

Attachment B

CONTRACT

STATE OF GEORGIA

COUNTY OF FULTON

This contract ("**Contract**") is made and entered into by and between the State Charter Schools Commission of Georgia, hereinafter referred to as the "**SCSC**," and [**Contractor Name**], [**Contractor Address**], hereinafter referred to as the "**Contractor**".

WHEREAS all state charter schools are subject to an annual audit by an independent certified public accountant licensed in Georgia, pursuant to O.C.G.A. § 20-2-2065(b)(7);

WHEREAS the SCSC has identified the need to receive uniform and timely audit reports to adequately monitor state charter schools for the state 2024 fiscal year (July 1, 2023 – June 30, 2024); and,

WHEREAS the Contractor has indicated that it is willing, qualified, and experienced to provide such professional services for the SCSC.

NOW, THEREFORE, in consideration of the benefits and duties contained herein, the parties hereby agree as follows:

1. Scope of Services.

- a. Annual Audit: The SCSC will provide the Contractor a list of state charter schools to be audited under this Contract; each state charter school identified on the list shall be referred to as an "**Engaged School**." For each Engaged School, the Contractor will provide auditing services consistent with *Generally Accepted Government Auditing Standards*, including reports of the school's internal controls and compliance, review of the statement of position and statement of activities, the governmental fund balance sheet and income statement, and the reconciliation statements between governmental and full accrual statements and the changes in fund balances budget and actual for the state fiscal year ending June 30, 2024. The Contractor shall also provide the SCSC a Summary Report (Attachment C) for each audit to provide the SCSC with material information from the audit needed to calculate a school's financial score on the SCSC Comprehensive Performance Framework. The report summary shall be in a format as requested by the SCSC and provided to the SCSC within 30 days completion of each school's audit. The Contractor shall provide such audit services in accordance with the Request for Proposals for Participation in the FY2024 SCSC Approved Auditor Program ("RFP") and the Contractor's final response as accepted by the SCSC, which documents are expressly incorporated into this Contract as Attachment A. The Contractor shall provide a written draft audit report for each Engaged School to the governing board of the Engaged School and the SCSC by October 15, 2024. The Contractor shall provide a final audit report for each Engaged School to the governing board of the Engaged School and the SCSC by November 1, 2024.
- b. Additional Services: This Contract shall not be construed to prohibit Contractor from providing additional services to Engaged Schools not covered by this Contract. Services that require additional time and expense arising from a period not within Fiscal Year 2024 are not covered within the scope of this Contract. Contractor may negotiate fees with an Engaged School to provide services not covered by this Contract; however, the Contractor must notify the Engaged School of the additional work and proposed fees prior to beginning the services. The SCSC will not be responsible for the payment of any fees not covered within the scope of this Contract.

2. Payment for Services.

- a. Compensation for Service: The SCSC will provide Contractor payments for services provided utilizing the Fee and Invoice Schedules below. The compensation provided by the SCSC under this Contract shall serve as compensation for the Contractor's time and effort as well as payment for all related travel expenses incurred as a result of this Contract. The Contractor shall not be entitled to any other travel reimbursement from the SCSC for

services provided under this Contract. The maximum amount that can be paid by the SCSC to the Contractor under this Contract shall be **[Contract Amount with Contingencies] (\$)** unless the Contract is amended in writing under the provisions of this Contract. The SCSC shall have the right to withhold or deduct payments in the event of the Contractor's nonperformance.

b. Annual Audit: The SCSC will provide the Contractor compensation for the audit services provided under this contract utilizing the fee proposal outlined in Contractor's final response as accepted by the SCSC as described below.

