

Expenditures February 2024 - December 2024

Virtual Implementation Expenses: Due to the necessity to provide virtual family engagement opportunities, The Scholarship Academy will be utilizing funds 1) Office lease for College Access Hub to allow families to schedule FAFSA/Scholarship completion appointments, 2) automatically match students with trained volunteers, and 3) track program outcomes. We will also cover subscriptions to texting platforms and virtual meeting spaces and publish downloadable financial aid toolkits for program participants for the virtual sessions with these funds.

Direct Services Expenses: $21,250

Expenditures February 2024-May 2024 & August 2024 - December 2024

In-Person Event Implementation Expenses: This section includes Financial Aid Planning Materials, Food and Signage, On-site Daycare services, Volunteer Recognition, Equipment Rentals (laptops, etc.), Student incentives, etc.

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Program Performance Measures:

The Scholarship Academy agrees to track and report program performance to the Fulton County Department of Community Development.

County Defined Performance Measure(s):

Children and Youth: Not Applicable

Disabilities: Not Applicable

Economic Stability: Number of individuals receiving access/support for educational resources...,Number of individuals who complete GED requirements; Attainment of credential in post-secondary training...,Number of individuals with improved access to economic opportunities, programs/resources focused on education...

Health and Wellness: Not Applicable

Homelessness: Not Applicable

Senior Services: Not Applicable

Veterans Services: Not Applicable

The following program measures/ Key Performance Indicators ("KPI's") will be utilized to track and report program outcomes for the Fulton County residents supported with CSP funding, during the funding period 01/01/2024 through 12/31/2024:

The Scholarship Academy has selected the following county-defined performance measures for the Economic Stability/Poverty Priority:

1) Number of individuals receiving access to and support for educational resources (GED testing, college / vocational school scholarships and partnerships), Economic Stability Poverty

Through our College Access Hub, we are creating a one-stop, curriculum-based shop for students to gain access to scholarship mentor who will help them 1) create a college funding plan, 2) identify tailored scholarship opportunities, 3) explore opportunities to increase their eligibility for private scholarship dollars and 4) craft essays that will get noticed by local, state, and national scholarship committees. This "scholarship clearinghouse" creates an environment of "collective accountability for students, parents and mentors.

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Students and parents will be paired with a trained AmeriCorps members and we will track their college/scholarship application records via our scholarship management platform, The Virtual Scholarship Center.

Project Goal: Support 200 low-income families in Fulton County with college, scholarship and FAFSA applications by December 2024

2) Number of individuals with improved access to economic opportunities, programs and resources focused on foundational education, career exploration, and coaching to re-engage youth and provide job-readiness skills for employment

Through our In-School College Affordability Cohort, we will implement an 8-week course at two Atlanta Public Schools that will engage 100 high school seniors in robust scholarship application submissions. The course will include one-on-one coaching to help students identify the local/state-based aid they are more eligible to receive.

Project Goal: Engage 100 low-income students in Atlanta in improved financial aid behaviors via a 60% increase in scholarship/FAFSA applications submitted.

3) Number of individuals who complete GED requirements and/or attainment of credential in post-secondary training; Training Completions; Credentials obtained

Our "sneak attack" learning style through interactive games and activities break away from the traditional "cookie-cutter" approach to financial aid literacy acquisition. Through our FAFSA Completion Initiative, South Fulton County students will participate in events that will focus on increasing their early FAFSA Submissions as the first critical step in maintaining matriculation for credential completion. Our one-on-one help them become smart consumers of the post-secondary process. We believe this approach strengthens the pipeline to post-secondary success.

Project Goal: 200 South Fulton families complete and obtain a credential via participation in our College Access Hub.

Agency Defined Performance Measure(s):

Key Performance Measure Milestones:

January- March 2024 - Focus Groups, Enrollments and Pre-Assessments - Target - 100% enrollment
April - June 2024 - Quarterly Assessments/Qualitive Interviews - Target - 40% reported increase in knowledge/confidence
July-September 2024 - Quarterly Assessments/Qualitive Interviews - Target - 50% increase in applications submitted.

Increase in financial aid awarded
October - December 2024 - Post-Assessment/Interviews, Documentation Collection (Award Letters, FAFSA reports, etc.). Target- 70% seamless enrollment in college, 50% minimum debt levels, under $20,000

Because our overall goal is for students to enroll in college with minimum debt levels, our approach to data collection is the cornerstone of our tracking and evaluation processes, and we've designed a multi-layered approach to ensure not just program efficiency, but overall impact.

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The Scholarship Academy will use the following data collection methods and resources to evaluate our program:

1. Course/Event Sign-In Sheets and online Virtual Scholarship Center registrations: These tools will help us track increased numbers of students participating in our financial aid courses and virtual events, as well as increased usage of our online curriculum.

2. Qualitative Interviews: We use student journaling exercises and short-interviews post-class to explore ways that we can tailor our curriculum activities to diverse student populations. In the same fashion, we rely on direct student feedback to guide upgrades to the user experience of our online scholarship portal, The Virtual Scholarship Center.

3. Pre/Post Surveys and Quizzes for Students, Counselors and Volunteers: Using our financial aid comprehension quizzes and pre-post surveys, we can capture whether students have increased their knowledge of core financial aid concepts. For Counselors, pre/post surveys enable us to capture key data related to healthy financial aid culture building behaviors such as early financial aid planning timelines, average number of hours, primary dissemination methods for financial aid info, and baseline financial aid outputs from the previous year (i.e. number of scholarship applications submitted.)

4. Performance Data for Students, Counselors and Volunteers (via our Virtual Scholarship Center tool): In addition to student participation rates, we can use our backend tracking system within the Virtual Scholarship Center, to monitor the following information for students, scholarship application submission rates, total scholarships awarded (by demographics), and percent of curriculum modules completed.

Keeping in line with our Key Performance Indicators, our agency has identified the following performance measures:

1. **Increased number of low-income students who complete FAFSA applications.**
   How Much: 200 Students/families participate in the FAFSA Submission Initiative
   How Well: 80% of the students will be equipped with step-by-step resources to submit early FAFSA applications
   Better Off: 70% of students complete a FAFSA application on-site (in-person and virtually)

Project Goal: 200 students complete the FAFSA early and reduce their overall student loan debt by an average of $5000 to support matriculation and obtain a credential.

2. **Increased financial aid confidence for low-income/first generation students and parents.**
   How Much We Do: 100 Number of students who participate in financial aid planning sessions
   How Well We Do: Percent of students with Four-Year College Funding Plans - Increased confidence in understanding of Four-College planning after completing TSA trainings
   Are They Better Off: Percent of Students Who Enroll in College with Loan Debt Levels Under $10,000 due to proactive financial aid planning.
   Project Goal: Engage 100 students annually with a course/session completion rate of 90%

3. **Students Gain Access to Financial Aid Resources Through Federal Pell Grant and Scholarship awards:**
   How Much: 200 students participate in financial aid planning supports (FAFSA and Scholarship) via Virtual Office Hours, Mobile App Matching or in-school events.
   How Well: 70% of students increase financial aid confidence, as demonstrated by early FAFSA Submissions and

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increased Scholarship Submissions.

Better Off: 60% of students gain access to financial aid resources through Federal Pell Grant and scholarship awards.

Project Goal: 150 students claim private scholarship dollars to close college funding gaps.

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."**

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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).

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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.

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(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

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To Contractor:

The Scholarship Academy
215 Lakewood Way Suite 108
Atlanta, Georgia 30315

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.

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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.

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(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 **The Scholarship Academy**, 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

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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.

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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

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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.

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STATE OF GEORGIA

COUNTY OF FULTON

FORM F: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services[1] under a contract with **[insert name of prime contractor (Agency)]** The Scholarship Academy 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.

657821
EEV/Basic Pilot Program* User Identification Number

The Scholarship Academy
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

Jessica Johnson
Printed Name of Authorized Officer or Agent of Contractor

Sworn to and subscribed before me this 26th day of February, 2024.

Notary Public: Shamia Gadsden

County: Fulton

Commission Expires: 10/03/2027

SHAMIA GADSDEN
NOTARY PUBLIC
Fulton County
State of Georgia
My Comm. Expires October 3, 2027

[1]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.

[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].

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STATE OF GEORGIA

COUNTY OF FULTON

FORM G: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services[3] under a contract with **[insert name of prime contractor (Agency)]** The Scholarship Academy, Inc. on behalf of **Fulton County Government** has registered with and is participating in a federal work authorization program*,[4] in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

657821
EEV/Basic Pilot Program* User Identification Number of Subcontractor

The Scholarship Academy
Name of Subcontractor (Individual/Agency)

BY: Authorized Signature Officer or Agent of Subcontractor

Executive Director
Title of Authorized Officer or Agent of Subcontractor

Jessica Johnson
Printed Name of Authorized Officer or Agent of Subcontractor

Sworn to and subscribed before me this 26th day of February, 2024.

Notary Public: Shamia Gadsden

County: Fulton

Commission Expires: 10/03/2027

SHAMIA GADSDEN
NOTARY PUBLIC
Fulton County
State of Georgia
My Comm. Expires October 3, 2027

[3]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.

[4]*[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].

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/26/2024

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 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 Georgia Center for Nonprofits d/b/a NRC Services, Inc. 881 Memorial Drive; Suite 1001 Atlanta GA 30314	**CONTACT NAME:** C.W. Copeland **PHONE (A/C, No, Ext):** 404-567-3275 **FAX (A/C, No):** **E-MAIL ADDRESS:** cwcopeland@gcn.org
INSURED The Scholarship Academy, Inc. 500 Bishop Street; Suite B2 Atlanta GA 30318	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Philadelphia Insurance Company **INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	**GENERAL LIABILITY** [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] Abuse & Molestation GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC	X	X	PHPK2632403	12/07/2023	12/07/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 3,000,000 $ 3,000,000
A	**AUTOMOBILE LIABILITY** [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS	X	X	PHPK2632403	12/07/2023	12/07/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ SCHEDULED $ SCHEDULED $ SCHEDULED
A	[X] **UMBRELLA LIAB** [X] OCCUR [ ] **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $	X	X	PHUB2456629	12/07/2023	12/07/2024	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? Y / N [ ] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
A	Professional Liability	X	X	PHPK2632403	12/07/2023	12/07/2024	Occurrence: $1,000,000 Aggregate: $3,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

The Certificate Holder is an "Addtional Insured" per the coverage form attached to this policy

CERTIFICATE HOLDER

Fulton County Government
141 Pryor Street
Atlanta GA 30303-3408

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

C.W. Copeland

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Clear All

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THE HARTFORD
BUSINESS SERVICE CENTER
3600 WISEMAN BLVD
SAN ANTONIO TX 78251

May 20, 2024

Fulton County Government
141 PRYOR ST SW
ATLANTA GA 30303

Account Information:

Policy Holder Details :	**The Scholarship Academy, Inc.**

Contact Us

Need Help?
Chat online or call us at
(866) 467-8730.
We're here Monday - Friday.

Enclosed please find a Certificate Of Insurance for the above referenced Policyholder. Please contact us if you have any questions or concerns.

Sincerely,

Your Hartford Service Team

DocuSign Envelope ID: 07160343-C831-4C59-B2C1-CCA6A1A86A68

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/20/2024

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 be endorsed. If SUBROGATIONIS 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	CONTACT NAME:	
PAYCHEX INSURANCE AGENCY INC 76210760 225 KENNETH DR STE 110 ROCHESTER NY 14623	PHONE (A/C, No, Ext): (800) 472-0072	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC#
	INSURER A : Hartford Accident and Indemnity Company	22357
INSURED	INSURER B :	
THE SCHOLARSHIP ACADEMY, INC. 215 LAKEWOOD WAY SW STE 108 ATLANTA GA 30315-6022	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED.NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/Y YYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	
	CLAIMS-MADE OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	
							MED EXP (Any one person)	
							PERSONAL & ADV INJURY	
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	
	OTHER:							
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	
	ANY AUTO						BODILY INJURY (Per person)	
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	
	DED RETENTION $							
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N/ A		76 WEG AD2FZV	04/22/2024	04/22/2025	X PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	$1,000,000
							E.L. DISEASE -EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES **(ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

Those usual to the Insured's Operations.

CERTIFICATE HOLDER

Fulton County Government
141 PRYOR ST SW
ATLANTA GA 30303

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Susan L. Castaneda

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IN WITNESS THEREOF, the Parties hereto have caused this Contract to be executed by their duly authorized representatives as attested and witnessed and, as applicable, their corporate seals to be hereunto affixed as of the day and year date first above written.

OWNER:

FULTON COUNTY, GEORGIA

DocuSigned by:
Robert L. Pitts
BA715B1A26544E7...

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST:

DocuSigned by:
Tonya R. Grier
EEC476C4837648D...

Tonya R. Grier
Clerk to the Commission

DocuSigned by:

(Affix County Seal)

CONTRACTOR:

VENDOR NAME **The Scholarship Academy**

DocuSigned by:
Jessica Johnson
E70B38B7C7C74D3...

Name of Signatory: Jessica Johnson
Title of Signatory: Executive Director

Authorized Signature

ATTEST:

DocuSigned by:
Virgil Murray
025210719E9E427...

Name of 2nd Signatory: **Virgil Murray**
Title of 2nd Signatory: **VP of Operations**

Second Authorized Signature

(Affix Corporate Seal, if applicable)

APPROVED AS TO FORM:

DocuSigned 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:**_____ **REGULAR MEETING**	**ITEM#: 24-0350** **2ND RM: 5/15/2024** **SECOND REGULAR MEETING**

DocuSign Envelope ID: 92B01450-6E1F-45B1-AB69-E36453C157E1

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 **Our House, 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:

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INDEX OF ARTICLES

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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

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ARTICLE I - PARTIES AND TERM:

(a) Fulton County, through its YCS, retains Contractor, and Contractor accepts retention by Fulton County to render the services as hereinafter defined and required; to perform such services in a manner and to the extent required by the parties herein; and as may be hereafter amended or extended in writing by mutual agreement of the parties.

(b) The Chairperson of the Board of Directors for the Contractor or authorized representative (hereinafter "Board Chair") represents that she/he is authorized to bind and enter into contracts on behalf of Contractor, including this Agreement.

(c) Nothing contained in this Agreement shall be 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: Homelessness

CCSP Funding Priority(ies):

Children and Youth: Not Applicable

Disabilities: Not Applicable

Economic Stability: Not Applicable

Health and Wellness: Not Applicable

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Homelessness: Emergency Financial Assistance supported by case management and other supportive services...,Homeless Prevention and awareness strategies/programs including those related to mental health/substance use...,Rapid Re-Housing These activities are designed to move homeless people quickly to permanent housing...,Transitional housing bridge housing options for homeless population affected by mental health...

Senior Services: Not Applicable

Veterans Services: Not Applicable

Our House, Inc., Interrelated Services for Families Experiencing Homelessness 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
Our House, Inc.	173 Boulevard NE	Atlanta	Georgia	30312	4	1,2,3,4,5,6
Our House, Inc. Decatur	711 South Columbia Dr.	Decatur	Georgia	30030	NA	4,6
Satellite Clinic - Atlanta Children's Shelter	607 Peachtree St. NE	Atlanta	Georgia	30308	4	4
Satellite Clinic - Atlanta's Mission's	655 Ethel St NW	Atlanta	Georgia	30318	6	6

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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
Restoration House						
Satellite Clinic - Thrive Sweet Auburn	302 Decatur St.	Atlanta	Georgia	30312	4	4
Satellite ECE Site - Central Presbyterian Church	201 Washington St. SW	Atlanta	Georgia	30303	4	1,4,5,6

Approach and Design:

Our House, Inc., Interrelated Services for Families Experiencing Homelessness will provide services to **749** clients that reside in Fulton County, with CCSP funding.