1. The Base Fee for services provided under this contract shall be: **[List of Base Fee]**. SCSC shall only be required to issue payment upon completion of each school's audit services and corresponding Summary Report (Attachment C) in compliance with this Contract and is not required to issue partial payment for incomplete services or payment for costs or expenses under any circumstances, even if Contractor is unable to complete the services due to another entity's actions or inactions.
2. In the event the Contractor identifies unforeseen circumstances while providing services to an Engaged School that will require additional time and expense of the Contractor, the Contractor may request an amendment to the Fee Schedule. Any request to amend the Fee Schedule must be made in writing to the SCSC Executive Director prior to performing the actions requiring additional time and expense and shall state the reasons for the amendment.
3. The SCSC Executive Director may approve amendments to the Fee Schedule of no more than **(Per School Contingency Amount)** per Engaged School and the total of such amendments shall not exceed **(Overall Contingency Amount)** under this contract. The determination to amend the Fee Schedule is in the sole discretion of the SCSC Executive Director. In the event unforeseen circumstances arise that exceed the scope of this Contract and the fees outlined herein, the parties agree to negotiate additional services and fees in good faith.
4. In the event the Contractor does not provide a final audit report to the governing board of an Engaged School by November 1, 2024, the SCSC will reduce the total fee the Contractor would have received for that Engaged School by Five Percent (5%) for every thirty (30) days after November 1, 2024, that the Contractor fails to provide a final audit report to the governing board of an Engaged School. This paragraph shall not apply if the delay in producing the final audit report is the result of an Engaged School's obstruction of the audit process, poor recordkeeping, or any other event that is not within the control of the Contractor. This reduction in fees is intended to compensate the SCSC for any breach by the Contractor of its obligations under this Contract as the actual damages likely to result in this breach are difficult to estimate as of the date of this Contract and would be difficult for the SCSC to prove. This reduction in fees is not intended to serve as a penalty or punishment for any breach by Contractor.
5. SCSC shall not issue payment for the Contractor's final invoice until SCSC receives the final Summary Report (Attachment C) for all schools audited by Contractor.

c. Invoice Schedule: The SCSC shall provide the Contractor the total to be paid under this Contract upon the receipt of invoices for work completed under this contract. The Contractor shall submit invoices as work progresses with no more than one invoice submitted per calendar month. The SCSC agrees to promptly submit request for payment of the invoice through the Georgia Department of Education. Invoice(s) shall be submitted to: **[insert SCSC staff member]**.

3. Term of Contract. This Contract shall begin on the date on which it is signed by both parties ("**Effective Date**") and shall end at midnight on June 30, 2025. In the event this Contract is signed by the parties on different dates, the later date shall control. The SCSC will not make payment for any work performed prior to the Effective Date of this Contract.

4. Renewal. Reserved.

5. Relationship of the Parties: This Contract does not create a partnership, joint venture, employment relationship, or any other association or agency between the parties. Contractor is an independent contractor and neither Contractor nor its agents, servants, employees or contractors are deemed agents, servants or employees of SCSC while performing the Services and will not be entitled to fringe benefits normally accruing to SCSC employees. Contractor shall comply with all laws, rules and regulations involving its employees and any subcontractors regarding employment of labor, hours of

labor, health and safety, working conditions, workers' compensation insurance, and payment of wages. Neither party has the authority to create an obligation or liability on behalf of or binding upon the other party except as expressly permitted in this Contract.

6. Waiver: Except as specifically provided for in a written waiver signed by the parties, failure by either party at any time to require performance or claim a breach of this Contract does not constitute a waiver or affect the party's right to require performance or claim a breach of this Contract.
7. Standard of Performance: Contractor shall ensure that its Services conform at a minimum to the standards in the Contractor's industry.
8. Insurance: Contractor shall obtain and provide evidence of insurance as required by Attachment B.
9. Compliance with Law: The Contractor shall perform its obligations hereunder in accordance with all applicable federal and state laws and regulations now or hereafter in effect.
10. Confidentiality:
 - a. The Contractor shall abide by all state and federal laws, rules and regulations, and SCSC policy respecting confidentiality of records, including but not limited to student records, and not disclose information concerning individual records to any unauthorized person.
 - b. If a subpoena or other legal process is served on Contractor seeking records containing confidential information, the Contractor shall promptly notify the SCSC and cooperate with the SCSC in any lawful effort to protect the confidential information.
 - c. The Contractor shall immediately report to the SCSC any suspected or actual unauthorized disclosure of confidential information and cooperate with the SCSC and any regulatory authorities concerning investigation of the disclosure.
11. Civil Rights Compliance: The Contractor agrees to comply with the following civil rights statutes: Americans with Disabilities Act (42 U.S.C. 12101, *et seq.*); Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d through 2000d-4); Title IX of the Education Amendments of 1972 (20 U.S.C. 1681-1683); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794); and the Age Discrimination Act (42 U.S.C. 6101, *et seq.*). Neither party will discriminate against any SCSC or Contractor employee or applicant for employment, or against any applicant for enrollment for a course of study, or against any student in his or her course of study or training related to this Contract because of race, color, gender, national origin, age, or disability.
12. Drug-Free Workplace: In accordance with the federal Drug-Free and Communities Act and Amendment of 1989 and the Georgia Drug-Free Workplace Act of 1988 (O.C.G.A. Section 50-24-1, *et seq.*), the Contractor declares that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance, marijuana or dangerous drug is prohibited at Contractor locations at which individuals are directly engaged in the performance of work pursuant to this Contract. The Contractor may satisfy this requirement by complying with O.C.G.A. Section 50-24-3(b). The Contractor shall ensure that each subcontractor contracted for work related to the Services provides the following written certification: "As part of the subcontracting agreement with [Contractor's name], [Subcontractor's name] certifies to the contractor that a drug free workplace will be provided for the subcontractor's employees during the performance of this contract pursuant to paragraph (7) of subsection (b) of Code Section 50-24-3.
13. Trading with State Employees: The Contractor shall make no payment to any employee of the SCSC nor to any business entity in which an SCSC employee maintains an ownership interest of 20% or more without obtaining prior written approval from the Executive Director of the SCSC. The Contractor hereby certifies that this Contract does not and will not violate the provisions of Official Code of Georgia Annotated § 45-10-20, *et seq.*, which prohibit and regulate certain transactions between certain state officials, employees, and the State of Georgia. The Contractor shall ensure that the Services are not provided by an employee of the State of Georgia.
14. Conflicts of Interest. Contractor shall take all reasonable steps to avoid any and all conflicts of interest, including the appearance of a conflict of interest. If Contractor provides services not covered by this Contract to an Engaged School, Contractor must ensure that no conflict of interest arises out of the provision of such services and that the provision of such services does not conflict or interfere with the Contractor's obligation to perform the Scope of Services under this Contract.

Should the SCSC, in its sole discretion, determine that the Contractor's provision of services not covered by this Contract to an Engaged School results in an actual conflict of interest, the SCSC shall not be obligated to compensate Contractor for services under this contract as it relates to the Engaged School.

15. Records: The Contractor shall:
 - a. Maintain full and complete records which pertain to this Contract for a period of three (3) years from the date of final payment under this Contract, or until all litigation, claims, or audit findings involving the records have been resolved if such claim or audit is started before the expiration date of the three year period.
 - b. Provide the SCSC or any duly authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Contract at any time during normal business hours for the term of this Contract and/or three (3) years thereafter for the purpose of making an audit, examination, excerpts, and transcriptions. If an audit discloses incorrect billings or improprieties, the SCSC may charge the Contractor for costs related to the audit.

16. Works for Hire: Contractor shall retain rights to intellectual property in pre-existing materials utilized in furtherance of this Contract; however, any papers, reports, graphs, forms, guides, evaluations, spreadsheets, databases and other material which are solely produced under or as a result of this Contract are to be deemed a "work made for hire", as such term is defined in the Copyright laws of the United States.

17. Later Arriving Terms: Terms included on the Contractor's own forms and invoices are null and void unless added through the amendment process set forth in this Contract. Any terms or conditions supplied by Contractor after execution of this Contract that relate to the Services, including but not limited to "click-wrap" agreements, linked terms, invoice terms or documents in response to purchase orders, are ineffective, null and void and the SCSC shall not be deemed to have accepted such terms or conditions despite continuing under this Contract without objection.

18. Open Records Act: The Georgia Open Records Act ("ORA"), (O.C.G.A. Section 50-18-70, *et. seq.*) is applicable to the Services provided pursuant to this Contract and Contractor shall comply with all provisions of the ORA and make records pertaining to the performance of Services under this Contract available for public inspection upon request, unless otherwise exempt under provisions of the ORA.