Our House, Inc., will provide the following activities and services in Fulton County with CCSP funding:

Approach and Design Overview

We employ a trauma-informed, comprehensive, community-based approach to service to ensure that the critical needs of Fulton County families experiencing or at risk of homelessness are addressed efficiently and effectively. With a focus on the CCSP service category of Homelessness, Our House will deliver interrelated services to families of children with young children experiencing homelessness or economic disadvantage to end the cycle of homelessness for families. Our interrelated programming fits within Fulton County's Homelessness service category to make homelessness in Fulton County rare, brief, and nonrecurring. The CCSP funding priorities that our activities and services will support are: Rapid Re-Housing, Homeless Prevention and Awareness, Transitional Housing, and Emergency Financial

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Assistance. To achieve our goals of providing wraparound support to help families encountering homelessness achieve lasting security and preparing children facing homelessness for success in kindergarten, we will provide high-quality housing services, healthcare, early childhood education, employment training, and case management to empower clients to become self-sufficient.

Activities and Services

Shelter Activities

To address the County's Homelessness funding priority of Transitional Housing, our shelter program offers up to six months of temporary shelter to families with young children experiencing homelessness, many of whom are fleeing domestic violence and/or experiencing mental health illness. The activities of our shelter program address the following HHS KPIs: percentage of residents who experience food insecurity, number of people who receive behavioral health services, and percentage change in the homeless population year to year.

Our House will provide shelter and supportive services to help Fulton-residing clients meet the basic needs of shelter, food, and supplies. Of the clients served in our shelter, we estimate that more than 7% of families are survivors of domestic violence and more than 12% of parents are experiencing mental illness. We suspect that these percentages are actually higher, but clients are often unwilling to disclose this information at intake or are unaware that their circumstances constitute domestic violence. In the past year we have seen an uptick in mental health illness experienced by our shelter residents.

Our House provides a daily maximum of 18 total families (or 60 individuals) with up to six months of emergency housing in a safe, clean, and caring environment specifically designed for families with newborns and young children. Children and parents stay at our shelter for an average length of 4.5 months, with most exiting to permanent housing. Our shelter program operates 24 hours, 7 days a week, 365 days a year. Families are provided with private family bedrooms with sinks, closets, changing tables, cribs, and storage space; a laundry room with scheduled times for each family; daily nutritious meals prepared in an industrial kitchen and served in a large cafeteria; a computer lab with internet access; and a large common room for children and families to interact during evening hours. Family advocates provide all resident families with a comprehensive bi-weekly fulfillment of household and personal care items and infant care supplies (diapers, wipes, baby clothes, etc.) so that families can focus their financial resources on achieving self-sufficiency. Through integration with our other interrelated programs, shelter residents have access to onsite case management, childcare, healthcare, and job training to help them overcome homelessness. Family advocates assist residents with housing placement, goal setting, budget development, financial management planning, access to mental healthcare, and referrals through their Family Advocate. Hands-on life skills training, which helps families successfully maintain permanent housing, is incorporated into the shelter experience.

Rapid Re-Housing Activities

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Our rapid rehousing program quickly moves families experiencing homelessness to permanent housing through relocation and stabilization as well as rental assistance, addressing the County's Homelessness funding priority of Rapid Re-Housing. Our rapid rehousing also addresses the Homelessness funding priority of Emergency Financial Assistance—we support rapid rehousing clients with supportive case management and rent, utility, and mortgage financial assistance. The activities of our rapid rehousing program are relevant to the HHS KPI of percentage change in the homeless population year to year.

Our House's rapid rehousing will serve Fulton County unhoused families with children, nearly unhoused families with children, and unhoused youth and young adults (with or without children). The program will primarily serve families in need of emergency financial assistance for rent, utilities, and mortgage, ultimately helping clients overcome short-term barriers to obtaining and maintaining permanent housing stability. Per HUD guidelines, Our House focuses its rapid rehousing activities on housing identification, move-in and rental assistance, and case management for program delivery and implementation. We use existing community resources and relationships with landlords and property managers to: identify housing; assign Family Advocates; secure short-term supports (moving fees, deposits, rent, etc.); and provide up to one year of case management to help families maintain stability and achieve self-sufficiency.

We can attest that we participate in the coordinated entry process for Fulton and the City of Atlanta, and we use HMIS. Outreach and assessment steps include: reaching out to clients once receiving coordinated entry information; requesting documentation; exploring barriers to housing; addressing barriers through case management to identify available housing solutions; and making referrals for mental and physical health care, childcare, transportation, and employment. As a rule of thumb, Our House tries to go through this process—outreach to housing—within 45 days.

Healthcare Activities

To advance the Fulton County funding priority of Homeless Prevention, Our House's healthcare will strategically serve medically underserved Fulton County families and individuals at several locations across metro Atlanta. The activities of our healthcare contribute to the following HHS KPIs: the number of newly diagnosed STD cases per 100,000 residents, the number of new HIV diagnoses per 100,000 residents, the number of Fulton County residents who receive a flu vaccine, the number of people who receive behavioral health services, improving the County's standing in the County Health Rankings and Roadmaps report, and percent change in the homeless population year to year.

We will provide low-barrier access to equitable, excellent healthcare for Fulton County residents experiencing or at risk of homelessness. Our healthcare adheres to a nursing model—a model that keeps patients at the center of personalized, equitable care. The program employs a shared-decision-making approach to provide the highest quality care, promote whole-person well-being, and focus on preventative services. Open to walk-ins and offering flexible eligibility screening for better accessibility, Our House Health provides clinical services from four locations to better meet families wherever they are geographically. The clinic treats each patient with respect, fosters an inclusive environment where

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appointments are not rushed, and prioritizes the personalized care that patients deserve. As a transitional medical home, Our House Health cares for patients' needs while working hard to transition clients to a trustworthy permanent medical home.

Our community healthcare focuses on reproductive, pediatric, preventive, and mental care and addresses the social drivers of health through care coordination. Clinical services include: immunizations; vaccinations; screenings; health education; well-child visits; same-day sick visits; adult health exams; mental health services; family planning; STI testing & treatment; HPV vaccines and testing; HIV testing and counseling; on-site bloodwork; care coordination; medication and transportation assistance; access to language interpreters; and referrals for vision, dental, emergency care, and specialty care.

Early Childhood Education Activities

Also relevant to the Homeless Prevention funding priority, Our House's Early Childhood Education (ECE) program strategically tackles a root cause of homelessness by nurturing the childhood development of young children. This systems-approach method lowers the likelihood that the vicious cycle of homelessness is perpetuated for the children we serve. The activities of our ECE address the following HHS KPIs: number of residents who experience food insecurity, percentage of students over achieving each year, and percentage change in the homeless population year to year.

Our House will provide free, nationally accredited Early Childhood Education (ECE) five days per week to Fulton-County-residing children experiencing homelessness aged six weeks to five years old. Our ECE activities are designed to nurture the physical, cognitive, language/pre-literacy, and social-emotional development of young children. The year-round, full-day early learning program alleviates the adverse effects of homelessness on children and provides safe, reliable childcare for parents experiencing homelessness. Our early learning services are available from three ECE locations to better meet families wherever they are geographically.

All our activities in this program are geared toward ensuring children are ready to succeed in kindergarten. In doing so, we advance literacy in Fulton County by increasing the likelihood that children impacted by poverty learn to read on time and finish high school on time in the future. As a Head Start/Early Head Start partner, our ECE program administers a calendar of developmental assessments to measure children's growth and guide individualized instruction. When a child is identified as having a developmental delay, the family is provided onsite intervention services or referred to an outside agency for further assessment. We also make sure that our ECE students are up to date on their immunizations and that they receive regular wellness check-ups.

Employment Training Activities

Another Our House program that contributes to the CCSP funding priority of Homeless Prevention is our employment training, offered to not only adults experiencing homelessness but also those who are at risk

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of homelessness. Keeping in mind a major component of our employment training is the Child Development Associate program that develops a strong pipeline of ECE staff talent, the activities of our employment training address the HHS KPIs of: percentage of students over achieving each year and percentage change in the homeless population year to year.

Through our employment training services, which includes the Child Development Associate (CDA) program, Our House provides the tools, resources, and education necessary for parents experiencing homelessness to overcome systemic barriers to improve their employment, marketability, and outcomes. We will provide supportive employment training to Fulton County residents experiencing or at risk of homelessness. Those who engage in our workforce development have access to case management, training referrals, financial literacy workshops, life skills development, resume building, and the CDA program.

For interested parents, Our House provides our Child Development Associate (CDA) Certification course that prepares participants to earn a national credential in early childhood education. The CDA program is a five-month job-training program that equips participants with field-specific knowledge of early childhood development. The program prepares students to take and pass the exam for the nationally recognized CDA credential, the minimum requirement for lead teachers in the state of Georgia. We conduct two cycles of the program each year and enroll around 20-25 total students in each cycle. Participants receive a stipend for their internship work and a $425 scholarship to cover the cost of the CDA exam. At their assigned early childcare learning sites, interns gain practical experience while applying concepts and strategies learned in the classroom, and many interns are offered full-time employment at their internship site before they have even graduated.

Family Advocacy Activities

Our Family Advocacy contributes to the CCSP funding priority of Emergency Financial Assistance supported by case management and other supportive services. All of Our House's human services programs include family advocacy alongside the free services and financial assistance we offer. The activities of our case management are directly relevant to the HHS KPI of percentage change in the homeless population year to year.

We will offer comprehensive, individualized case management and support services to provide guidance and resources that empower Fulton County families experiencing homelessness to achieve employment, housing, and financial stability. Our family advocates work regularly with families to set individualized goals and action planning. As applicable, family advocates provide connections to employment and job training opportunities, healthcare and mental health counseling, housing support, free personal and infant care supplies, and food and transportation assistance. Staff members are trauma-informed and work to build rapport with clients over time through consistent, positive, non-judgmental interactions.

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Family advocacy is the thread that weaves together our core programs. Our effective case management connects clients to both our interrelated services and external resources through referrals. To prevent homelessness for vulnerable children and adults who are economically disadvantaged, our shelter, rapid rehousing, healthcare, early childhood education, workforce development, and family advocacy programs are open to not only those currently experiencing homelessness, but also those with a qualifying low income. This latter population is at high risk for experiencing homelessness, so Our House comes alongside these clients with supportive, holistic programming and case management that strengthens security and health for the whole family.

Community Collaborations

To contribute to making homelessness rare, brief, and nonrecurring, Our House consistently joins forces with many partner organizations. While not a comprehensive list, here are several of our key partners. The ECE program is an Early Head Start and Head Start partner with Bright from the Start and Easter Seals North Georgia. These partners provide assistance, teacher training, and help for children with special needs. The Adaptive Learning Center provides onsite behavioral intervention services for children identified with developmental delays/disabilities. Atlanta Children's Museum, our STEAM partner, provides monthly hands-on activities in person and virtually for our children to learn about the world and how it works. We also work with Quality Care for Children to provide additional training and coaching for language and literacy within our classrooms. This program provides curriculum-based language, literacy, and enrichment activities, as well as volunteers to help in classrooms throughout the week. We partner with Jumpstart Atlanta, which also provides volunteers to support language and literacy. Our House Health and CHRIS 180 deliver mental health consultations and services to families coping with the trauma of homelessness, as well as training Our House staff in the trauma-informed care approach.

Our House has developed a collaborative network with various housing programs to meet the needs of families experiencing homelessness. Our House participates in the Continua of Care serving Fulton County, the City of Atlanta, and DeKalb County. Many of the families arriving at Our House do so through a formal referral process from one of our local housing partners, including Nicholas House, City of Refuge, Hagar's House, Jerusalem House, International Women's House, and Partnership Against Domestic Violence.

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Designation of CSP Funds:

Based on the awarded amount of **$50,000.00,** 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.)	$2,500.00
Operational	$2,500.00
Total	$50,000.00

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Cost Category	Designation of CCSP Funding Award
Direct Services	$45,000.00
Total	$50,000.00

Explanation of Funding Details:

To implement the proposed "Interrelated Services for Families Experiencing Homelessness" project, Our House will allocate funds in the following ways to serve children and adults experiencing or at risk of homelessness.

For administrative expenses, $2,500 will be allocated to include salaries and fringe benefits (FICA, health insurance, and workers' compensation) for administrative and accounting staff. Our House's administrative staff are integral personnel who run the front office and serve in support office roles for programmatic staff. Our accounting team manages the health of Our House's finances to best steward funding for the benefit of our clients.

Operational expenses in the amount of $2,500 will be allocated to utility expenses and office supplies. These are necessary expenditures that allow Our House to serve the families we serve.

The remaining $45,000 of the proposed award will be allocated for direct service expenditures used to provide services directly to program participants. This will include salaries and benefits for direct service personnel including teaching staff, case managers, and nurse practitioners, as well as medical supplies.

Program Performance Measures:

Our House, Inc. agrees to track and report program performance to the Fulton County Department of Community Development.

County Defined Performance Measure(s):

Children and Youth: Not Applicable

Disabilities: Not Applicable

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Economic Stability: Not Applicable

Health and Wellness: Not Applicable

Homelessness: Number of individuals assisted through rapid re-housing,Number of individuals placed in Transitional Housing,Number of individuals whose barriers to self-sufficiency are eliminated/ reduced; paths to self-sufficiency created...

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:

County-Defined Performance Measures

In pursuit of our mutual goal with Fulton County to contribute to making homelessness brief, rare, and nonrecurring, Our House proposes following these three County-defined performance measures that align with our primary CCSP service category of Homelessness:

1. number of individuals assisted through rapid re-housing,
2. number of individuals placed in Transitional Housing, and
3. number of individuals whose barriers to self-sufficiency are eliminated/reduced; paths to self-sufficiency created.

The three specific goals to obtained during the 2024 Fulton County CCSP grant period (January 1—December 31, 2024) are as follows, in reference to Fulton County-residing clients:

1. 50 individuals assisted through rapid re-housing,
2. 15 individuals placed in Transitional Housing, and
3. 749 individuals whose barriers to self-sufficiency are eliminated/reduced; paths to self-sufficiency are created.

Methods and Goals:

The key elements of our methodology in achieving our selected County-defined performance measures are summarized below. (Please reference our Executive Summary and our Approach and Design sections for more information on our service methodology.)

- Perform outreach and assessment for prospective/new clients

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- Participate in the Continuum of Care network and employ HMIS

- Provide financial assistance and support for rapid rehousing clients

- Manage shelter facilities and daily shelter program operations

- Provide responsive case management and care coordination

The goals to be obtained as a result of all proposed performance measures, both County- and agency-defined, are as follows:

- Support vulnerable Fulton County residents with supportive interrelated services and wraparound care

- Help make homelessness rare, brief, and nonrecurring through transformative care to end the cycle of homelessness for families

- Lower the percentage of those facing homelessness in the community

- Enable adults experiencing homelessness to achieve housing, employment, and lasting self-sufficiency

- Prepare children experiencing homelessness for success in kindergarten

- Promote a self-sufficient and healthy family for all our clients

- Contribute to homelessness prevention and awareness through our interrelated programming and community engagement

Evaluation Methods and Data Collection Tools

Our House will measure and evaluate our progress on the proposed County-defined and agency-defined performance measures throughout the Fulton County CCSP grant cycle. To do this, staff members will collect, input, and analyze data using two software tools. For our human services programming (housing services, ECE, workforce development, and family advocacy), we use Penelope software to document our metrics. For our healthcare programming, we utilize an Electronic Health Record system, ATHENA, to gather clinic data. Patient and provider records are maintained for each individual visit in the form of Electronic Health Record encounters that include visit information, problem lists, and health maintenance schedules. Selected for their discipline-specific capabilities, Penelope and ATHENA software allow for appropriate, specialized, and adequate data collection and evaluation methods. To fully leverage these software programs, Our House employs several experienced staff members who are dedicated to utilizing these tools with excellence, tracking all proposed grant outcomes, and reporting on grant activities. The Penelope and ATHENA data software are also imperative to setting realistic, evidence-based goals for each programmatic year and every grant proposal, including our Fulton County CCSP request. These dashboards are also used throughout each year to gauge momentum toward program/grant objectives and adjust each department’s approach as needed. Staff gather via monthly departmental meetings where leadership and staff collaborate to determine program strengths, growth areas, best practices, existing data trends, and check for data quality assurance.

More specifically, we will track progress on the three proposed County-defined performance measures by maintaining thorough Penelope records of how many Fulton County children and adults are assisted through our rapid re-housing, maintaining thorough Penelope records of how many Fulton County children and adults are served through our shelter program, and maintaining thorough Penelope and ATHENA records of how many Fulton County individuals were

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served. All of Our House's programming contributes to eliminating barriers to self-sufficiency and creating paths to self-sufficiency.

Milestones and Supporting Schedule

Most of Our House's programmatic activities—for housing services, healthcare, ECE, employment training, and family advocacy—are ongoing throughout the year and remain responsive to each client's unique needs and each family's timeline of engagement at Our House. Because each family has particular needs, circumstances, goals, and timing of enrollment, we work with clients on a timeline that fits their needs. For both our proposed County-defined and agency-defined performance measures, the few scheduled or regular milestones are listed in the supporting schedule below:

· ECE Staff Professional Development: typically scheduled for one day each in January, February, and October, and for a full week in August

· ECE Summer Transition Program: conducted each summer

· ECE Student Developmental Assessments: completed upon each student's enrollment and regularly throughout the school year

· Kindergarten Readiness Test: administered in May for graduating pre-K students

· CDA Program Cohorts: conducted twice per year (as a five-week program), in the spring and fall

· Planning Program Logic Models (Projected Outcomes): developed each spring for the upcoming fiscal year's Logic Models

· Halfway Point in Fiscal Year Check-In Meetings: completed in January or February when staff meet to discuss and evaluate progress on yearly outcomes, discuss best practices, check for data quality assurance

· Start of Our House's Next Fiscal Year: marked by July 1, 2024, the starting point of our FY25, which means staff begin working toward adjusted Logic Model outcomes in addition to the outcomes listed for any active grant contracts

· Departmental Meetings: completed each month to evaluate progress, discuss best practices, and check for data quality assurance

Agency Defined Performance Measure(s):

Agency-Defined Performance Measures and Goals

In addition to the above listed County-defined performance measures, Our House proposes following these three agency-defined performance measures that align with our primary CCSP service category of Homelessness. Please

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note that these measures contribute to mitigating the adverse effects of homelessness, ending the cycle of homelessness for families, and preventing homelessness through our holistic, one-stop shop approach:

1. percentage of Fulton County children served in our ECE who receive individualized care through individualized lesson plans during the 2024 calendar year,
2. percentage of Fulton County adult CDA program participants who graduate from the program and obtain their credential during the 2024 calendar year, and
3. percentage of Fulton County clients aged 12 and up who receive a depression screening during the 2024 calendar year.

The three specific goals to obtained during the 2024 Fulton County CCSP grant period (January 1—December 31, 2024) are as follows:

1. 100% of 100 Fulton County children served in our ECE will receive individualized care through individualized lesson plans during the 2024 calendar year.
2. 80% of 15 Fulton County adult CDA program participants will graduate from the program and obtain their credential during the 2024 calendar year.
3. 80% of 517 Fulton County clients ages 12 years and up will receive a depression screening during the 2024 calendar year.

Methods and Goals:

The key elements of our methodology in achieving our selected Agency-defined performance measures are summarized below. (Please reference our Executive Summary and our Approach and Design sections for more information on our service methodology.)

- Disseminate information about programming to raise awareness and boost enrollment

- Provide developmental screenings for ECE students and create individualized lesson plans

- Provide transportation assistance for current clients without reliable transportation, as applicable

- Perform and monitor daily clinic operations through walk-ins at co-located sites

- Provide responsive case management and care coordination

The goals to be obtained as a result of all proposed performance measures, both County- and agency-defined, are as follows:

- Support vulnerable Fulton County residents with supportive interrelated services and wraparound care

- Help make homelessness rare, brief, and nonrecurring through transformative care to end the cycle of homelessness for families

- Lower the percentage of those facing homelessness in the community

- Enable adults experiencing homelessness to achieve housing, employment, and lasting self-sufficiency

- Prepare children experiencing homelessness for success in kindergarten

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- Promote a self-sufficient and healthy family for all our clients

- Contribute to homelessness prevention and awareness through our interrelated programming and community engagement

Evaluation Methods and Data Collection Tools

Using the Penelope and ATHENA software to regularly track and evaluate progress, as described in detail in the "Program Performance Measures" section above, we will track progress on the three proposed agency-defined performance measures. This will be done by maintaining thorough records of how many Fulton County children received individualized care/individualized lesson plans, tracking the number of Fulton County adult CDA program participants who graduate and obtain their credential, and keeping record of how many Fulton County clients ages 12 and up receive a depression screening. ECE teachers and staff, our CDA program director, and our healthcare team will contribute to data collection and evaluation for these measures.

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.

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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

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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 **$50,000.00.**

(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

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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:

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Department of Community Development
c/o: Youth and Community Services Division
hsd.grants@fultoncountyga.gov
137 Peachtree Street, SW
Atlanta, Georgia 30303

To Contractor:

Our House, Inc.
173 Boulevard NE
Atlanta, Georgia 30312

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

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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

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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 **Our House, 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

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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

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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

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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.

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STATE OF GEORGIA

COUNTY OF FULTON

FORM F: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services[1] under a contract with **[insert name of prime contractor (Agency)]** Our House 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.

46774
EEV/Basic Pilot Program* User Identification Number

Our House, Inc
Name of Contractor (Agency)

BY: Authorized Signature of Officer or Agent of Contractor

President & CEO
Title of Authorized Officer or Agent of Contractor of Contractor

Tyrese L. Lawyer
Printed Name of Authorized Officer or Agent of Contractor

Sworn to and subscribed before me this 20 day of February, 2024.

Notary Public: Jasmine Scott

County: Dekalb County,

Commission Expires: August 28th 2027

JASMINE SCOTT
NOTARY PUBLIC
My Commission Expires
August 28th 2027
DEKALB COUNTY, GEORGIA

[1]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.

[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].

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FORM G: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT

N/A for Our House

Instructions:

In the event that your company is awarded the contract for this project and will be utilizing the services of any subcontractor(s) in connection with the physical performance of services pursuant to this contract, the following affidavit must be completed by such subcontractor(s). Your company must provide a copy of each such affidavit to Fulton County Government, Department of Purchasing & Contract Compliance with the proposal submittal.

All subcontractor affidavit(s) shall become a part of the contract and all subcontractor(s) affidavits shall be maintained by your company and available for inspection by Fulton County Government at any time during the term of the contract. All subcontractor(s) affidavit(s) shall become a part of any contractor/subcontractor agreement(s) entered into by your company.

Applicants are required to complete and upload FORM F and FORM G in two (2) places FORM F: 2024 Georgia Security and Immigration Contractor Affidavit and Agreement, and as applicable FORM G: 2024 Georgia Security and Immigration Subcontractor Affidavit. Must use templates provided in the RFP. Previous year forms will not be accepted.
Form F must include name of agency, EEV number, Signature & Notary.
If applicable, Form G must include name, EEV number, and Signature of subcontractor.

Upload 1-Via Purchasing Bid page - BidNet Direct:
https://www.bidnetdirect.com/georgia/fultoncounty
(Note: You will be required to set up a FREE registration with BidNet Direct to use the upload feature)

Upload 2 -Via WebGrants under 2024 CCSP Eligibility Requirements:
https://fulton.dullestech.net

To Complete Fillable Form - Please enter the all required information,
✓ Press "TAB" key to navigate easily through the form *once you enter your Agency name, it will repopulate throughout the form.*
✓ Save as: "Form F Agency Name"
✓ Print for Signature and Notary.
✓ Scan and upload to WebGrants as directed above in "Upload 1 and Upload 2"

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STATE OF GEORGIA

COUNTY OF FULTON

FORM G: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services[3] under a contract with **[insert name of prime contractor (Agency)]** _____ on behalf of **Fulton County Government** has registered with and is participating in a federal work authorization program*,[4] in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

_____
EEV/Basic Pilot Program* User Identification Number of Subcontractor

_____
Name of Subcontractor (Individual/Agency)

_____N/A_____
BY: Authorized Signature Officer or Agent of Subcontractor

_____
Title of Authorized Officer or Agent of Subcontractor

_____
Printed Name of Authorized Officer or Agent of Subcontractor

Sworn to and subscribed before me this _____ day of _____, 20_____.

Notary Public: _____

County: _____

Commission Expires: _____

[3]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.

[4]*[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].

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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 Chastain & Associates Ins P.O. Box 1908 Athens GA 30603	**CONTACT NAME:** Meggan Autry **PHONE (A/C, No, Ext):** (706) 543-2575 **FAX (A/C, No):** (706) 543-4847 **E-MAIL ADDRESS:** mautry@chastain-assoc.com
INSURED Our House, Inc., DBA: Our House and Genesis Shelter 173 Boulevard, NE Atlanta GA 30312	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** GuideOne Specialty Insurance Company **INSURER B :** GuideOne Insurance Company **INSURER C :** Bridgefield Casualty Insurance Company **INSURER D :** Selective Insurance Company of America **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** CL23101941416 **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	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] Human Svc Prof Liab Agg $3MM [X] Sexual Misconduct Liab Agg $3MM GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	010010232	07/01/2023	07/01/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 1,000,000 $ 1,000,000 $ 20,000 $ 1,000,000 $ 3,000,000 $ 3,000,000 $
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY	Y	Y	010010233	07/01/2023	07/01/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ $ $ $
B	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 2,500	Y	Y	010010234	07/01/2023	07/01/2024	EACH OCCURRENCE AGGREGATE 	$ 3,000,000 $ 3,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: Y (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		0196-35600	11/01/2023	11/01/2024	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 500,000 $ 500,000 $ 500,000
C	Crime/Employee Dishonesty			B6052612	07/01/2023	07/01/2024	Limit	$400,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Fulton County Government
141 PRYOR ST SW
Atlanta GA 30303-3408

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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IN WITNESS THEREOF, the Parties hereto have caused this Contract to be executed by their duly authorized representatives as attested and witnessed and, as applicable, their corporate seals to be hereunto affixed as of the day and year date first above written.

OWNER:

FULTON COUNTY, GEORGIA

DocuSigned by:
Robert L. Pitts
BA715B1A26544E7...

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST:

DocuSigned by:
Tonya R. Grier
EEC476C4837648D...

Tonya R. Grier
Clerk to the Commission

(Affix County Seal)

DocuSigned by:

CONTRACTOR:

VENDOR NAME **Our House, Inc.**

DocuSigned by: Name of Signatory: Tyese L. Lawyer
Tyese Lawyer
AF2D1439B2BA44D... Title of Signatory: 6/10/2024

Authorized Signature

ATTEST:

DocuSigned by: Name of 2nd Signatory: **Michelle Carter**
Michelle Carter
36FAC603CC69472... Title of 2nd Signatory: **Chief Impact Officer**

Second Authorized Signature

(Affix Corporate Seal, if applicable)

APPROVED AS TO FORM:

DocuSigned 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:**_____ **REGULAR MEETING**	**ITEM#: 24-0350** **2ND RM: 5/15/2024** **SECOND REGULAR MEETING**

DocuSign Envelope ID: 0F2E197F-2A89-4753-A25D-1F3DDA8716E4

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 **PUSH Ministry 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:

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ARTICLE I - PARTIES AND TERM:

(a) Fulton County, through its YCS, retains Contractor, and Contractor accepts retention by Fulton County to render the services as hereinafter defined and required; to perform such services in a manner and to the extent required by the parties herein; and as may be hereafter amended or extended in writing by mutual agreement of the parties.

(b) The Chairperson of the Board of Directors for the Contractor or authorized representative (hereinafter "Board Chair") represents that she/he is authorized to bind and enter into contracts on behalf of Contractor, including this Agreement.

(c) Nothing contained in this Agreement shall be 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: Homelessness

CCSP Funding Priority(ies):

Children and Youth: Not Applicable

Disabilities: Not Applicable

Economic Stability: Not Applicable

Health and Wellness: Not Applicable

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Homelessness: Permanent supportive housing options for individuals households who are chronically homeless...

Senior Services: Not Applicable

Veterans Services: Not Applicable

PUSH Ministry Inc, PUSH Ministry Homelessness Prevention 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
Wadley Gardens Apartments	37 Wadley St	Atlanta	Georgia	30314	4	4

Approach and Design:

PUSH Ministry Inc, PUSH Ministry Homelessness Prevention Program will provide services to **39** clients that reside in Fulton County, with CCSP funding.

PUSH Ministry Inc, will provide the following activities and services in Fulton County with CCSP funding:

Specific Activities and Services: The PUSH Ministry will offer supportive case management. These services support CSP funding priorities by preventing homelessness and facilitating the direct and immediate transition to permanent supportive housing at Wadley Gardens Apartments. PUSH Ministry offers a housing-first model, where we accept

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residents for housing without a credit score minimum, or rental income minimum. We conduct background checks, and accept tenants with non-violent charges on their record. It is our goal to offer residents a lower barrier of entry to housing by offering the financial assistance that will allow them to afford residency at Wadley Gardens.

Accomplishment of Activities and Services: Services will be delivered through personalized case management to address individual barriers to housing stability, and coordination with local housing providers. Our organization currently works with Open Doors and Grady Medical Center to permanently house residents. It is our goal to assist other organizations like HOPE Atlanta, and referrals from organizations who have clients that need assistance with housing. The grant would go toward the hiring of on-site case management to address resident concerns as well as connect them with resources like food banks and wrap around services.

Addressing Fulton County Health and Human Services KPIs: The proposal aligns with the following KPIs:

1. Number of people who receive permanent supportive housing and support services: On-site case management ensures residents receive tailored support services. This approach not only places individuals in homes but also surrounds them with a support system to sustain their housing situation.

2. Percentage change in the homeless population year to year: This program aims to reduce the number of people experiencing homelessness in Fulton County, contributing to a year-over-year decrease in the homeless population.

3. Number of residents who have access to home-based and community-based services for seniors and people with disabilities: On-site case management can link seniors and individuals with disabilities to essential services, improving their quality of life. This approach ensures these vulnerable groups have access to the support they need, from healthcare to social services, directly within their community.

CCSP Funding Priorities Alignment: The proposal addresses CCSP priorities within the primary service category of **Permanent Supportive Housing Options for Individuals Who are Chronically Homeless** by:

- Providing immediate case management to individuals ton help them move directly into available 2 bedroom apartments at Wadley Gardens.
- Offering services that contribute to the rapid re-housing of homeless individuals and families, following a housing first model.
- Enhancing access to supportive services that ensure long-term housing stability by providing on-site case management in addition to working with referring organizations for wrap around services.

Community Collaborative Relationships: PUSH Ministry currently collaborates with over seven community entities, including local governments, other non-profits, faith-based organizations, businesses, healthcare providers, educational institutions, and housing agencies, to comprehensively address the need for stable housing and support services.