19. Contractor's Indemnification Obligation. The Contractor agrees to indemnify and hold harmless the State of Georgia, SCSC and its officers, employees, agents, and volunteers (collectively, "**Indemnified Parties**") as follows:
 - a. Contractor agrees to hold Indemnified Parties harmless from any and all costs, expenses, losses, claims, damages, liabilities, settlements and judgments, including reasonable value of the time spent by the Attorney General's Office, related to or arising from:
 - i. Any breach of the Contract;
 - ii. Any negligent, intentional or wrongful act or omission of the Contractor or any employee, agent or subcontractor utilized or employed by the Contractor;
 - iii. Any failure of services to comply with applicable specifications, warranties, and certifications under the Contract;
 - iv. The negligence or fault of the Contractor in design, testing, development, manufacture, or otherwise with respect to the services provided under the Contract;
 - v. Claims, demands, or lawsuits that, with respect to the goods (if any) or any parts thereof, allege product liability, strict product liability, or any variation thereof;
 - vi. The Contractor's performance or attempted performance of the Contract, including any employee, agent or subcontractor utilized or employed by the Contractor;
 - vii. Any failure by the Contractor to comply with the "Compliance with Statutes and Regulations " provision of the Contract;
 - viii. Any failure by the Contractor to make all reports, payments and withholdings required by federal and state law with respect to social security, employee income and other taxes, fees or costs required by the Contractor to conduct business in the State of Georgia or the United States;
 - ix. Any infringement of any copyright, trademark, patent, trade dress, or other intellectual property right; or
 - x. Any failure by the Contractor to adhere to the confidentiality provisions of the Contract.

- b. Duty to Reimburse State Tort Claims Fund. To the extent such damage or loss as covered by this indemnification is covered by the State of Georgia Tort Claims Fund (the "Fund"), the Contractor (and its insurers) agrees to reimburse the Fund. To the full extent permitted by the Constitution and the laws of the State and the terms of the Fund, the Contractor and its insurers waive any right of subrogation against the State, the Indemnified Parties, and the Fund and insurers participating thereunder, to the full extent of this indemnification.
- c. Litigation and Settlements. The Contractor shall, at its own expense, be entitled to and shall have the duty to participate in the defense of any suit against the Indemnified Parties. Subject to approval of the Attorney General of the State of Georgia, the SCSC may tender defense of any such action to Contractor upon Contractor's request. No settlement or compromise of any claim, loss or damage entered into by the Indemnified Parties shall be binding upon Contractor unless approved in writing by Contractor. No settlement or compromise of any claim, loss or damage entered into by Contractor shall be binding upon the Indemnified Parties unless approved in writing by the Indemnified Parties.
- d. All concepts and materials used in performance of Services must be wholly original with the Contractor or Contractor must have all applicable interests, rights, licenses, permits or other intellectual property. Any concepts or materials used or provided by Contractor do not infringe upon a third-party's rights or interests or violate the rights of publicity of privacy or, or constitute a libel or slander against, any person or entity.
- e. If any of the Services are held in any legal proceeding to constitute patent or copyright infringement and use is enjoined, Contractor shall, at its option and expense:
 - i Procure for the State the right to continue using the services;
 - ii Replace or modify the same so that it becomes non-infringing; or
 - iii Remove the same and cancel any future charges pertaining thereto.

Contractor, however, shall have no liability to the State if any patent, or copyright infringement or claim thereof is based upon or arises out of any patent or copyright in which the SCSC has any direct interest by license or otherwise.

- f. All the above indemnification obligations of the Contractor shall survive termination of the Contract.

20. Non-profit Contractor: Reserved.

21. Security and Immigration Compliance: The Contractor shall comply with the provisions of HB 87 The Illegal Immigration Reform and Enforcement Act of 2011. Prior to undertaking any work under this Agreement, Contractor shall execute the affidavit attached hereto as Attachment C to ensure compliance with the Georgia Security and Immigration Compliance Act (O.C.G.A. Section 13-10-91). Contractor agrees that it will obtain an affidavit (attached hereto as Attachment D) from each subcontractor. In lieu of the affidavit, the Contractor and/or any subcontractor who has no employees and does not hire or intend to hire employees for purposes of satisfying or completing the terms and conditions of the Contract shall provide a copy of the state issued driver's license or state issued identification card for such party if such state issued driver's license or identification is issued by a state listed as compliant with the Immigration Verification Requirement of the Illegal Immigration Reform and Enforcement Act of 2011. The Contractor shall provide the SCSC with all documents obtained pursuant to this paragraph within five business days of receipt.

22. Boycott of Israel: If the amount of this Contract is \$100,000.00 or more and Contractor qualifies as a Company pursuant to O.C.G.A. § 50-5-85, Contractor certifies that Contractor is not currently engaged in, and agrees for the duration of this Contract not to engage in, a boycott of Israel as defined in O.C.G.A. § 50-5-85.