1. Open Doors
2. Grady Healthcare System
3. Hope Atlanta
4. Fulton County Government
5. Georgia Dept of Community Affairs
6. U.S. Dept of Veterans Affairs (Local and National Division)
7. Project Community Connections Inc.
8. Zeist Foundation

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9. Annie E. Casey Foundation
10. City of Atlanta
11. Atlanta Housing Authority

Designation of CSP Funds:

Based on the awarded amount of **$35,000.00,** 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.

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Cost Category	Designation of CCSP Funding Award
Administrative (5% Admin max of funds awarded.)	$1,750.00
Operational	$0.00
Direct Services	$33,250.00
Total	$35,000.00

Explanation of Funding Details:

Introduction

We are requesting a grant of $100,000 to support our rental assistance program, designed to aid individuals transitioning from homelessness, recent prison release, disability, and similar challenging backgrounds into stable housing. This program focuses on covering move-in fees, background checks, furniture, application fees, and eviction prevention, directly impacting our clients' ability to secure and maintain housing.

Budget Breakdown

- Direct Service Expenditures ($95,000 - 95%):
  - Rental Assistance: The bulk of our direct service funds will provide rental assistance, covering move-in fees and helping to prevent eviction. This is crucial for our clients who often come from situations where upfront costs and maintaining rent payments are significant barriers.
  - Background Checks and Application Fees: We will allocate funds to cover the costs of background checks and application fees. These are initial steps in securing housing, often prohibitive for our clients.
  - Furniture and Household Essentials: To ensure our clients not only secure housing but also can live comfortably, a portion of the funds will be used to provide essential household items and furniture.
  - Case Management and Support Services: A portion of the direct service funds will support salaries and benefits for direct service personnel, such as case managers, who are integral to guiding our clients through the housing process and ensuring their needs are met.

- Administrative Expenses ($5,000 - 5%):
  - This portion of the budget is allocated towards the administrative costs associated with running the program. It will cover salary, fringe benefits, and other related expenses for accountants, auditors, grant writers, and administrative support. These roles are essential for the effective management and oversight of the program, ensuring that funds are used efficiently and outcomes are achieved.

Operational Expenditures:
- While operational expenditures are critical to our organization's function, this grant request focuses on maximizing direct service expenditures. However, our operational costs, such as office supplies, utilities, and marketing, are covered

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through other funding sources to ensure that the maximum possible amount of this grant can go directly to client services.

Conclusion

With 95% of the requested funds allocated to direct services, our program is designed to have a tangible, immediate impact on our clients' lives, offering them a pathway out of instability into secure, long-term housing. The administrative costs are kept to a strict maximum of 5%, ensuring that the bulk of the grant directly supports those in need. This budget allocation reflects our commitment to efficient and effective use of funds, with a clear focus on service delivery and impact.

Program Performance Measures:

PUSH Ministry Inc agrees to track and report program performance to the Fulton County Department of Community Development.

County Defined Performance Measure(s):

Children and Youth: Not Applicable

Disabilities: Not Applicable

Economic Stability: Not Applicable

Health and Wellness: Not Applicable

Homelessness: Number of individuals assisted through rapid re-housing,Number of individuals placed in Permanent Supportive Housing,Number of individuals receiving emergency financial assistance,Number of individuals whose barriers to self-sufficiency are eliminated/ reduced; paths to self-sufficiency created... ,Number of potential instances of homelessness prevented

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:

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County Defined Performance Measures:

1. Number of individuals placed in Permanent Supportive Housing
2. Number of potential instances of homelessness prevented
3. Number of individuals receiving emergency financial assistance

Number of individuals placed in Permanent Supportive Housing:

1. Methods and Goals: We utilize a targeted approach to identify eligible individuals and families for placement into Permanent Supportive Housing (PSH), at Wadley Gardens focusing on those at highest risk of long-term homelessness. This includes those facing eviction, individuals who's Housing Choice Voucher is at risk of expiring, and families living in extended stays. We also target those who are actively homeless, living in their car, or other uninhabitable conditions. Goals include securing PSH for at least 39 individuals by providing necessary financial assistance and support services to ensure stability and self-sufficiency.

2. Major Milestones and Schedule: Initial assessment and placement of 10 families within the first quarter, with ongoing monthly reviews to ensure continued suitability and support needs are met. Aim for full occupancy and program engagement within 12 months.

3. Data Collection Tools/Sources: We currently use TurboTenant, a database system for tracking individual progress, financial assistance distribution, and housing stability. We use surveys and regular check-ins with referral organizations as tools to gather qualitative data on resident satisfaction and self-sufficiency metrics.

Number of potential instances of homelessness prevented:

1. Methods and Goals: Our approach includes preemptive rental assistance and support services for individuals at risk, such as those facing eviction or those being released from incarceration, ensuring they have access to stable housing at Wadley Gardens. This strategy aims to prevent homelessness before it occurs.

2. Major Milestones and Schedule: Key milestones include identifying and assisting 10 at-risk individuals or families per quarter, with the goal of preventing homelessness for 39 individuals over a year. Progress reviews are scheduled quarterly to adapt strategies as needed.

3. Data Collection Tools/Sources: Utilization of a comprehensive database to track assistance provided and outcomes, alongside intake forms, housing applications, background checks, obtaining License, or ID, Social Security Cards, Case Management History (if available) to gauge effectiveness and areas for improvement in preventing homelessness.

Number of individuals receiving emergency financial assistance:

1. Methods and Goals: PUSH Ministry's Homelessness Prevention Program will implement a rapid-response financial assistance program targeting individuals facing immediate financial crises that could lead to homelessness. This includes support for rent, utilities, and other urgent housing-related costs to prevent displacement; and place them immediately at the residences of Wadley Gardens.

2. Major Milestones and Schedule: We aim to help at least 10 individuals or families each quarter find emergency financial assistance resources, with a target of 39 interventions over the year. Regular monthly assessments will be conducted to evaluate the program's impact and responsiveness.

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3. Data Collection Tools/Sources: Our on-site case manager will track applicant needs assessments, and follow-up evaluations to monitor the effectiveness of the emergency financial assistance in preventing homelessness.

Schedule

- Months 1-3:
  - Assessment and Immediate Assistance: Begin with assessing individuals for eligibility for Permanent Supportive Housing (PSH) and emergency financial assistance, prioritizing those at immediate risk, including eviction or voucher expiration. Start providing rental assistance and support services.
  - Engagement and Prevention: Engage at-risk individuals for preemptive support, including those facing eviction or imminent homelessness, to stabilize housing situations.
  - Data Initiation: Deploy TurboTenant for tracking, alongside intake forms and case management histories, for real-time data collection.

- Months 4-6:
  - Review and Placement: Review the progress of individuals in the PSH program, continue identifying and assisting at-risk individuals, and provide emergency financial assistance as needed. Adjust strategies based on initial outcomes and feedback.
  - Ongoing Support: Provide continuous case management and support services to all program participants to ensure housing stability and address any emerging needs.
  - Data Monitoring: Utilize data collection tools for ongoing monitoring and assessment of program impact, focusing on the prevention of homelessness and stabilization of participants in PSH.

- Month 6-12:
  - Comprehensive Evaluation: Conduct a detailed assessment of the program's success in placing individuals in PSH, preventing potential instances of homelessness, and providing emergency financial assistance. Measure outcomes against initial goals.
  - Data Analysis and Reporting: Analyze collected data to assess the effectiveness of interventions, identify areas for improvement, and plan for future strategies to enhance program impact.

Agency Defined Performance Measure(s):

Agency Defined Performance Measures:

1. Percentage of residents maintaining stable housing for at least 6 months
2. Increase in residents' income levels
3. Number of residents utilizing community resources for additional support

Percentage of residents maintaining stable housing for at least 6 months

1. Methods and Goals: Implement our strategy to ensure residents achieve and maintain housing stability over six months through support services, financial guidance, and regular engagement. We will be utilizing the funding in case a resident

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falls behind on payments, keeping them from being evicted and homeless.

2. Major Milestones and Schedule: Set a benchmark to review resident stability at the three-month interval, with a comprehensive assessment scheduled at six months to measure success rates. A major milestone would be 100% on time rental payment rate in addition to positive rental reporting to credit bureaus to enhance the FICO scores of all residents.

3. Data Collection Tools/Sources: Utilize applications, housing stability assessments, and a dedicated tracking system through Turbo Tenant’s software for real-time monitoring of resident status and program impact evaluation.

Increase resident’s income levels

1. Methods and Goals: In partnership with our network of referring organizations, we will provide vocational training, job placement services, and financial literacy programs aimed at enhancing employment opportunities and income levels for residents.

2. Major Milestones and Schedule: Achieve a target of enrolling 50% of participating residents in job training programs within the first three months, with a goal of securing employment for 75% of those participants within six months.

3. Data Collection Tools/Sources: Use employment tracking software, participant surveys, and financial stability assessments to monitor progress in increasing residents' income levels and employment status.

Number of residents utilizing community resources for additional support

1. Methods and Goals: Facilitate access to and utilization of community resources, including healthcare, educational programs, and social services, to support residents' overall well-being and self-sufficiency.

2. Major Milestones and Schedule: Within the first month, ensure all residents are informed of available community resources. Aim for at least 80% of residents to engage with one or more services within the first six months.

3. Data Collection Tools/Sources: Leverage service utilization logs, resident feedback forms, and partnership reports from community organizations to track and analyze the extent of resource utilization among residents.

Schedule

- Months 1-3:
  - Initial Assessment and Orientation: Conduct baseline assessments for all residents. Inform residents about available community resources and start vocational training enrollment.
  - Implementation: Begin financial guidance sessions and support service engagements.
  - Data Collection: Start using Turbo Tenant’s software and employment tracking systems for initial data gathering.

- Months 4-6:
  - Review and Adjust: Conduct the three-month review of housing stability, employment training enrollment, and resource utilization. Adjust strategies as needed based on initial feedback and data.
  - Continued Support: Maintain regular engagement with residents, provide ongoing financial guidance, and facilitate access to community resources.
  - Data Monitoring: Continue collecting data on rental payments, employment status, and community resource utilization.

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- Month 6-12:
  - Comprehensive Assessment: Evaluate the percentage of residents maintaining stable housing, the increase in residents' income levels, and the extent of community resource utilization.
  - Outcome Analysis: Analyze data collected through Turbo Tenant's software, service utilization logs, and financial stability assessments to measure progress against goals.
  - Planning for Future Support: Based on the six-month assessments, plan for continued or adjusted support services, financial guidance, and community resource facilitation.

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**

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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

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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 **$35,000.00.**

(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

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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

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137 Peachtree Street, SW
Atlanta, Georgia 30303

To Contractor:

PUSH Ministry Inc
4525 Fulton Industrial Blvd SW
ATLANTA, Georgia 30336

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.

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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

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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 **PUSH Ministry 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

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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

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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

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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.

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STATE OF GEORGIA

COUNTY OF FULTON

FORM F: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services[1] under a contract with **[insert name of prime contractor (Agency)]** PUSH Ministry 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.

1833039
EEV/Basic Pilot Program* User Identification Number

PUSH Ministry Inc
Name of Contractor (Agency)

Shermaine Elize Gayle
BY: Authorized Signature of Officer or Agent of Contractor

Vice President
Title of Authorized Officer or Agent of Contractor of Contractor

Shermaine Elize Gayle Shermaine Elize Gayle 02/19/2024
Printed Name of Authorized Officer or Agent of Contractor

Sworn to and subscribed before me this 19th day of February 2024, 20__ by Shermaine Elize Gayle.

Notary Public: _____

County: Fairfax

Commission Expires: Virginia

Notarized remotely online using communication technology via Proof.

COMMONWEALTH OF VIRGINIA · ELECTRONIC NOTARY PUBLIC · N

Md Abu Taleb
REGISTRATION NUMBER
8077655
COMMISSION EXPIRES
February 28, 2027

[1]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.

[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].

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STATE OF GEORGIA

COUNTY OF FULTON

FORM G: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services[3] under a contract with **[insert name of prime contractor (Agency)]** PUSH Ministry Inc on behalf of **Fulton County Government** has registered with and is participating in a federal work authorization program*,[4] in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

1833039
EEV/Basic Pilot Program* User Identification Number of Subcontractor

PUSH Ministry Inc
Name of Subcontractor (Individual/Agency)

Shermaine Elize Gayle
BY: Authorized Signature Officer or Agent of Subcontractor

Vice President
Title of Authorized Officer or Agent of Subcontractor

Shermaine Elize Gayle Shermaine Elize Gayle 02/19/2024
Printed Name of Authorized Officer or Agent of Subcontractor

Sworn to and subscribed before me this 19th day of February 2024 by Shermaine Elize Gayle, 20_____.

Notary Public: _____

County: Fairfax state Virginia

Commission Expires: 02/28/2027

COMMONWEALTH OF VIRGINIA · N · ELECTRONIC NOTARY PUBLIC

Md Abu Taleb
REGISTRATION NUMBER
8077655
COMMISSION EXPIRES
February 28, 2027

Notarized remotely online using communication technology via Proof.

[3]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.

[4]*[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].

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/19/2024

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	CONTACT NAME: Griff Griffin
Sterling Seacrest Pritchard, Inc. 2500 Cumberland Pkwy Suite 400 Atlanta, GA 30339	PHONE (A/C, No, Ext): 678-424-6500 FAX (A/C, No): 678-424-6527 E-MAIL ADDRESS: ggriffin@sspins.com

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
PUSH Ministry, Inc. 3715 Northside Parkway Building 100 - Suite 500 Atlanta, GA 30327	INSURER A : Builders Insurance	11025
	INSURER B : Travelers Casualty & Surety Company of America	19038
	INSURER C : Selective Insurance Co of America	12572
	INSURER D : Westchester Surplus Lines Insurance Co	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 408158891 **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	
C	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [ ] OCCUR [X] GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC OTHER:	Y	Y	S 2540310	5/30/2024	5/30/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 100,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
C	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y	Y	S 2540310	5/30/2024	5/30/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
C	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [X] RETENTION $ 0	Y	Y	S 2540310	5/30/2024	5/30/2025	EACH OCCURRENCE AGGREGATE $	$ 5,000,000 $ 5,000,000 $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [Y] If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	WCV 0026136 19	5/30/2024	5/30/2025	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
C D B	Rented/Leased Equipment Pollution Liability Cyber Liability			S 2540310 G74280468 002 107676447	5/30/2024 5/30/2024 5/30/2024	5/30/2025 5/30/2025 5/30/2025	Rented/Leased Limit Pollution Liability Cyber Liability	25,000 1,000,000 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Fulton County Government
Purchasing Department
130 Pryor St SW Ste 1168
Atlanta, GA 30303

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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IN WITNESS THEREOF, the Parties hereto have caused this Contract to be executed by their duly authorized representatives as attested and witnessed and, as applicable, their corporate seals to be hereunto affixed as of the day and year date first above written.

OWNER:

FULTON COUNTY, GEORGIA

DocuSigned by:
Robert L. Pitts
BA715B1A26544E7...

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST:

DocuSigned by:
Tonya R. Grier
EEC476C4837648D...

Tonya R. Grier
Clerk to the Commission

DocuSigned by:

(Affix County Seal)

CONTRACTOR:

VENDOR NAME **PUSH Ministry Inc**

DocuSigned by: Name of Signatory: Elize Gayle
Elize Gayle Title of Signatory: Vice President
8013973AF9564BF...

Authorized Signature

ATTEST:

DocuSigned by: Name of 2nd Signatory: **Majesty Gayle**
Majesty Gayle Title of 2nd Signatory: **President**
1105AD5E3EF947F...

Second Authorized Signature

(Affix Corporate Seal, if applicable)

APPROVED AS TO FORM:

DocuSigned 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:**_____ **REGULAR MEETING**	**ITEM#: 24-0350** **2ND RM: 5/15/2024** **SECOND REGULAR MEETING**

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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 **Midtown Assistance Center, 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:

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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

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ARTICLE I - PARTIES AND TERM:

(a) Fulton County, through its YCS, retains Contractor, and Contractor accepts retention by Fulton County to render the services as hereinafter defined and required; to perform such services in a manner and to the extent required by the parties herein; and as may be hereafter amended or extended in writing by mutual agreement of the parties.

(b) The Chairperson of the Board of Directors for the Contractor or authorized representative (hereinafter "Board Chair") represents that she/he is authorized to bind and enter into contracts on behalf of Contractor, including this Agreement.

(c) Nothing contained in this Agreement shall be constructed to be a waiver of Fulton County's sovereign immunity or any individual's official or qualified good faith immunity.

(d) This Agreement will remain in effect from **01/01/2024**, until midnight **12/31/2024**.

(e) Fulton County shall have the right to suspend immediately Contractor's performance hereunder on an emergency basis under this Agreement whenever necessary, in the sole opinion of Fulton County, to avert a life threatening situation or other sufficiently serious deficiency.

ARTICLE II - SCOPE OF CONTRACTOR'S DUTIES:

Upon execution of this Agreement, the Contractor will provide the following services for Fulton County:

SCOPE OF WORK:

Consolidated Community Services Program (CCSP)

CCSP Service Category: Economic Stability/Poverty

CCSP Funding Priority(ies):

Children and Youth: Not Applicable

Disabilities: Not Applicable

Economic Stability: Emergency Financial Assistance inclusive of Rental and Mortgage assistance as well as Utility assistance

Health and Wellness: Not Applicable

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Homelessness: Not Applicable

Senior Services: Not Applicable

Veterans Services: Not Applicable

Midtown Assistance Center, Inc., Homeless Prevention - Rent and Utility Assistance 2024 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
Midtown Assistance Center (MAC) Office	613 Spring Street, NW	Atlanta	GA	30308	6	3,4,6

Approach and Design:

Midtown Assistance Center, Inc., Homeless Prevention - Rent and Utility Assistance 2024 will provide services to **60** clients that reside in Fulton County, with CCSP funding.

Midtown Assistance Center, Inc., will provide the following activities and services in Fulton County with CCSP funding:

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Economic Stability/Poverty is the service category that we plan to address with funding from Fulton County's Community Services Program. Funding will be used to support our Homeless Prevention Program for rent and utility assistance. By serving as a temporary safety net, families are supported in their efforts to maintain self-sufficiency. Having an eviction on one's credit record causes hardship for many years and makes future leasing difficult preventing upward mobility. Our program increases economic stability of the families assisted and increases their ability to earn a living wage by providing the resources to maintain stability.

Midtown Assistance Center's rent assistance program supports the County's "Support the vulnerable residents in our social services" priority by eliminating the homeless experience for those assisted thus decreasing Fulton County's homelessness rate. Individuals and families that receive financial assistance from MAC also have access to our food pantry, which includes fresh produce, frozen meat, and non-perishable food items. Households in our service area (commission districts 3, 4, 6) are eligible for food assistance from our food pantry. Most individuals who receive financial assistance from MAC receive food assistance from our food pantry. This decreases the percentage of individuals and families who experience food insecurity. It also frees up available financial resources to be spent on basic needs other than food. Providing rent and utility assistance and food assistance to clients who are pregnant will lead to healthier births thus decreasing the percentage of live births with low birth-weight.

$47,500 of the $50,000 grant will be used for direct service - approximate breakdown of direct service follows. $38,000 (75%) will go towards past due rent and $9,500 (20%) will go to pay overdue utility bills. 30 households/ 60 individuals living in Fulton County commission districts 3, 4, and 6 will receive assistance with past due rent and/ or utility bills. Each household will also have access to our food pantry for food assistance. By assisting with a portion of rent for up to 2 months, the household's opportunity to stabilize will increase. The assistance with electric service increases an individual or family's ability to maintain their self-sufficiency. We propose that 80% of the households will remain housed for at least 3 months following assistance and 80% of the households will have electric service 90 days after assistance.

MAC is designed to provide true emergency assistance. MAC has embraced a hybrid model. MAC staff can work remotely and as well as in the MAC office serving clients directly five days a week. Clients can submit a help request via MAC’s website at www.midtownassistancecenter.org as well as call the Assistance Phone Line to speak to staff. The help requests are routed to staff and trained volunteers who then personally reach out to the person requesting assistance to determine eligibility. When screening by a staff member deems a client eligible for assistance, the process moves rapidly. During client intake, supportive documents are examined, and clients complete a budget to help with a future plan or road map. If everything is in order, checks are written to vendors (landlords/utility companies) that day. We often pay the full amount needed to prevent the eviction and to keep a utility connected. We always confirm with the landlord or utility company at the time of assistance that our assistance will guarantee 30 days of housing or utility service. When a client owes more than MAC can provide, we reach out to other community partners (such as St. Vincent de Paul or Fulton Atlanta Community Action Authority) to see if assistance is available to match our pledge. Our staff advises clients on practical ways to conserve energy and lower their electric, gas and water utilities. We look closely at reasonableness of expenses related to family size. We have found that assisting with a full month of rent or more when necessary is extremely beneficial for the client. These best practices work, and we have the evidence to prove the effectiveness of our program.

MAC is a lead agency in the Atlanta Regional Collaborative for Health Improvement (ARCHI) rental and utilty assistance program which includes a shared application for participating agencies. MAC works with the multiple chapters of the St. Vincent de Paul Society and BCM Georgia to provide rent and utility assistance in commission

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districts 3, 4 and 6. When a household needs more than an organization can pay to stop an eviction, our staff will directly contact the partner serving the client's neighborhood to advocate for assistance. In return, the partner agency will reach out to our staff when they have encountered a client in a similar situation. MAC actively collaborates with Muriel Lokey Center (Emmaus House), Fulton Atlanta Community Action Authority, Society of St. Vincent de Paul, The Giving Kitchen and BCM Georgia when our service areas overlap to pool our resources for the benefit of individuals and families in need. MAC has a partnership with the Atlanta Community Food Bank and Midwest Food Bank, which results in free food to the community and reduction in food insecurity.

Maximum Length 20,000 Characters**If applicable, attach a supportive document related to the Approach and Design.** Content in the text box will be the primary information evaluated and scored; Supportive documentation submitted may not substitute but may only supplement content provided in the text box.

Designation of CSP Funds:

Based on the awarded amount of **$50,000.00,** 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

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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.)	$2,500.00
Operational	$0.00
Direct Services	$47,500.00
Total	$50,000.00

Explanation of Funding Details:

Of the $50,000, $2,500 (5%) will be used to pay administrative expenses to assist with the staff salary associated with administration of this grant. $47,500 will be used for direct services - approximately $38,000 will pay past due rent to prevent eviction and $9,500 will pay past due electric bills. Funds will be expended on an ongoing basis during the grant period.

Program Performance Measures:

Midtown Assistance Center, Inc. agrees to track and report program performance to the Fulton County Department of Community Development.

County Defined Performance Measure(s):

Children and Youth: Not Applicable

Disabilities: Not Applicable

Economic Stability: Number of individuals receiving Emergency Financial Assistance

Health and Wellness: Not Applicable

Homelessness: Not Applicable

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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:

MAC will report on the following defined performance measures for Economic Stability/Poverty: Number of individuals receiving Emergency Financial Assistance. MAC will collect the number of individuals in each household served. These numbers will be compiled and reported to Fulton County throughout the grant cycle with final figures on the final report in January 2025.

Midtown Assistance Center (MAC) will evaluate the effectiveness of our program by doing follow up on clients whom we have helped with rent. 3 months after providing rental assistance, MAC will contact landlords to inquire the current housing status of the tenant. Are they still there, is the rent current, were they evicted, or did they move out in good standing? We anticipate 80% of households assisted with rent to be housed three months after assistance. 90 days after providing utility assistance, MAC will use the Georgia Power Agency Portal to assess if the client still has utility service connected, if the utility bill is current or if the utility service is off with or without a balance owed. We anticipate 80% of households assisted with utilities to have their utility connected three months after assistance. All of this information is compiled for our records and recorded in our internal database, Salesforce, to be used in evaluating the client's progress, need for further assistance and the success of MAC's Homeless Prevention Program. In order the meet Fulton County reporting deadlines, we will perform follow up after 3 months or 90 days of rent and utility assistance. All grant funds for rent and utility expenses will be spent by September 30, 2023 to meet this mark. This will allow us sufficient time to follow up with landlords, the Georgia Power Company (for electric assistance), and clients at the 90 day mark. MAC's follow-up schedule will be as follows: April: follow up on clients assisted with rent and/ or utilities in January; May: follow up on clients assisted with rent and/or utilities in February; June: follow up on clients assisted with rent and/or utilities in March; July: follow up on clients assisted with rent and/or utilities in April; August: follow up on clients assisted with rent and/or utilities in May; September: follow up on clients assisted with rent and/or utilities in June; October: follow up on clients assisted with rent and/or utilities in July; November: follow up on clients assisted with rent and/or utilities in August; December: follow up on clients assisted with rent and/or utilities in September. A final statistic of 80% of clients assisted with rent and/or utilities will be available at this time. We know we can achieve 80% of households remaining housed three months after receiving rental assistance because we have been tracking detailed rent follow up statistics on the grants assisted with Fulton County funding since 2010.

Eighty-seven percent (257 households) of the households assisted with rent from July 1, 2010 to June 30, 2011; July 1, 2012 to June 30, 2013; January 1, 2010 to December 31, 2015; and January 1, 2016 to July 30, 2016 were still housed 6 months after assistance. (This statistic is for clients assisted with funds from the Fulton County Human Services and Community Services Program.)

For CSP 2017 funding cycle, we changed to a 3 months follow up for rent and utility assistance.

Our defined anticipated agency measure of success is 80% still housed and 80% electric service still connected or closed in good standing.

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· **January 1, 2017 - September 30, 2017:** 95% were still housed 3 months after assistance.

· **January 1, 2018 - September 30, 2018:** 97% were still housed 3 months after assistance.

· **January 1, 2017 to September 30, 2017 and January 1, 2018 to June 30, 2018:** 95% of the households assisted with utilities (electric assistance) from were still connected or closed in good standing 3 months after assistance.

· **January 1, 2019 – September 30, 2019:** 89% (108 of 121) were still housed 3 months following assistance. 93% of the households assisted with utilities (electric assistance) were still connected or closed in good standing 3 months after assistance.

· **January 1, 2020 – September 30, 2020**: 100% of the households reached were still housed 3 months after assistance and 80% of households assisted with Georgia Power were still connected or closed their account in good standing 3 months following assistance.

· **January 1, 2021 – September 30, 2021:** 100% (45 of 45) of the households reached were still housed 3 months after assistance and 98% (79 of 80) of households assisted with Georgia Power were still connected or closed their account in good standing 3 months following assistance.

· **January 2022-September 2022:** 100% (36 out of 36) were still housed or left in good standing 3 months later. 96% (50 out of 52) still had their electricity connected 3 months later or accounts were closed in good standing.

· **January 2023-September 2023:** 100% (45 out of 45) were still housed or left in good standing 3 months later. 97% (77 out of 79) still had their electricity connected 3 months later or accounts were closed in good standing.

Agency Defined Performance Measure(s):

Our agency's defined reporting measures will be rent and utility follow up 3 months after assistance. Landlords will be contacted directly for client's housing status with a goal of 80% of households remaining housed 3 months after assistance. The Georgia Power Company's agency portal will be accessed at 90 days to determine the utility status of the client's account with a goal of 80% of households remaining with utilities connected 90 days after assistance. The numbers will be compiled and reported to Fulton County throughout the grant cycle with final figures on the final report in January 2025.

ADDITIONAL REQUIREMENTS

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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.

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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 **$50,000.00.**

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(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

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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:

Midtown Assistance Center, Inc.
613 Spring Street, NW
Atlanta, Georgia 30308

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.

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(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

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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

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(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 **Midtown Assistance Center, 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,

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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.

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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.

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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.

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STATE OF GEORGIA

COUNTY OF FULTON

FORM F: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services[1] under a contract with **[insert name of prime contractor (Agency)]** Midtown Assistance Center, 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.

92894
EEV/Basic Pilot Program* User Identification Number

Midtown Assistance Center, Inc.
Name of Contractor (Agency)

Jennifer W. Jobson
BY: Authorized Signature of Officer or Agent of Contractor

Executive Director
Title of Authorized Officer or Agent of Contractor of Contractor

Jennifer Jobson
Printed Name of Authorized Officer or Agent of Contractor

Sworn to and subscribed before me this 12TH day of FEBRUARY, 2024.

Notary Public: [signature]

County: DEKALB

Commission Expires: 01/17/2024

LAURA EVANS MAJORS NOTARY PUBLIC DEKALB COUNTY, GEORGIA MY COMMISSION EXPIRES JAN. 17, 2027

[1]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.

[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].

DocuSign Envelope ID: C2C911C9-D330-42C6-B41E-86E1E3E0A687

N/A

FORM G: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT

Instructions:

In the event that your company is awarded the contract for this project and will be utilizing the services of any subcontractor(s) in connection with the physical performance of services pursuant to this contract, the following affidavit must be completed by such subcontractor(s). Your company must provide a copy of each such affidavit to Fulton County Government, Department of Purchasing & Contract Compliance with the proposal submittal.

All subcontractor affidavit(s) shall become a part of the contract and all subcontractor(s) affidavits shall be maintained by your company and available for inspection by Fulton County Government at any time during the term of the contract. All subcontractor(s) affidavit(s) shall become a part of any contractor/subcontractor agreement(s) entered into by your company.

Applicants are required to complete and upload FORM F and FORM G in two (2) places FORM F: 2024 Georgia Security and Immigration Contractor Affidavit and Agreement, and as applicable FORM G: 2024 Georgia Security and Immigration Subcontractor Affidavit. Must use templates provided in the RFP. Previous year forms will not be accepted.
Form F must include name of agency, EEV number, Signature & Notary.
If applicable, Form G must include name, EEV number, and Signature of subcontractor.

Upload 1-Via Purchasing Bid page - BidNet Direct:
https://www.bidnetdirect.com/georgia/fultoncounty
(Note: You will be required to set up a FREE registration with BidNet Direct to use the upload feature)

Upload 2 -Via WebGrants under 2024 CCSP Eligibility Requirements:
https://fulton.dullestech.net

To Complete Fillable Form - Please enter the all required information,
- ✓ Press "TAB" key to navigate easily through the form *once you enter your Agency name, it will repopulate throughout the form.*
- ✓ Save as: "Form F Agency Name"
- ✓ Print for Signature and Notary.
- ✓ Scan and upload to WebGrants as directed above in "Upload 1 and Upload 2"

DocuSign Envelope ID: C2C911C9-D330-42C6-B41E-86E1E3E0A687

N/A

STATE OF GEORGIA

COUNTY OF FULTON

FORM G: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services[3] under a contract with **[insert name of prime contractor (Agency)]** _____ on behalf of **Fulton County Government** has registered with and is participating in a federal work authorization program*,[4] in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

_____
EEV/Basic Pilot Program* User Identification Number of Subcontractor

_____
Name of Subcontractor (Individual/Agency)

_____
BY: Authorized Signature Officer or Agent of Subcontractor

_____
Title of Authorized Officer or Agent of Subcontractor

_____
Printed Name of Authorized Officer or Agent of Subcontractor

Sworn to and subscribed before me this _____ day of _____, 20_____.