23. Time is of the Essence: Time is of the essence with respect to the performance of the terms of this Contract.

24. Force Majeure.

- a. If a Force Majeure Event prevents a party from complying with any one or more obligations under this Contract, that inability to comply will not constitute breach if (1) that party uses reasonable efforts to perform those obligations, (2) that party's inability to perform those obligations is not due to its failure to (A) take

reasonable measures to protect itself against events or circumstances of the same type as that Force Majeure Event or (B) develop and maintain a reasonable contingency plan to respond to events or circumstances of the same type as that Force Majeure Event, and (3) that party complies with its obligations under section 24(c).

- b. For purposes of this Contract, "Force Majeure Event" means any event or circumstance, whether or not foreseeable, that was not caused by that party [(other than a strike or other labor unrest that affects only that party, an increase in prices or other change in general economic conditions, a change in law, or an event or circumstance that results in that party's not having sufficient funds to comply with an obligation to pay money)] and any consequences of that event or circumstance.
- c. If a Force Majeure Event occurs, the noncomplying party shall promptly notify the other party of occurrence of that Force Majeure Event, its effect on performance, and how long the noncomplying party expects it to last. Thereafter the noncomplying party shall update that information as reasonably necessary. During a Force Majeure Event, the noncomplying party shall use reasonable efforts to limit damages to the other party and to resume its performance under this agreement.
- d. The parties may mutually agree in writing to terminate the Contract due to a Force Majeure Event that significantly affects one party's ability to perform. If terminated for a Force Majeure Event, the SCSC will pay Contractor for Services performed prior to the effective date of termination.

25. Termination:

- a. SCSC may terminate this Contract by providing written notice thirty (30) days prior to the termination of services, or upon written mutual agreement of both parties.
- b. This Contract will terminate immediately and absolutely if SCSC determines that adequate funds are deappropriated such that it cannot fulfill its obligations under the Contract. In the event that the SCSC does not receive funds for this Contract or that the source of payment is insufficient with respect to the services and deliverables under this Contract, the Contract shall terminate without further obligation of the SCSC as of that moment. The determination by the SCSC of the events stated above shall be conclusive.
- c. SCSC may terminate the Contract effective immediately for any of the following reasons:
 - 1. The Statements of Fact in Paragraph 26 are false or were false at the time of Contract execution;
 - 2. SCSC determines that the Contractor's actions or failure to act have caused or reasonably could cause a risk to life, health or safety; or
 - 3. Contractor is not in compliance with any of the following provisions: Confidentiality, Compliance with Law, or Insurance.
- d. Upon termination under this paragraph, the SCSC agrees to pay the Contractor for Services performed prior to the effective date of termination for which the SCSC is obligated to pay pursuant to the Contract. The SCSC will issue payment only upon Contractor's submission of invoices with sufficient proof within 30 calendar days of the effective date of termination. The SCSC shall not pay for any costs incurred by the Contractor related to performance of the Services, including but not limited to, startup costs, overhead, lost revenues, anticipated profits, direct or indirect liabilities to third parties, or resulting change in business condition. This provision does not limit the SCSC's remedy to withhold payment for Services that do not comply with this Contract or for damages or loss incurred by the SCSC.
- e. Unless otherwise instructed in writing by the SCSC, upon receipt of notice of termination, the Contractor shall:
 - 1. Deliver all materials, data, reports, and other information collected or created by the Contractor or its subcontractors under this Contract in the format requested by the SCSC;
 - 2. Take all necessary or appropriate steps to limit disbursements and minimize costs, including but not limited to, terminating all orders and subcontracts to the extent they relate to this Contract;
 - 3. Cease all work by the effective date of termination;
 - 4. Return to the SCSC any property or materials provided by the SCSC;
 - 5. Cooperate in good faith with the SCSC and its agents or contractors during the transition period between the notification of termination and the substitution of any replacement contract; and
 - 6. Immediately return to the SCSC any payments made by SCSC for Services not performed or performed in noncompliance with this Contract.