Notary Public: _____

County: _____

Commission Expires: _____

[3]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.

[4]*[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].

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N/A

Instructions

GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT AND AGREEMENT

Funded Vendors will be required to complete and submit FORM F: Georgia Security and Immigration Contractor Affidavit and Agreement.

- If applicable complete and submit attached FORM G: Georgia Security and Immigration Subcontractor Affidavit.
- If needed, and your agency is already enrolled in E-Verify, you can use the following link to access your agency's ***EEV Program User Identification Number that is required on FORM F&G)***https://e-verify.uscis.gov/emp/vislogin.aspx?JS=YES
- If your agency is unfamiliar with E-Verify, see additional information and link below to the US Department of Homeland Security to register.

New Immigration Law went into effect July 1, 2013

A new immigration law, SB 160, went into effect on July 1. Any contractor who contracts with the County for the "physical performance of services" in which the labor or services exceed $2,499.99 must comply with the Federal work authorization program by being required to sign and submit and E-Verify affidavit to the County unless;

(1) the contractor has no employees (in which case it must present and approved state-issued identification card/driver's license,

(2) the contract is with an individual licensed under Title 26, Title 43 or the State Bar of Georgia who is in good standing and is performing that services. Subcontractors are held to the same requirement.

Click on the following link for more information: https://www.uscis.gov/e-verify

E-VERIFY Customer Support Phone Contact Information for employers: 1-888-464-4218

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MIDTASS-01 LAJANI

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/24/2024

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	CONTACT NAME:	
Biltmore Insurance Services, LLC DBA Williams, Turner & Mathis 2009 Montreal Rd. Ste. B Tucker, GA 30084	PHONE (A/C, No, Ext): (770) 934-3248	FAX (A/C, No): (770) 723-8081
	E-MAIL ADDRESS:	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Great American Insurance	16691
INSURER B : Travelers Insurance Co.	39357
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Midtown Assistance Center Inc.
615 Spring Street, NW
Atlanta, GA 30308

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	[ ] CLAIMS-MADE [X] OCCUR	X		PAC 000647812	7/28/2023	7/28/2024	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	[ ] POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	[ ] OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	[ ] ANY AUTO			PAC 000647812	7/28/2023	7/28/2024	BODILY INJURY (Per person)	$
	[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 3,000,000
	[ ] EXCESS LIAB [ ] CLAIMS-MADE			UMB386813601	7/28/2023	7/28/2024	AGGREGATE	$ 3,000,000
	[ ] DED [ ] RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						[ ] PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
B	Crime			105753484	3/1/2024	3/1/2027		1,000,000
A	Professional Liab			PAC 000647812	7/28/2023	7/28/2024	limit	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Fulton County Government
141 Pryor Street, SW
Atlanta, GA 30303

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: MIDTASS-01 LAJANI

LOC #: 1

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Biltmore Insurance Services, LLC DBA Williams, Turner & Mathis	Midtown Assistance Center Inc. 615 Spring Street, NW Atlanta, GA 30308
POLICY NUMBER SEE PAGE 1	
CARRIER: SEE PAGE 1 / NAIC CODE: SEE P 1	EFFECTIVE DATE: SEE PAGE 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

General Liability Broadening Endorsement (CG 89 70)
see page 8 of endorsement - Additional Insured by Contract

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ACORD®

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	CONTACT NAME: Judith Davis, CISR, CPSR	
Hamby & Aloisio Inc. 53 Perimeter Center East #400 Atlanta GA 30346	PHONE (A/C, No, Ext): (770) 551-3270	FAX (A/C, No): (770) 551-3289
	E-MAIL ADDRESS: judith@hains.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Security National Ins. Co.	19879
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Midtown Assistance Center
615 Spring Street NW
Atlanta GA 30308

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	
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE	$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
							PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	☐ **UMBRELLA LIAB** ☐ OCCUR ☐ **EXCESS LIAB** ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** Y / N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		SSS1484361	04/08/2024	04/08/2025	☒ PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$ 500,000
							E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Fulton County Government
141 Pryor St SW
Atlanta GA 30303-3408

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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IN WITNESS THEREOF, the Parties hereto have caused this Contract to be executed by their duly authorized representatives as attested and witnessed and, as applicable, their corporate seals to be hereunto affixed as of the day and year date first above written.

OWNER:

FULTON COUNTY, GEORGIA

DocuSigned by:
Robert L. Pitts
BA715B1A26544E7...

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST:

DocuSigned by:
Tonya R. Grier
EEC476C4837648D...

Tonya R. Grier
Clerk to the Commission

DocuSigned by:

(Affix County Seal)

CONTRACTOR:

VENDOR NAME **Midtown Assistance Center, Inc.**

DocuSigned by:
Name of Signatory: Jennifer Jobson
Title of Signatory: Executive Director
EDF973FCDC0B4B4...

Authorized Signature

ATTEST:

DocuSigned by:
Name of 2nd Signatory: **Adam Weinstein**
Adam Weinstein
Title of 2nd Signatory: **Board President**
10E1C28A62E2474...

Second Authorized Signature

DS

(Affix Corporate Seal, if applicable)

APPROVED AS TO FORM:

DocuSigned by:
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:**_____ **REGULAR MEETING**	**ITEM#:** 24-0350 **2ND RM:** 5/15/2024 **SECOND REGULAR MEETING**

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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 **Nicholas House, 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:

DocuSign Envelope ID: 4849EA48-6ECF-4FFC-A39E-25F47EB9A737

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

DocuSign Envelope ID: 4849EA48-6ECF-4FFC-A39E-25F47EB9A737

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: Homelessness

CCSP Funding Priority(ies):

Children and Youth: Not Applicable

Disabilities: Not Applicable

Economic Stability: Not Applicable

Health and Wellness: Not Applicable

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Homelessness: Emergency Financial Assistance supported by case management and other supportive services...,Rapid Re-Housing These activities are designed to move homeless people quickly to permanent housing...

Senior Services: Not Applicable

Veterans Services: Not Applicable

Nicholas House, Inc, Homeless Family Housing and Self Sufficiency 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
Boulevard Shelter	830 Boulevard	Atlanta	Georgia	30312	4	4,5,6

Approach and Design:

Nicholas House, Inc, Homeless Family Housing and Self Sufficiency Program will provide services to **44** clients that reside in Fulton County, with CCSP funding.

Nicholas House, Inc, will provide the following activities and services in Fulton County with CCSP funding:

Activities and services

DocuSign Envelope ID: 4849EA48-6ECF-4FFC-A39E-25F47EB9A737

1. Identity and qualify homeless families via a community-wide coordinated intake & assessment process. We will take families from the streets, cars, and other agency emergency shelters.
2. Create, with the family, an Individualized Service Plan (ISP) that establishes a path from their current reality to self-sufficiency. The plan establishes goals, timelines, and action steps to overcome barriers to self-sufficiency, securing permanent housing, and obtaining the income and benefits to sustain the family. Case managers and families review their plans monthly and complete formal progress evaluations every 90 days.
3. Provide rapid housing to families experiencing homelessness that is aligned with the varying needs of each family. Housing options include:

a. Subsidized housing for homeless families with some income but not enough to cover the full rental rate. Families obtain a lease in their name and pay 30% of their income toward rent. Nicholas House provides a temporary subsidy to cover the rest of the rental rate and will provide temporary utility assistance as well. While NHI subsidizes their rent, a case manager works with the family to find pathways to increase their income and incrementally cover more of the rent until NHI's subsidy is fully tapered off.
b. Returning to or staying in the families' original housing. NHI works with the family and their landlord to mitigate any disputes or issues, provides temporary assistance to pay overdue rent and utility bills, and prevents the family from experiencing homelessness.

4. Document all services and activities in accordance with HUD regulations for providing services to the homeless and through the Client Track online homeless management system for data collection. Using this statewide system supports community-wide collaboration, increases efficiency, reduces the duplication of resources, meets county-wide objectives for data collection and performance tracking, and fulfills federal funds requests and competitions to help the homeless in our area.
5. Support, encourage, and guide families as they complete their ISPs through ongoing case management. Case managers frequently use motivational interviewing techniques to empower families to attain greater self-reliance, accountability, and confidence in themselves and hope for their future.
6. Deliver, directly or through collaborative partners, services and support to help families achieve the goals and action step in their ISPs. Common needs include food, clothing, furniture, MARTA transportation, health insurance, healthcare, access to mainstream benefits, legal assistance, childcare, GED classes, financial literacy classes, and job skills training.
7. Provide individualized job placement assistance with a Case Manager working alongside each parent to identify skills, interests and assist in a search for meaningful employment with income growth potential.

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8. Host the "From Surviving to Thriving" program, an 8-week initiative held multiple times a year. NHI provides this opportunity at no cost for NHI families. It includes coaching and education on the four pathways to financial security: Learn, Earn, Save, and Own. Sessions cover budgeting, future planning, and SMART goals. NHI lowers the barriers to participation with dinner, childcare, and transportation assistance.
9. Enroll all families in aftercare support after a family leaves NHI's other programs. We check in with families at regular intervals for two years to verify their self-sufficiency and housing stability. These check-ins help cement the family's progress and provide an early crisis detection system. If an issue comes up, case managers can provide early intervention to help them work through the situation, maintain their self-sufficiency, and avoid losing their home.

How activities and services are accomplished

Nicholas House accomplishes the above activities by dedicated case managers employing current national best practices, wide-ranging community collaborations, and processes honed over 40 years of experience. Every NHI family works with a single case manager throughout their entire time with NHI. Case managers work closely with their families and work tirelessly to help them achieve their goals. Case managers do this using a Housing First Model and Client Centered Approach through Trauma Informed Care and Motivational Interviewing Techniques.

While NHI provides a wide range of programs and services, we recognize that collaboration creates an economy of scale, increases efficiency, and provides a better and wider range of resources for our families. Therefore, NHI maintains strong relationships with a large number of other organizations and refer clients to them as needed.

Community Collaborations

NHI has partnerships with many local organizations to ensure that our families can access the resources and support they need to become self-sufficient. Last year alone, over 2,200 volunteers supported NHI's families. Some of our collaborations include:

1. Participating in the Fulton County Coordinated Entry process to identify and qualify the most at-risk families for NHI's programs.
2. Atlanta Center for Self-Sufficiency provides employment coaches, job readiness training, and MARTA discounts.
3. Furniture Bank of Atlanta supplies furniture to families moving out of our Boulevard Shelter into permanent housing.
4. Peachtree Collier Dental offers free dental exams and treatments.
5. Mercy Care offers healthcare exams and treatments.
6. Atlanta Children's Shelter provides pre-school childcare services.

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7. Community volunteers teach From Surviving to Thriving, an 8-week course that covers the four pillars of financial security: Learn, Earn, Save, and Own.
8. Organizations adopt a room in NHI's Boulevard Shelter and complete basic maintenance like painting, ceiling tile replacement, and new furniture.
9. Individual and corporate supporters adopt families during the holiday season to donate food for Thanksgiving and presents for winter holidays.

Designation of CSP Funds:

Based on the awarded amount of **$35,000.00,** 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.

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Cost Category	Designation of CCSP Funding Award
Administrative (5% Admin max of funds awarded.)	$0.00
Operational	$1,750.00
Direct Services	$33,250.00
Total	$35,000.00

Explanation of Funding Details:

Administrative: N/A

Operational: Utilities and supplies necessary for operating the Boulevard Shelter

Direct Services: Salaries and Payroll Taxes for program work by the Director of Programs and Volunteer Manager

Program Performance Measures:

Nicholas House, Inc agrees to track and report program performance to the Fulton County Department of Community Development.

County Defined Performance Measure(s):

Children and Youth: Not Applicable

Disabilities: Not Applicable

Economic Stability: Not Applicable

Health and Wellness: Not Applicable

Homelessness: Number of individuals assisted through rapid re-housing,Number of individuals receiving emergency financial assistance,Number of individuals whose barriers to self-sufficiency

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are eliminated/ reduced; paths to self-sufficiency created...

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:

NHI strives to end family homelessness in Atlanta by eliminating the barriers to self-sufficiency. We ensure that their time living in a car or on the streets is very brief and that they receive the tools and assistance they need to address whatever led them to lose their home. NHI organizes its work by addressing two key areas: stable housing and earning a living wage. Research shows that addressing these key areas provides families with the best chance of long-term success.

Methods

The Barriers to Housing assessment tool, the first step in NHI's implementation plan, identifies focus areas for improvement and provides the foundation for families to measure their progress. Families work with their case manager to develop their Individualized Support Plans (ISPs), or the blueprint for their journey back to stable housing and self-sufficiency, based on the areas for improvement identified in the Barriers to Housing assessment. Each ISP contains goals unique to each family's needs and circumstances.

Case managers enter all ISPs into the statewide Client Track Homeless Management Information System (HMIS). HMIS is a sophisticated, web-based portal that provides a single, secure place for case managers to enter information and track families' progress. Because it is used statewide, it even records and tracks information when families receive supporting services from collaborating organizations.

Within HMIS, NHI tracks metrics including income growth, permanent housing placement, and budget and credit status. Case managers track these metrics using data the families provide, including pay stubs and leases. This information is aggregated at the 90-day, 6-, 12-, and 24-months intervals post-graduation with a survey.

NHI's approach to helping Atlanta's homeless families, with its focus on housing first and then self-sufficiency, is overwhelmingly successful. Of the 150 families that NHI will serve this year, 95% will move into more permanent housing upon exit. Additionally, at least 70% will maintain or increase their income, and 80% will maintain their self-sufficiency by staying in their home and covering all of their expenses two years after leaving NHI's programs.

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Goals and Objectives

NHI is proud to say that last fiscal year, our families met or exceeded the goals and objectives shown above. NHI measures success from our first interaction with a family to two years after they leave NHI's programs using a variety of quantitative assessments and tools.

County-defined Performance Measures

1. Number of individuals assisted through rapid re-housing

- Goal: 44 individuals quickly obtain permanent housing through NHI's rapid rehousing support.

- Data Collection Tool: Case managers will enroll individuals into NHI's rapid rehousing program and upload moving documents, services provided, and leases into Client Track or NHI records.

2. Number of individuals whose barriers to self-sufficiency are eliminated/ reduced; paths to self-sufficiency created. (Increase in income, access to case or noncash mainstream benefits)

- Goal: 35 individuals will meet at least one financial goal in their Individualized Service Plan

- Data Collection Tool: Case Managers will enter Individualized Service Plans, payroll stubs, referrals, and benefits information into Client Track.

3. Number of individuals receiving emergency assistance

- Goal: 44 individuals, with supportive case management, obtain permanent housing and receive basic necessities, furniture, bedding, or other supplies.

- Data Collection Tool: Case managers will enter all financial assistance, leasing advocacy efforts, and other interventions into Client Track

Agency-defined Performance Measures

Goal I: Percentage of participating families that maintain housing stability

· Objectives: 80% of families maintain their own housing at least 1 year after exit.

· Data Collection Tool: Case managers assess families regularly for housing stability for two years after the family exits NHI's programs and enter that data into Client Track

Goal 2: Number of individuals that receive needed healthcare services or gain access to healthcare coverage.

· Objective: 20 individuals will receive needed healthcare services or gain access to healthcare coverage.

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· Data Collection Tool: Case managers will enter self-reported health barriers, referrals and services provided to clients into Client Track

Goal 3: Number of individuals that enroll in From Surviving to Thriving

· Objective: 25 individuals will enroll in the 8-week initiative

· Data Collection Tool: Case managers will add program enrollment information into Client Track.

Major Milestones

- January 2024 -- begin intake of families and input in Client Track data tool
- Monthly between January -- December 2024:

- Enroll approximately 3 – 4 individuals into housing for a total of 44 during the year

- Determine housing barriers, income status, need/education gap, and establish service plan for each family as they enter a program.