26. Statements of Fact:

- a. Contractor states that:

1. Contractor nor any of its subcontractors are debarred, suspended or declared ineligible by any agency of the State of Georgia or as defined in Federal Acquisition Regulation (FAR) 48 C.F.R. Ch. 1 Subpart 9.4.
 2. There is no claim, legal action, counterclaim, suit, arbitration, government-involved investigation or other legal, administrative or tax proceeding, or any order, decree or judgment of any court, governmental agency, or tribunal that is in progress, pending or threatened against or related to Contractor or the assets of Contractor that would have a material adverse effect on Contractor's ability to perform the obligations contemplated by this Contract.
 3. Contractor is not currently the subject of a voluntary or involuntary petition in bankruptcy, does not contemplate filing any such voluntary petition, and is not aware of any intention on the part of any other person or entity to file such an involuntary petition against it.
 4. Contractor is either (a) registered with the State Department of Revenue, collects and remits State sales and use taxes as required by Georgia law; or (b) is not a "retailer" as defined in O.C.G.A. Section 48-8-2.
 5. Contractor has all certifications or licenses required by law or this Contract for providing the Services.
 6. The conflict-of-interest laws within O.C.G.A. Section 45-10-20 et seq. are not violated by executing this Contract.
- b. Contractor shall immediately notify the SCSC if any of these statements are or become false. These statements of fact are material to this Contract and the SCSC may immediately terminate this Contract without penalty or fee upon learning that a statement is false.
27. **Publicity:** Any publicity given to the services provided under this Contract, including but not limited to, notices, information pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Contractor shall not be released prior to approval by the Executive Director of the SCSC. Contractor shall not use the name of, trademarks or logos of, the State Charter Schools Commission of Georgia, the State of Georgia, or any other state governmental entity without the express prior written consent of SCSC.
 28. **Assignment:** This Contract shall not be assigned or transferred by the Contractor unless consented to in writing by the SCSC. For purposes of construing this clause, a transfer of a controlling interest in the Contractor is considered an assignment.
 29. **Amendments in Writing:** No modifications or alteration of this Contract will be valid or effective unless each modification or alteration is made as an amendment to this Contract and signed by both parties.
 30. **Severability:** If any provision of this Contract is held to be invalid, illegal, or unenforceable for any reason, the validity, legality and enforceability of the remaining provisions of this Contract will not be adversely affected.
 31. **Choice of Law:** This Contract shall be deemed to have been executed in Fulton County, Georgia, and all questions of interpretation and construction shall be governed by the laws of the State of Georgia.
 32. **Vendor Lobbyist Certification.:** Contractor hereby certifies that, as of the effective date of this Contract, any lobbyist employed by Contractor has registered with the Georgia State Ethics Commission and complied with the requirements of the Executive Order dated October 1, 2003 ("*Providing for the Registration and Disclosure of Lobbyists Employed or Retained by Vendors to State Agencies*"). This Contract may be declared void at the SCSC's sole discretion, if it is determined that Contractor has made false certification hereinabove or has violated such certification by failure to carry out the requirements of such Executive Order.
 33. **Sexual Harassment Prevention:** The State of Georgia promotes respect and dignity and does not tolerate sexual harassment in the workplace. The State is committed to providing a workplace and environment free from sexual harassment for its employees and for all persons who interact with state government. All State of Georgia employees are expected and required to interact with all persons including other employees, contractors, and customers in a professional manner that contributes to a respectful work environment free from sexual harassment. Furthermore, the State of Georgia maintains an expectation that its contractors and their employees and subcontractors will interact with entities of the State of Georgia, their customers, and other contractors of the State in a professional manner that contributes to a respectful work environment free from sexual harassment.

Pursuant to the State of Georgia's Statewide Sexual Harassment Prevention Policy (the "Policy"), all contractors who are regularly on State premises or who regularly interact with State personnel must complete sexual harassment prevention training on an annual basis.

If the Contractor, including its employees and subcontractors, violates the Policy, including but not limited to engaging in sexual harassment and/or retaliation, the Contractor may be subject to appropriate corrective action. Such action may include, but is not limited to, notification to the employer, removal from State premises, restricted access to State premises and/or personnel, termination of contract, and/or other corrective action(s) deemed necessary by the State.