- Enter services, referrals, goals, progress, case notes, and outcomes for each family into the Client Track data system.

- July 2024 – Submit the required performance report and invoice to Fulton County showing at least 50% progress towards our stated goals.
- October 2024 – Submit performance report to Fulton County showing at least 75% progress towards our stated goals with projected deliverables for October – December.
- January 2025 – Submit final performance report to Fulton County showing at least 100% completion towards our stated goals.

Agency Defined Performance Measure(s):

Goal I: Percentage of participating families that maintain housing stability

· Objectives: 80% of families maintain their own housing at least 1 year after exit.

· Data Collection Tool: Case managers assess families regularly for housing stability for two years after the family exits NHI's programs and enter that data into Client Track

Goal 2: Number of individuals that receive needed healthcare services or gain access to healthcare coverage.

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· Objective: 20 individuals will receive needed healthcare services or gain access to healthcare coverage.

· Data Collection Tool: Case managers will enter self-reported health barriers, referrals and services provided to clients into Client Track

Goal 3: Number of individuals that enroll in From Surviving to Thriving

· Objective: 25 individuals will enroll in the 8-week initiative

· Data Collection Tool: Case managers will add program enrollment information into Client Track.

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.

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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

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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 **$35,000.00.**

(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

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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:

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Department of Community Development
c/o: Youth and Community Services Division
hsd.grants@fultoncountyga.gov
137 Peachtree Street, SW
Atlanta, Georgia 30303

To Contractor:

Nicholas House, Inc
PO Box 15577
Atlanta, Georgia 30333

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

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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

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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 **Nicholas House, 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

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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

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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

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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.

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DocuSign Envelope ID: 4849EA48-6ECF-4FFC-A39E-25F47EB9A737

STATE OF GEORGIA

COUNTY OF FULTON

FORM F: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services[1] under a contract with **[insert name of prime contractor (Agency)]** Nicholas House 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.

121495
EEV/Basic Pilot Program* User Identification Number

Nicholas House
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

Jannan Thomas
Printed Name of Authorized Officer or Agent of Contractor

Sworn to and subscribed before me this 15 day of February, 2024.

Notary Public: Wafiyah Layali Bilal

County: Dekalb

Commission Expires: July 27, 2027

WAFIYAH LAYALI BILAL NOTARY PUBLIC EXPIRES GEORGIA July 27, 2027 DEKALB COUNTY

[1] 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 $2,500.00, 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 labor or 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].

DocuSign Envelope ID: 4849EA48-6ECF-4FFC-A39E-25F47EB9A737

STATE OF GEORGIA

COUNTY OF FULTON

FORM G: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services[3] under a contract with **[insert name of prime contractor (Agency)]** Nicholas House on behalf of **Fulton County Government** has registered with and is participating in a federal work authorization program*,[4] in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

121495

EEV/Basic Pilot Program* User Identification Number of Subcontractor

n/a

Name of Subcontractor (Individual/Agency)

BY: Authorized Signature Officer or Agent of Subcontractor

Executive Director

Title of Authorized Officer or Agent of Subcontractor

Jannan Thomas

Printed Name of Authorized Officer or Agent of Subcontractor

Sworn to and subscribed before me this 8 day of Feb, 2024.

Notary Public:

County: Fulton

Commission Expires: 8/17/26

GERALD F THOMPSON NOTARY PUBLIC GEORGIA EXPIRES August 17, 2026 FULTON COUNTY, GA

[3]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.

[4]*[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].

DocuSign Envelope ID: 4849EA48-6ECF-4FFC-A39E-25F47EB9A737

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/06/2023

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 Nicholas House, Inc. P.O. Box 15577 Atlanta GA 30333	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Alliance of Nonprofits for Ins. 10023 **INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 2023-2024 **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	[X] **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y		2023-77258	03/29/2023	03/29/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Employee Benefits	$ 1,500,000 $ 100,000 $ 10,000 $ 1,500,000 $ 3,000,000 $ 3,000,000 $ 1,000,000
A	**AUTOMOBILE LIABILITY** [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			2023-77258	03/29/2023	03/29/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Medical payments	$ 1,000,000 $ $ $ $ 5,000
A	[X] **UMBRELLA LIAB** [X] OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			2023-77258-UMB	03/29/2023	03/29/2024	EACH OCCURRENCE AGGREGATE 	$ 3,000,000 $ 3,000,000 $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
A	Professional Liability Directors and Officers Liability			2023-77258	03/29/2023	03/29/2024	Limit Limit	$1,000,000 $1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder is a "Additional Insured" per coverage form CG2010 attached to policy.

CERTIFICATE HOLDER

Fulton County Government – Purchasing Department
130 Peachtree Street, S.W.
Suite 1168
Atlanta GA 30303-3459

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.	All insured premises and operations.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:
1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

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2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/13/2024

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	**CONTACT NAME:** Judith Davis, CISR, CPSR
Hamby & Aloisio Inc. 53 Perimeter Center East #400 Atlanta GA 30346	**PHONE (A/C, No, Ext):** (770) 551-3270 **FAX (A/C, No):** (770) 551-3289 **E-MAIL ADDRESS:** judith@hains.com
INSURED	**INSURER(S) AFFORDING COVERAGE** / **NAIC #**
Nicholas House, Inc. P.O. Box 15577 Atlanta GA 30333	**INSURER A :** Alliance of Nonprofits for Ins. 10023 **INSURER B :** National Liability & Fire Ins. **INSURER C :** **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	☒ **COMMERCIAL GENERAL LIABILITY** ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:	Y		2024-77258	03/15/2024	03/15/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Accident Medical, Excess	$ 1,000,000 $ 500,000 $ 20,000 $ 1,000,000 $ 3,000,000 $ 3,000,000 $ 25,000
A	**AUTOMOBILE LIABILITY** ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			2024-77258	03/15/2024	03/15/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Medical payments	$ 1,000,000 $ $ $ $ 5,000
A	☒ **UMBRELLA LIAB** ☒ OCCUR **EXCESS LIAB** ☐ CLAIMS-MADE ☐ DED ☒ RETENTION $ 0			2024-77258-UMB	03/15/2024	03/15/2025	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000 $
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC-2024-81654-00	03/15/2024	03/15/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A	Professional Liability Directors and Officers Liability			2024-77258	03/15/2024	03/15/2025	Limit Limit	$1,000,000 $1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder is a "Additional Insured" per coverage form CG2010 attached to policy.

CERTIFICATE HOLDER

Fulton County Government – Purchasing Department
130 Peachtree Street, S.W.
Suite 1168
Atlanta GA 30303-3459

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.	All insured premises and operations.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:
1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

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2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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IN WITNESS THEREOF, the Parties hereto have caused this Contract to be executed by their duly authorized representatives as attested and witnessed and, as applicable, their corporate seals to be hereunto affixed as of the day and year date first above written.

OWNER:

FULTON COUNTY, GEORGIA

DocuSigned by:
Robert L. Pitts
BA715B1A26544E7...

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST:

DocuSigned by:
Tonya R. Grier
EEC476C4837648D...

Tonya R. Grier
Clerk to the Commission

DocuSigned by:

(Affix County Seal)

CONTRACTOR:

VENDOR NAME **Nicholas House, Inc.**

DocuSigned by: Name of Signatory: Jannan Thomas
Jannan Thomas Title of Signatory: Executive Director
4C6EFE139B6349B...

Authorized Signature

ATTEST:

DocuSigned by: Name of 2nd Signatory: **Tanya Watkins**
Tanya Watkins Title of 2nd Signatory: **Director of Development**
516614E12E79486...

Second Authorized Signature

DocuSigned by:

(Affix Corporate Seal, if applicable)

APPROVED AS TO FORM:

DocuSigned 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:**_____ **REGULAR MEETING**	**ITEM#:** 24-0350 **2ND RM:** 5/15/2024 **SECOND REGULAR MEETING**

DocuSign Envelope ID: 4BECA136-A3A9-442A-87F6-89F8F41ECAAD

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 **Junior Achievement of Georgia, 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:

DocuSign Envelope ID: 4BECA136-A3A9-442A-87F6-89F8F41ECAAD

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

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ARTICLE I - PARTIES AND TERM:

(a) Fulton County, through its YCS, retains Contractor, and Contractor accepts retention by Fulton County to render the services as hereinafter defined and required; to perform such services in a manner and to the extent required by the parties herein; and as may be hereafter amended or extended in writing by mutual agreement of the parties.

(b) The Chairperson of the Board of Directors for the Contractor or authorized representative (hereinafter "Board Chair") represents that she/he is authorized to bind and enter into contracts on behalf of Contractor, including this Agreement.

(c) Nothing contained in this Agreement shall be 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: In school Afterschool Out of School Programs to help bring up academic...,Programs and services focusing on one or more of the six National Milestones of My Brothers Keeper...

Disabilities: Not Applicable

Economic Stability: Not Applicable

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Health and Wellness: Not Applicable

Homelessness: Not Applicable

Senior Services: Not Applicable

Veterans Services: Not Applicable

Junior Achievement of Georgia, Inc., Financial Literacy and Career Readiness Education for Fulton County Students 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
Benjamin Banneker High School	6015 Feldwood Rd	Atlanta	Georgia	30349	5	5
Tri-Cities High School	2575 Harris St	East Point	Georgia	30344	4	4
Northview High School	10625 Parsons Rd	Johns Creek	Georgia	30097	1	1
Roswell High School	11595 King Rd	Roswell	Georgia	30075	2	2
JA Discovery Center in Atlanta	275 Northside Dr NW	Atlanta	Georgia	30314	4	1,2,3,4,5,6

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Approach and Design:

Junior Achievement of Georgia, Inc., Financial Literacy and Career Readiness Education for Fulton County Students will provide services to **1032** clients that reside in Fulton County, with CCSP funding.

Junior Achievement of Georgia, Inc., will provide the following activities and services in Fulton County with CCSP funding:

JA of Georgia will deliver 3DE at Banneker, Tri-Cities, Northview, and Roswell High Schools and serve Fulton County middle school students at the JA Discovery Center in Atlanta in support of the Children & Youth Services funding priority.

3DE: Activities and Services

3DE is implemented through the following activities:

- School-Level Implementation & Support: 3DE staff work on-site at each high school providing resources and support to school administration and teachers, while also allowing for the culture and learning enhancements to spread into the broader school. 3DE also supports teacher on-boarding and training while also building out educational resources to galvanize educators.
- Case Partner Integration: A team of experts in experiential design, business operations, strategic innovation, social capital, and education policy manages curriculum and resource development. JA of Georgia and 3DE National staff work with business and education partners to develop curriculum. Business partners engage directly with delivery of case methodology by providing resources including real-world curriculum, volunteers, financial support, intellectual capital, and more to students.
- Systems Improvement and Data Analysis: Review and analysis of leading indicators and impact metrics for continuous improvement.

3DE will provide the following services for students to promote on-time graduation, student overachievement, and higher academic and social/behavioral levels:

- 9th Grade: Students will be introduced to case method through real-world challenges prompting collaborative decision making, participating in 6 case experiences. Skills developed: Generative thinking, interpersonal skills, objective analysis, leadership, effective communication, and goal setting skills.
- 10th Grade: Student learn independently and work collaboratively to develop and articulate solutions to increasingly complex challenges, participating in 6 case challenges. Skills developed: Experimentation with ideas, stakeholder awareness, making inferences, promote resolution, confidence, and achievement orientation.
- 11th Grade: Students gather insights from industry experts that are used to inform a collective approach to developing a new venture through 4 case experiences. Skills developed: Originality of thoughts, adaptability, managing information, accountability, persuasion, and self-efficacy.

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- 12th Grade: Students transfer their knowledge and skills as they work as a project team to develop a feasible solution to a current issue facing a local industry by participating in one capstone experience. Skills developed: Challenging assumptions, calculated risk, depth of thought, independent thinking, active listening, and tackling adversity.

JA Discovery Center in Atlanta: Activities and Services

JA of Georgia will implement JA BizTown and JA Finance Park at the JA Discovery Center in Atlanta through the following activities:

- Provide hands-on, experiential programming for Fulton County middle school students through JA BizTown and JA Finance Park at the JA Discovery Center in Atlanta.
- Engage community volunteers from more than 170 Atlanta companies and organizations to elevate authenticity and relevance in learning for students.
- Partner with local school districts to ensure JA programming continues to be mandated and embedded into the core curriculum for all middle school students within Fulton County Schools.

The JA Discovery Center in Atlanta will deliver JA BizTown and JA Finance Park to middle school students to provide in-school programming that promotes academic achievement. Following the delivery of 20 hours of JA-provided classroom curriculum on financial literacy, business, entrepreneurship, and career readiness, students will visit the JA Discovery Center and participate in one of two programs:

- In JA BizTown, 6th grade students interact within a simulated economy and take on the challenge of starting and running a business. After in-class curriculum around the circular flow of the economy and what it means to be a citizen, students are assigned a job within one of the many storefronts in JA BizTown. Students then earn and spend a paycheck, pay taxes, vote for the elected officials for the day, and ultimately work with their peers towards paying back their business' start-up loan.
- JA Finance Park allows 7th and 8th grade students the opportunity to manage a household budget and learn about personal finance. After in-class lessons on subjects like budgeting and credit scores, students are assigned a 'life situation' including gross monthly income, interests, and family scenario. Students then visit storefronts representing the major line items in a budget such as housing, utilities, and food, and work towards providing for themselves and their families. Throughout the day they apply for car and home loans and discover the impact a credit score has on financial well-being.

Community Collaboration

JA of Georgia's programming represents high-level strategic partnerships between JA, school systems, and the business community, as JA of Georgia engages with over 25 school systems, including Fulton County Schools, and partners with over 170 organizations each year statewide.

3DE and JA Discovery Center programming is implemented in close partnership with JA of Georgia's partner school systems, including the Fulton County School System. JA of Georgia operates under a formal memorandum with Banneker High School, Tri-Cities High School, Northview High School, and Roswell High School, defining the scope of

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JA of Georgia services to be provided by the 3DE program. Additionally, JA of Georgia has a formal memorandum in place with Fulton County Schools ensuring all middle school students visit the JA Discovery Center in Atlanta twice during their middle school years.

The success of these innovative programs also represents JA's deep ties to the local business community. Partners invest in JA Discovery Center operations and programming through storefronts that connect students with local businesses and expose them to future career opportunities. In JA BizTown, these storefronts represent workplaces where students hold positions such as CEO and CFO, and in JA Finance Park storefronts represent the different line items in a budget (housing, healthcare, etc.). The JA Discovery Center in Atlanta currently has a Career Exploration Center sponsored by Delta Air Lines and over 30 storefronts that are sponsored by leading local and regional businesses, including:

- Assurant
- Bank of America
- Chick-fil-A
- Children’s Healthcare of Atlanta
- Community Foundation of Greater Atlanta
- Cox Enterprises
- Delta Air Lines
- Deluxe
- FreddieMac
- Gas South
- Georgia Power
- Georgia State University
- Grady Health System
- Graphic Packaging
- Hire Dynamics
- The Home Depot
- Invesco
- Kia
- Mercedes-Benz USA
- Meta
- NCR Voyix
- Norfolk Southern
- Publix
- Pulte Homes
- State Farm
- Starbucks
- TransUnion
- United Way of Greater Atlanta
- UPS
- U.S. Bank/Elavon
- Voya Financial
- Wells Fargo
- Yamaha

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- The YMCA of Metro Atlanta

Additionally, 3DE also works closely with its business partners and funders to create Case Challenges that are connected to real problems they are facing. Currently, more than 10 national and local partners work with JA of Georgia staff to develop and implement the curriculum used by the program. Current 3DE partners and their Case Challenges include:

- Truist: Students apply SMART Goals to their own life aspirations to create short, intermediate, and long-term financial goals.
- Arby's Foundation: Given Simple Survey data on the emotions and perspectives of a target market, students will present to Arby's an idea for building a great customer experience.
- Delta Air Lines: Students will present an idea for improving Delta's gate experience/boarding process.
- Jackson Healthcare: Students will complete a Cascading Goals Framework indicating how work groups should work together to complete a project.
- The Home Depot: By Applying the Design Thinking Process, students will present a prototype for a new in-store experience.
- UPS: Students will use SWOT Analysis to develop and propose strategies for increasing employee morale amongst seasonal employees.

Partners further invest in creating learning experiences for students through volunteer support that elevates authenticity and relevance in learning for students. Volunteers from the business community are integral to the delivery of the 3DE model as they work with students on real business case challenges and act as coaches and mentors for students. Overall, business community partnerships connect students to the real world and prepare them for their economic futures. In the 2022-23 school year, 10,796 volunteers spent 68,081 hours with students through JA of Georgia programs.

Designation of CSP Funds:

Based on the awarded amount of **$25,000.00,** the CCSP funds are designated according to the following cost categories: Administrative, Operational, and Direct Services.

Administrative Expenses- CCSP Funds that are spent on executive / management staff and administrative support staff salaries, salary fringe, and benefits; etc.).

Operational Expenditures- CCSP funds used to conduct agency/ organizational functions that are secondary to program service delivery such as office/ warehouse lease or mortgage expenses, office supplies (pens, toner, paper, etc.), utility expenses, transportation expenses (staff travel expenses), marketing/catalogs, etc.

Direct Service Expenditures- CCSP funds utilized to provide services directly to agency/program participants such as payments made on behalf of participants for rent, utilities, food, shelter, transportation (rentals, gas, and parking, bus drivers, public transportation costs, etc.) ,

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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.)	$0.00
Operational	$0.00
Direct Services	$25,000.00
Total	$25,000.00

Explanation of Funding Details:

JA of Georgia requests $25,000 in funding to support services for children and youth in Fulton County through 3DE and the JA Discovery Center in Atlanta. This funding request represents less than 2% of the combined annual budget for these programs. The Administrative, Operational, and Direct Services cost categories will be spent on the following expenses:

- Administrative, $0
- Operational, $0
- Direct Services, $25,000: Program materials for 3DE and the JA Discovery Center in Atlanta (student workbooks, activity directions, student certificates, and hands-on activities and supplies). Additionally, funds would support salaries for three dedicated JA of Georgia employees supporting 3DE.

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Program Performance Measures:

Junior Achievement of Georgia, 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 boys/young men of color benefiting from My Brother's Keeper (MBK) Alliance six National Milestones...,Number of school-aged youth engaged in/benefiting from In school/ Afterschool/ Out of School Programs...

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:

Health & Human Services/Children & Youth Services County Defined Performance Measures

1) Percentage of high school students who graduate on time.

Goal: 100 high school seniors served will graduate on time.

Method: The number of 3DE high school seniors at Banneker and Northview High Schools that graduate in the 2023-24 school year.

Schedule: Preliminary graduation rates estimated to be available by July 2024.

2) Percentage of students overachieving each year.

Goal: 90 high school students will score proficient or higher in Algebra I based on Georgia Milestones testing.

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Method: Track State Standardized Assessments for ELA and math for students at Banneker, Northview, Tri-Cities, and Roswell High Schools.

Schedule: Data available by December 2024.

3) In school/ Afterschool/ Out of School Programs to help bring up academic and social/behavioral levels of school-aged youth (afterschool programming, enrichment programs, tutoring, mentoring, summer camps, camps during school breaks)

Goal: 255 school-aged youth will benefit from in-school programming to help bring up academic and social/behavioral levels.

Method: The number of students that participate in JA BizTown and JA Finance Park at the JA Discovery Center in Atlanta.

Schedule: Data tracked throughout the year.

4) Programs and services focusing on one or more of the six National Milestones of My Brother's Keeper (MBK) Alliance.

Goal: 80 young men of color will benefit from the My Brother's Keeper (MBK) Alliance milestone of graduating from high school ready for college and career. This number will represent the number of Black males graduating from high school that participated in 3DE.

Method: The number of young men of color that participate in 3DE that graduate high school ready for college and career.

Schedule: Preliminary graduation rates estimated to be available by July 2024.

3DE: KPIs

JA of Georgia will use the following key performance indicators to measure progress towards both county and agency defined performance measures:

- Stability Rate: Stability is a measure of student retention within a school year, calculated by the students enrolled at the beginning of the year, decreased by students who either move out of zone or students who withdraw from 3DE. A high Stability Rate indicates strong student/parent engagement and affinity to the 3DE experience.
- Attendance: Research indicates that attendance is one of the strongest predicators of student achievement and graduation rates amongst our nation's students.
- Mindset: Inclusive of indicators that point towards future success such as self-efficacy, motivation, goal setting, hope, and inspiration.

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- Graduation Tracking: On-track to graduation percentages provide a consistent indicator for rising 10th-12th graders of successful matriculation through high school.
- Academic Performance: Incoming 3DE 9th graders typically come to 3DE with academic baselines that are well below proficient, specifically in reading and math. Throughout high school, end of course (EOC) academic assessments provide a gauge on student growth and development in Math and Reading/Literature proficiency, as well as the understanding and application of key concepts in science and social studies.

JA Discovery Center in Atlanta: KPIs

JA Discovery Center programming is intentionally designed to positively impact students by increasing relevance in learning, creating positive mindsets, and increasing goal-setting orientation. Key success indicators for JA BizTown and JA Finance Park are measured as follows to understand progress towards impact:

- Student Engagement: Are students exhibiting increased and consistent behavioral, cognitive, and emotional engagement in their educators and futures?
- Content Knowledge: Are students grasping the key content knowledge intended in the curriculum such as financial literacy concepts and 21st century skills?
- Relationships: Are the students grasping the real-world relevancy of lessons through understanding key relationships such as targeted teamwork and collaboration, interpersonal collaboration and conflict resolution, and education/career and income?
- Skills and Techniques: Are students grasping essential skills that are at the core of career-readiness and are vital to student success within their current grade level such as collaboration, communication, and critical thinking? And are students gaining a composite of skills outlined through personal finance education standards, as outlined by Georgia Department of Education?

Data Collection

Evaluation of JA Discovery Center programming is an ongoing process that includes on- and off-site, pre-post, and delayed post surveys that are administered to program stakeholders, including students and teachers. Internal and external evaluators examine survey results to implement, monitor, and evaluate programmatic impacts. To evaluate the 3DE model, a highly skilled team at 3DE National and within JA of Georgia leads the evaluation design, data collection, and analysis of student, teacher, school, and network-wide impacts and outcomes. These outcomes are tracked through quarterly and annual reviews of student, school, and market performance utilizing the Graduation Tracking System that analyzes student grades, attendance, standardized scores, and course completion.

Additionally, 3DE National staff conducts monthly and annual reviews of Case Method and competency-based performance through rubrics, surveys, and tracking student performance. With processes in place to measure both quantitative and qualitative data, JA of Georgia implements results-driven and evidence-based programming that has demonstrated its ability to promote positive student outcomes.

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3DE: Schedule

3DE implements case challenges for 9th-11th grade and a capstone experience for 12th grade throughout the school year, with these experiences delivered on an ongoing basis and fully integrated into the traditional school day. The schedule for the delivery of Case Challenges specifically is as follows:

- Week 1: Case Launch: Case challenge is introduced to students.
- Week 2: Research Analysis: Students review case materials & complete additional research to begin the brainstorming process.
- Week 3: Coaching Sessions: Teams share findings to gain feedback & clarity from Business Coaches as they work towards a unique solution.
- Week 4: Initial Presentations: Teams collaboratively present preliminary solutions to internal group of peers & four finalist teams are chosen.
- Week 5: Final Presentations: The finalists present solutions to judges who provide feedback & select the winning team with the most effective presentation.

JA Discovery Center: Schedule

The JA Discovery Center in Atlanta will operate along the following internal timeline (2024-2025 school year provided below as a sample):

- June 2024-August 2024: Refresh physical simulation spaces (JA BizTown & JA Finance Park) to ensure relevancy to learning with up-to-date partner information and experiences. Compile and share evaluation results from previous school years with donors and partners.
- June 2024 -August 2024: Meet with school leadership from partner districts to establish a calendar for the upcoming school year.
- June 2024-May 2025: Meet with schools and businesses to determine volunteer needs for all programming. Recruit, train, and pair volunteers and teachers
- September 2024-May 2025: Implement JA programs and gather educator and volunteer feedback online, post program surveys upon program completion.

Additionally, the student experience will follow the below ongoing schedule:

- 12 teacher-led sessions in-class prior to the simulation supporting critical thinking skills and student engagement.
- 4–5-hour visit to the JA Discovery Center in Atlanta where students participate in either JA BizTown or JA Finance Park.
- One teacher-led in-class session following the simulation reviewing the concepts.

Agency Defined Performance Measure(s):

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Children & Youth Services Agency Defined Performance Measures

In addition to county defined performance measures, JA of Georgia will track the following agency-defined performance measures during the grant period:

1) JA BizTown students will feel confident in communicating their opinions to others.

Goal: 90% of JA BizTown students feel confident in communicating their opinions to others.

Method: Measured through on- and off-site, pre-post, and delayed post surveys administered to students.

2) JA Finance Park students understand why learning to successfully manage money is important to their future.

Goal: 99% of JA Finance Park students understand why learning to successfully manage money is important to their future.

Method: Measured through on- and off-site, pre-post, and delayed post surveys administered to students.

3) JA Discovery Center students have set goals for their future after high school.

Goal: 94% of JA Discovery Center students have set goals for their future after high school.

4) JA Discovery Center students will demonstrate increased student engagement.

Goal: 97% of educators observed increased student engagement in JA BizTown and JA Finance Park.

Method: Measured through on- and off-site, pre-post, and delayed post surveys administered to students.

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.

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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.

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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 **$25,000.00.**

(b) Upon receipt and approval of Contractor's invoice delineating projected expenditures for the first six months of the contracting period. Upon receipt and approval of said invoice, County shall pay Contractor the first six months of compensation provided for by this Agreement. The Contractor shall provide Fulton County with a second invoice delineating projected expenditures for the remaining six months of the Agreement Term. Upon receipt and approval of

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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.

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(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:

Junior Achievement of Georgia, Inc.
275 Northside Drive NW Building C, 3rd Floor
Atlanta, Georgia 30314

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

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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.

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(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 **Junior Achievement of Georgia, Inc.**, its directors, officers, employees, agents and assigns shall have no right of redress pursuant to the Personnel Rules and Regulations of Fulton County.

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(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

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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:

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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.

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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.

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STATE OF GEORGIA

COUNTY OF FULTON

FORM F: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services[1] under a contract with **[insert name of prime contractor (Agency)]** Junior Achievement of Georgia 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.

697328
EEV/Basic Pilot Program* User Identification Number

Junior Achievement of Georgia Inc.
Name of Contractor (Agency)

BY: Authorized Signature of Officer or Agent of Contractor

President & CEO
Title of Authorized Officer or Agent of Contractor of Contractor

John Hancock
Printed Name of Authorized Officer or Agent of Contractor

Sworn to and subscribed before me this 26 day of February, 2024.

Notary Public: Keoshia Wilson

County: Fulton

Commission Expires: 09.09.2024

KEOSHIA WILSON NOTARY PUBLIC GEORGIA FULTON COUNTY

Keoshia Wilson
NOTARY PUBLIC
Fulton County
State of Georgia
My Comm. Expires September 9, 2024

2/26/2024

[1] 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.

[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]

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STATE OF GEORGIA

COUNTY OF FULTON

FORM G: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services[3] under a contract with **[insert name of prime contractor (Agency)]** _____ on behalf of **Fulton County Government** has registered with and is participating in a federal work authorization program*,[4] in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

_____
EEV/Basic Pilot Program* User Identification Number of Subcontractor

_____
Name of Subcontractor (Individual/Agency)

_____
BY: Authorized Signature Officer or Agent of Subcontractor

Not Applicable
_____
Title of Authorized Officer or Agent of Subcontractor

_____
Printed Name of Authorized Officer or Agent of Subcontractor

Sworn to and subscribed before me this _____ day of _____, 20_____.

Notary Public: _____

County: _____

Commission Expires: _____

[3]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.

[4]*[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].

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Client#: 1033526 JUNIOACH79

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/29/2024

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
USI Insurance Services, LLC
6501 S. Fiddlers Green Cir
Greenwood Village, CO 80111
303 837-8500

CONTACT NAME: Isaac Harmon
PHONE (A/C, No, Ext): 303 863-6238 **FAX (A/C, No):**
E-MAIL ADDRESS: den.certificate@usi.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Federal Insurance Company	20281
INSURER B : National Fire & Marine Insurance Co.	20079
INSURER C : Great Northern Insurance Company	20303
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Junior Achievement USA
12320 Oracle Blvd. Suite 310
Colorado Springs, CO 80921

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	X		35788663	07/01/2023	07/01/2024	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
							MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$1,000,000
	OTHER:						SAM	$1,000,000
C	AUTOMOBILE LIABILITY			74969872	07/01/2023	07/01/2024	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	UMBRELLA LIAB OCCUR			42UMC10002111	07/01/2023	07/01/2024	EACH OCCURRENCE	$15,000,000
	X EXCESS LIAB X CLAIMS-MADE						AGGREGATE	$15,000,000
	DED X RETENTION $10,000							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N	N / A		71753906	07/01/2023	07/01/2024	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N						E.L. EACH ACCIDENT	$1,000,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Junior Achievement of Georgia, Inc.
The General Liability includes an automatic Additional Insured endorsement that provides Additional Insured status on a primary and non contributory basis, to Fulton County Government, Its Employees, Servants and Agents, only when there is a written contract that requires such status. Waiver of Subrogation in favor of additional insured, only when there is a written contract that requires such status. Sexual Abuse and Molestation coverage is included in General Liability $1,000,000.

CERTIFICATE HOLDER
Fulton County Government
141 PRYOR ST SW
Atlanta, GA 30303-3408

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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TXMBC

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IN WITNESS THEREOF, the Parties hereto have caused this Contract to be executed by their duly authorized representatives as attested and witnessed and, as applicable, their corporate seals to be hereunto affixed as of the day and year date first above written.

OWNER:

FULTON COUNTY, GEORGIA

DocuSigned by:
Robert L. Pitts
BA715B1A26544E7...

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST:

DocuSigned by:
Tonya R. Grier
EEC476C4837648D...

Tonya R. Grier
Clerk to the Commission

(Affix County Seal)

DocuSigned by:

CONTRACTOR:

VENDOR NAME **Junior Achievement of Georgia, Inc.**

DocuSigned by:
John Hancock
7D2159AB50D34BD...

Name of Signatory: John Hancock
Title of Signatory: President & CEO

Authorized Signature

ATTEST:

DocuSigned by:
Michelle Martin
715929E32E5C4D6...

Name of 2nd Signatory: **Michelle Martin**
Title of 2nd Signatory: **Notary, State of Georgia , Fulton Cout**

Second Authorized Signature

(Affix Corporate Seal, if applicable)

DocuSigned by:

APPROVED AS TO FORM:

DocuSigned 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:**_____ **REGULAR MEETING**	**ITEM#:** 24-0350 **2ND RM:** 5/15/2024 **SECOND REGULAR MEETING**