- a. If Contractor is an individual who is regularly on State premises or who will regularly interact with State personnel, Contractor certifies that:
 - i. Contractor has received, reviewed, and agreed to comply with the State of Georgia's Statewide Sexual Harassment Prevention Policy located at <http://doas.ga.gov/human-resources-administration/board-rules-policy-and-compliance/jointly-issued-statewide-policies/sexual-harassment-prevention-policy>;
 - ii. Contractor has completed sexual harassment prevention training in the last year and will continue to do so on an annual basis; or will complete the Georgia Department of Administrative Services' sexual harassment prevention training located at this direct link <https://www.youtube.com/embed/NjVt0DDnc2s?rel=0> prior to accessing State premises and prior to interacting with State employees; and on an annual basis thereafter; and,
 - iii. Upon request by the State, Contractor will provide documentation substantiating the completion of sexual harassment training.
- b. If Contractor has employees and subcontractors that are regularly on State premises or who will regularly interact with State personnel, Contractor certifies that:
 - i. Contractor will ensure that such employees and subcontractors have received, reviewed, and agreed to comply with the State of Georgia's Statewide Sexual Harassment Prevention Policy located at <http://doas.ga.gov/human-resources-administration/board-rules-policy-and-compliance/jointly-issued-statewide-policies/sexual-harassment-prevention-policy>;
 - ii. Contractor has provided sexual harassment prevention training in the last year to such employees and subcontractors and will continue to do so on an annual basis; or Contractor will ensure that such employees and subcontractors complete the Georgia Department of Administrative Services' sexual harassment prevention training located at this direct link <https://www.youtube.com/embed/NjVt0DDnc2s?rel=0> prior to accessing State premises and prior to interacting with State employees; and on an annual basis thereafter; and
 - iii. Upon request of the State, Contractor will provide documentation substantiating such employees and subcontractors' acknowledgment of the State of Georgia's Statewide Sexual Harassment Prevention Policy and annual completion of sexual harassment prevention training.

34. **Use of Third Parties.** Except as may be expressly agreed to in writing by the SCSC Executive Director, Contractor shall not subcontract, assign, delegate or otherwise permit anyone other than Contractor or Contractor's personnel to perform any of Contractor's obligations under this Contract or any of the work subsequently assigned under this Contract. No subcontract which Contractor enters into with respect to performance of obligations or work assigned under the Contract shall in any way relieve Contractor of any responsibility, obligation or liability under this Contract and for the acts and omissions of all subcontractors, agents, and employees. All restrictions, obligations and responsibilities of the Contractor under the Contract shall also apply to the subcontractors. Any contract with a subcontractor must also preserve the rights of the SCSC. The SCSC shall have the right to request the removal of a subcontractor from the Contract for good cause. Contractor shall fully satisfy all its obligations owed to third parties relating to the Services. Contractor is responsible for any subcontractors' work relating to the Services to the same extent as if Contractor had provided the work. Contractor shall ensure all persons assigned to perform work related to the Services comply with this Contract.

35. **Third Party Beneficiaries:** There are no third-party beneficiaries to the Contract. The Contract is intended only to benefit the SCSC and the Contractor.

36. Notices: Any notice to be made by either party to the other shall be sufficiently made if delivered in hand, or three (3) calendar days after posting, if sent by US Post. Such notices shall be provided to a party hereto at the address set forth in the first paragraph or such other address that has been designated in writing to the other party for purposes of legal notice.
37. Multiple Counterparts: This Contract may be executed in counterparts which, when taken together, will constitute one Contract. Copies of this Contract will be equally binding as originals and faxed or scanned and emailed counterpart signatures will be sufficient to evidence execution.

IN WITNESS WHEREOF, the parties state and affirm that they are duly authorized to bind the respected entities designated below as of the day and year indicated.

[INSERT CONTRACTOR]

STATE CHARTER SCHOOLS COMMISSION
OF GEORGIA

By: _____
Authorized Name:
Title:

By: _____

Date: _____

Date: _____

ATTACHMENT B: INSURANCE

- A. Contractor shall, at a minimum, procure and maintain the following insurance policies in at least the amounts identified below at Contractor's own cost and expense ("Insurance Policies"):
1. [Applicable for Contractors with more than three employees] Workers' Compensation Insurance, the policies to insure the statutory limits established by the General Assembly of the State of Georgia. The Workers' Compensation Policy must include Coverage B – Employer's Liability Limits of:

Bodily Injury by Accident	\$100,000.00 per employee
Bodily Injury by Disease	\$100,000.00 per employee
Bodily Injury by Disease	\$500,000.00 policy limit
 2. Commercial General Liability Policy(ies) as follows:

General Aggregate Limit	\$2,000,000.00
Products & Completed Operations Limit	\$2,000,000.00
Each Occurrence	\$1,000,000.00
Personal & Advertising Injury Limit	\$1,000,000.00
 3. Automobile Liability

Combined Single Limit	\$1,000,000.00
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 4. Professional Liability

	\$1,000,000.00 per occurrence
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- B. Contractor shall provide the SCSC with a Certificate of Insurance (COI) naming the SCSC as Certificate Holder within 10 days after execution of this Contract. The SCSC may terminate this Contract for failure to provide the COI.
- C. Contractor shall ensure that any subcontractors procure and maintain Insurance Policies, including obtaining a Certificate of Insurance from the subcontractors, consistent with the requirements in this Attachment.
- D. Contractor shall indemnify the SCSC for any liability arising out of Contractor or any subcontractors' failure to secure the insurance as required herein.
- E. The Insurance Policies must:
1. Be issued by an insurance company licensed to do business in the State of Georgia, with a minimum AM Best rating of A-, and signed by an authorized agent.
 2. Name the SCSC, the State of Georgia, its officers, employees and agents as Additional Insureds and protect the Contractor and the SCSC and State of Georgia from any claims for bodily injury, property damage, or personal injury which may arise out of operations under the Contract.
 3. Remain in full force and effect during the initial term of the Contract and any renewal or extension thereof.
 4. Contain a provision that coverage afforded under the policies shall not be canceled, changed, allowed to lapse, or allowed to expire until thirty (30) calendar days after written notice of such event has been given to the SCSC as Certificate Holder.
- F. Contractor shall procure and maintain insurance that protects the Contractor and the State from any claims for bodily injury, property damage, or personal injury which may arise out of operations under the Contract. Contractor shall procure the Insurance Policies at the Contractor's own expense and shall furnish the State an insurance certificate listing the state as certificate holder. The insurance certificate must document that the liability insurance coverage purchased by the contractor includes contractual liability coverage to protect the state. The certificate shall be furnished no later than ten (10) business days after notification of the State's intent to award a contract or within 10 days after execution of this Contract, whichever date is earlier. In addition, the insurance certificate must provide the following information:
1. Name and address of authorized agent

2. Name and address of insured
3. Name of insurance company (licensed to operate in Georgia)
4. Description of coverage in standard terminology
5. Policy period
6. Limits of liability
7. Name and address of certificate holder
8. Acknowledgment of notice of cancellation to the state
9. Signature of authorized agent
10. Telephone number of authorized agent
11. Details of policy exclusions in comments section of insurance certificate

ATTACHMENT C: Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)

The undersigned contractor ("Contractor") executes this Affidavit to comply with O.C.G.A § 13-10-91 related to any contract to which Contractor is a party that is subject to O.C.G.A. § 13-10-91 and hereby verifies its compliance with O.C.G.A. § 13-10-91, attesting as follows:

- a) The Contractor has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program;
- b) The Contractor will continue to use the federal work authorization program throughout the contract period, including any renewal or extension thereof;
- c) The Contractor will notify the public employer in the event the Contractor ceases to utilize the federal work authorization program during the contract period, including renewals or extensions thereof;
- d) The Contractor understands that ceasing to utilize the federal work authorization program constitutes a material breach of Contract;
- e) The Contractor will contract for the performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the Contractor with the information required by O.C.G.A. § 13-10-91(a), (b), and (c);
- f) The Contractor acknowledges and agrees that this Affidavit shall be incorporated into any contract(s) subject to the provisions of O.C.G.A. § 13-10- 91 for the project listed below to which Contractor is a party after the date hereof without further action or consent by Contractor; and
- g) Contractor acknowledges its responsibility to submit copies of any affidavits, drivers' licenses, and identification cards required pursuant to O.C.G.A. § 13-10-91 to the public employer within five business days of receipt.

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

Name of Project

Name of Public Employer

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

Executed on _____, _____, 20____ in _____ (city), _____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF _____, 20_____.

NOTARY PUBLIC

My Commission Expires: _____

ATTACHMENT D: Subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(3)

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with _____ on behalf of the State Charter Schools Commission of Georgia has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five business days of receipt, a copy of the notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Subcontractor

Name of Project

Name of Public Employer

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

Executed on _____, ____, 201__ in _____(city), _____(state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF _____, 201__.

NOTARY PUBLIC

My Commission Expires:
