



VENDOR AGREEMENT

This Vendor Agreement (the “**Agreement**”) is made by and between the **CareLink Of Georgia**. (“**CLOG**”) and Ikatan Inc. (“**Ikatan**”) with its principal place of business at 2516 Kickerillo Way SE, Atlanta, GA 30016 (“**Vendor**”) (each a “**Party**” and collectively, the “**Parties**”).

1. **Services.** Vendor will train on the implementation of an evaluation tool that will be used to conduct both quantitative and qualitative, formative and summative evaluation analyses of CLOG’s faith-based initiative in Austell, GA (the “**Services**”) as more fully set forth in **Attachment A**, Description of Services, during the Term, as defined in Section 2. Vendor will perform all Services in a competent and professional manner, and in accordance with the terms herein.
2. **Term; Termination.** This Agreement will commence on February 19, 2025, and end on September 30, 2025 (the “**Term**”). At the end of the Term, the Parties may continue the relationship as mutually agreed in writing. Notwithstanding anything to the contrary in this Agreement, each Party has the right to terminate this Agreement upon no less than thirty (30) days written notice to the other Party. Upon such termination, Vendor will complete or transition all in-progress work to the satisfaction of the CLOG, and the CLOG will pay Vendor upon submission and approval of a final invoice for Services performed through the termination date.
3. **Compensation.** Upon submission of a detailed invoice, and subject to the CLOG’s approval, the CLOG will pay Vendor a fee totaling \$35,000.00(dollars), inclusive of any business costs related to the provision of the Services as agreed upon in advance by the Parties. The vendor’s invoice must describe the services rendered and deliverables met during the invoice period. CLOG shall pay Vendor as set forth in **Attachment B**. Vendor must complete IRS Form W-9 (**Attachment C**) to receive payment. For payment by wire, Vendor must also complete the Electronic Funds Transfer form (**Attachment D**).
4. **Relationship of the Parties.** Vendor is an independent contractor and will not be considered under this Agreement or otherwise as having employee, joint venture or partner status, and neither Vendor nor its agents and employees will be eligible to receive or participate in any employee benefit plans offered by the CLOG.
5. **Nondelegation of Services.** Vendor will perform the Services and will not delegate or subcontract any of the Services without the prior written consent of the CLOG, except that Vendor may enlist its employees to fulfill the Services.
6. **Taxes.** The CLOG will not withhold any taxes or other items from the payments made to Vendor under this Agreement, and Vendor is responsible for the payment of any income taxes, social security taxes or other withholdings with respect to such payments. Vendor will defend, indemnify and hold the CLOG harmless from and against all taxes, tax withholdings, penalties and assessments related to the monies paid to Vendor under this Agreement.
7. **Insurance.** Vendor will carry, at its own expense, all appropriate insurance, including General Commercial

Liability Insurance and any applicable workers' compensation insurance, to cover any liability arising from its provision of the Services. Vendor will supply evidence of such coverage upon the CLOG's request.

8. **Confidentiality.**

a. **Confidentiality of Individuals' Records.** Vendor agrees to abide, by all state and federal laws, rules and regulations regarding confidentiality of every individual's records, including but not limited to federal regulations regarding Confidentiality of Alcohol and Drug Abuse Patient Records at 42 C.F.R. Part 2; the Health Insurance Portability and Accountability Act of 1996 and regulations (Privacy Rule and Security Rule) at 45 C.F.R. Parts 160, 162, and 164; and the Georgia Mental Health Code at O.C.G.A. Title 37, specifically O.C.G.A. §§ 37-3-166, 37-4-125, and 37-7-166, all as amended hereafter, as applicable.

b. **Confidential Information.** The CLOG will provide the Vendor with certain Confidential Information (as defined herein) required for performance of the Services. "**Confidential Information**" includes, without limitation, information in verbal, written or electronic form about or relating to the CLOG's services, processes, fundraising, financial results, databases of donors or attendees, personal identifying information, and methods of doing business. Confidential Information expressly excludes any information that: (i) is or becomes generally available to the public on a non-confidential basis, including from a third party, provided that such third party is not in breach of an obligation of confidentiality with respect to such information; (ii) Vendor had in its possession prior to the receipt of such information from the CLOG; or (iii) the CLOG authorizes in writing may be disclosed. All Confidential Information must be treated by Vendor as confidential and must be used only in connection with Vendor's performance of the Services and consistent with best practices for handling such information. All Confidential Information must be returned to the CLOG upon the earlier of (a) the CLOG's request, or (b) termination by either Party for any reason, and Vendor must not retain any copies thereof. After the end of the Term, Vendor has a continuing obligation to maintain the confidentiality of the Confidential Information and to avoid its unauthorized use or disclosure.

c. **Whistleblower Notice.** Under the Defend Trade Secrets Act (18 USC § 1833(b)), an individual may not be held criminally or civilly liable under any federal or state trade secret law for disclosure of a trade secret (i) made in confidence to a government official, either directly or indirectly, or to an attorney, solely for the purpose of reporting or investigating a suspected violation of law; or (ii) in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. Accordingly, the Parties to this Agreement have the right to disclose in confidence trade secrets to federal, state and local government officials, or to an attorney, for the sole purpose of reporting or investigating a suspected violation of law. The Parties also have the right to disclose trade secrets in a document filed in a lawsuit or other proceeding, but only if the filing is made under seal and protected from public disclosure.

9. **Ownership of Data and Other Materials.** Vendor expressly agrees that, to the fullest extent allowed by law, all data Vendor collects and materials Vendor creates in connection with its performance of this Agreement (the "**Material**") shall be deemed the property of the Georgia Department of Behavioral Health and Developmental Disabilities (the "**Department**") and all right, title and ownership interest in any such Material shall vest in the Department immediately upon its creation, and Vendor agrees to execute any and all documents or to take any additional actions that may be necessary in the future to fully effectuate this provision.

10. **Vendor's Representations and Warranties.**

a. **Authority.** Vendor represents and warrants that its representative signatory to this Agreement has the authority to enter into, and bind Vendor to the terms of, this Agreement.

b. **Required Documentation.** Vendor has, or will obtain in a timely manner, any required travel visas, foreign work authorizations, applicable registrations, professional certifications, or other licenses (collectively, “**Documentation**”) required to perform the Services. The CLOG may request proof of such Documentation at any time in connection with this Agreement, and the CLOG has the right to terminate this Agreement if Vendor fails to acquire and provide any Documentation required for performance in a timely manner. Vendor will bear all costs related to obtaining required Documentation and any costs which may arise from its failure to obtain such required Documentation.

c. **Conflicts of Interest.** Vendor represents and warrants that, as of the effective date of this Agreement, its obligations under this Agreement are not in conflict with any other obligations, and neither any deliverables, information, Materials, nor the performance of any Services by Vendor infringe upon or violate the rights of any third party. Vendor is not, and during the term of this Agreement will not become, a party to any agreement or subject to any obligation, or render directly or indirectly any services that would: (i) be inconsistent or incompatible with the terms of this Agreement and Vendor’s activities on behalf of the CLOG; (ii) impede or prohibit the proper execution and observance of the terms of this Agreement; or (iii) otherwise create an actual or perceived conflict of interest between Vendor’s duties under this Agreement and any of its other activities. The vendor will promptly advise the CLOG in writing if any such obligation or any actual or perceived conflict of interest arises. Vendor’s failure to comply with this provision constitutes a material breach of this Agreement.

d. **Legal Notice.** Vendor agrees to provide written notice to the CLOG, within three calendar days following the date Vendor receives notice, of Vendor’s conviction or Vendor’s agent or managing employee’s conviction of a criminal offense related to Vendor’s or Vendor’s agent’s or managing employee’s involvement in any program under Medicare, Medicaid, or Title XX of the Social Security Act. The notice shall be accompanied by a complete copy of all documents, filings, or notices filed by or received by Vendor.

e. **Compliance.** As of the effective date of this Agreement, Vendor certifies that it is, and will remain throughout the Term, in compliance with all applicable U.S. federal, state and local laws, ordinances and regulations. If performance of the Services is in variance with applicable law, Vendor will notify the CLOG in writing, and, at the sole option of the CLOG (i) any necessary changes to the scope of the Services will be made by a written amendment, or (ii) this Agreement will be terminated immediately, effective upon CLOG’s written termination notice to Vendor. The vendor understands that the following items specifically apply to this contract, but do not exclude any other applicable federal or state laws or requirements.

i. **Compliance with Health Insurance Portability and Accountability Act of 1996 (“HIPAA”):** It is understood and agreed that the Department is a “covered entity” as defined by HIPAA and the federal “Standards for Privacy of Individually Identifiable Health Information” promulgated thereunder at 45 CFR Parts 160 and 164. However, Vendor represents that it will not obtain, use or disclose any protected health information from the Department in providing the Service pursuant to this Agreement. Thus, for the purposes of this Agreement, Vendor is not a “Business Associate” of the Department within the meaning of HIPAA and the Standards for Privacy of Individually Identifiable Health Information promulgated thereunder. In reliance upon such representation, the Department agrees that its standard contract provisions pertaining to HIPAA do not apply.

ii. **Compliance with Security Management Process:** Upon request Vendor agrees to provide to the Department’s Office of Information Technology (“OIT”) a secure network connection allowing electronic access to all Vendor’s facilities that receive, transmit, store or process the Department’s electronic data. Vendor agrees to provide such connection within five (5)

business days of a request from the Department's OIT in order for the Department to conduct risk analysis, risk management and information system activity reviews with regard to security of the Department's electronic data, as defined in the HIPAA Security Rule, 45 CFR § 164.308 (a)(1).

iii. **45 CFR Part 74:** As used in this contract, the word Vendor is synonymous with the word Sub-grantee as used in this Code of Federal Regulations.

iv. **Compliance with Executive Orders Concerning Ethics and Lobbyist Registration:** Vendor agrees to comply in all applicable respects with the Georgia Governor's Executive Orders concerning ethics matters, including, but not limited to Executive Order dated January 10, 2011 (Establishing Code of Ethics for Executive Branch Officers and Employees, including provisions governing former officers and employees) and Executive Order dated October 1, 2003 (Providing for the Registration and Disclosure of Lobbyists Employed or Retained by Vendors to State Agencies). In this regard, Vendor certifies that any lobbyist engaged to provide services has both registered and made the disclosures required by the Executive Orders.

v. **Compliance with Federal and State Immigration Laws:**

1. Vendor agrees that throughout the performance of all applicable work in this Agreement, it will remain in full compliance with all federal and state immigration laws, including but not limited to provisions 8 USC § 1324a and O.C.G.A. §13-10-90 *et. seq.*, Illegal Immigration Reform and Enforcement Act of 2011, regarding the verification of employment eligibility of employees under the Immigration Reform and Control Act of 1986. Vendor will ensure that only persons who are citizens or nationals of the United States or non-citizens authorized under federal immigration laws are employed to perform Services under this Agreement or any subcontract or sub-subcontract hereunder.
2. Vendor further certifies by signing and obtaining a sworn affidavit notarized by an Official Notary Public, it will comply with the Immigration Reform and Control Act of 1986 (IRCA), D.L. 99-603 and O.C.G.A. 13-10-90 *et. seq.* and applicable state regulations regarding work authorization. Vendor agrees to make such affidavit by using the form affidavit published according to O.C.G.A. § 13-10-91(b)(6). If Vendor has no employees and does not intend to hire employees for purposes of satisfying all or part of this Agreement, Vendor may instead provide a copy of the driver's license or state-issued identification card of Vendor and of each independent contractor used in satisfaction of all or part of this Agreement.
3. Vendor shall not retaliate against or take any adverse action against any employee or any subcontractor for reporting or attempting to report a violation(s) regarding applicable immigration laws.

f. **Compliance with the Department's Research Policies.** Vendor agrees that the Services it provides pursuant to this Agreement will be conducted in conformance with the Department's Policy 25-101, *Research, Protection of Human Subjects, and Institutional Review Board (IRB)* and Policy 25-102, *Submission, Approval, and Oversight of Research Projects using DBHDD Data Sets*, as applicable. Both policies are annexed hereto under **Attachment E**.

g. **Certification of Drug-Free Workplace.** Vendor certifies that a drug-free workplace will be provided for its employees during the performance of this Agreement pursuant to paragraph 7 of subsection B of Code Section 50-24-3 of the Official Code of Georgia.

h. **Prohibitions and Requirements Related to Lobbying.** Pursuant to Section 1352 of Public Law 101-121, Vendor certifies as follows:

- i. No federally appropriated funds have been paid or will be paid, by or on behalf of Vendor, to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- ii. As a condition of receipt of any federal contract, grant, loan, or cooperative agreement exceeding \$100,000, Vendor shall file with the Department a signed "Certification Regarding Lobbying," attached hereto as **Attachment F**.
- iii. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, Vendor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions, copies of which may be obtained from the Department.
- iv. A disclosure form will be filed at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by Vendor under subparagraphs (b) or (c) of this paragraph. An event that materially affects the accuracy of the information reported includes:
 - a. A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered federal action; or
 - b. A change in the person(s) or individual(s) influencing or attempting to influence a covered federal action; or
 - c. A change in the officer(s), employee(s), or member(s) contacted to influence or attempt to influence a covered federal action.

Any Vendor who makes a prohibited expenditure or who fails to file or amend the disclosure form, as required, shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure. An imposition of a civil penalty under this section does not prevent the United States from seeking any other remedy that may apply to the same conduct that is the basis for the imposition of such civil penalty.

i. **Criminal History Records Checks.** Vendor agrees to comply with the Department's Policy 04-104, *Criminal History Records Checks for Contractors*, which is annexed hereto as **Attachment G**.

j. **Nondiscrimination and Anti-Harassment.** Vendor represents and warrants that, as of the effective date of this Agreement and throughout the Term of this Agreement, Vendor is and will continue to be in compliance with all applicable nondiscrimination, fair employment, and anti-harassment federal and state laws, rules, and regulations. Throughout the Term of this Agreement:

- i. Vendor will not discriminate against any employee or applicant for employment because of age, race, religion, creed, color, national origin or ancestry, ethnicity, alienage or citizenship status, sexual orientation, military or veteran status, sex, gender, gender identity and expression, physical or mental disability (or other medical condition), genetic information or characteristics or predisposition, familial, marital, and partnership status, caregiver status, pregnancy, breastfeeding, childbirth or related medical conditions, conviction or arrest record (to the extent required by law), unemployment status, status as a victim of domestic violence, sex offense or stalking, or any other characteristic protected under applicable federal, state, or local law. Vendor will not discriminate with respect to any of the terms or conditions of employment, including but not limited to, recruitment, hiring, compensation, training, promotion, demotion, transfer, benefits, and termination of employment.
- ii. Vendor represents and warrants that it, as well as its employees and agents, will not engage in or tolerate harassment of any form, including sexual harassment, which encompasses harassment based on sex, gender, or gender identity or expression.
- iii. Vendor agrees to review and 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>. Vendor further agrees to complete the Georgia Department of Administrative Services' sexual harassment prevention training located at <http://doas.ga.gov/human-resources-administration/sexual-harassment-prevention/hr-professionals/employee-training> (scroll down to section for entities without a LMS section) or this direct link <https://www.youtube.com/embed/NjVt0DDnc2s?rel=0>. Vendor agrees to provide substantiation of compliance with this requirement, upon three business days of written request from the CLOG.
- iv. Vendor agrees to comply with the Department's Policy 22-101 *Equal Employment Opportunity & Unlawful Discrimination* regarding nondiscrimination in employment practices because of political affiliation, religion, race, color, sex, handicap, age, creed, veteran status or national origin. The policy is annexed hereto as **Attachment H**. Nondiscrimination in employment practices is applicable to employees, applicants for employment, promotions, demotions, dismissal, and other elements affecting employment/employees.
- v. Vendor agrees to comply with the Department's Policy 15-100, *Nondiscrimination and Accessibility for Individuals with Disabilities and Individuals with Limited English Proficiency* regarding nondiscrimination in consumer/customer/client and consumer/customer/client service practices because of political affiliation, religion, race, color, sex, handicap, age, creed, veteran status or national origin. The policy is annexed hereto as **Attachment I**. Neither shall any individual be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination under any program or activity conducted or supported by the Department.

- vi. Vendor agrees to comply with all applicable provisions of the Americans with Disabilities Act and any relevant federal and state laws, rules and regulations regarding employment practices toward individuals with disabilities and the availability/accessibility of programs, activities, or services for consumers/customers/clients with disabilities.

k. **Anti-Corruption and Financial Compliance.** By executing this Agreement, Vendor acknowledges that it has received, read, and agrees to be bound by the CLOG's Financial Compliance Policy (**Attachment J**), which requires that the Parties strictly comply with all applicable laws and regulations pertaining to corruption, money laundering, economic sanctions and export controls, and refrain from any illegal activity, including bribery, money laundering, and terrorist financing. Vendor represents and warrants that, as of the effective date of this Agreement, Vendor and its officers, directors, employees, agents, subcontractors and other third parties subject to Vendor's control (collectively, "**Vendor's Agents**") are in compliance with all applicable anti-corruption and anti-bribery laws and regulations. Vendor will take reasonable measures to ensure that Vendor and Vendor's Agents remain in compliance at all times in connection with and throughout the Term of this Agreement. Vendor will permit, upon the request of and at the sole discretion of the CLOG, audits by independent auditors acceptable to the CLOG, and agree that such auditors will have full and unrestricted access to, and to conduct review of, all records related to the work performed for, or services or equipment provided to, the CLOG, and to report any violation of the Foreign Corrupt Practices Act ("**FCPA**") or any other applicable laws and regulations. Vendor's failure to comply with this provision or the CLOG's Financial Compliance Policy, or the CLOG's good-faith belief that Vendor has failed to comply with this provision, will constitute a material breach of this Agreement, which will give the CLOG the unilateral right to terminate this Agreement immediately and to have all funds previously paid be immediately returned.

11. **CLOG Marks.** The Parties acknowledge the CLOG's ownership of the CLOG name and logos, the names and logos of the CLOG's programs and initiatives including the CLOG name and logo, and, in a representative capacity, the name, voice, likeness and images of CLOG's representatives, assignees and employees in any format (collectively, the "**CLOG Marks**"). This Agreement shall not be construed to grant any license to use the CLOG Marks without the prior written consent of the CLOG. Any requests for use of the CLOG Marks, expressly including images or quotes of the CLOG, must be submitted to the CLOG and approved in writing prior to any such use.

12. **Indemnification.** Vendor agrees to indemnify, defend and hold the CLOG harmless from and against all claims, demands, suits, liabilities, losses, damages or injuries (collectively "**Liabilities**") based upon or arising out of Vendor's performance of Services under this Agreement, except such Liabilities as may result from the gross negligence or willful misconduct of the CLOG.

13. **Other Efforts.** The Parties may from time to time choose to engage in additional efforts to enhance or support the work contemplated by this Agreement. Such additional efforts will be separately agreed upon, in writing, by the Parties, and will be made a part of this Agreement as an addendum or amendment.

14. **Governing Law.** This Agreement will be interpreted and enforced in accordance with the laws and by the courts of the State of Georgia, USA, without regard to principles of choice of laws. The invalidity of any provision of this Agreement will not affect the remainder of that provision or any other provision of this Agreement.

15. **Notice.** All notices and requests in connection with this Agreement will be given to the parties via certified mail, return receipt requested, by recognized overnight delivery service, by facsimile, or by hand, at the addresses (including e-mail) as set forth below. All notices and requests will be deemed given at the earlier of seven (7) days after duly deposited in the mails properly addressed with postage prepaid, or when actually received.

16. **Entire Agreement.** This Agreement represents the entire agreement between the Parties with respect to the

subject matter of the Agreement and supersedes all prior agreements and understandings, oral or written, between the Parties with respect to the subject matter of this Agreement. No amendment to this Agreement will be effective unless in writing and executed by both Parties.

17. **Counterparts.** The Parties may execute this Agreement in counterparts, each of which is an original, including electronic or PDF copies, but all of which together constitute one and the same agreement.

VENDOR

By: _____

Principal: Dr. Ayana Perkins

Date: _____

CARELINK OF GEORGIA

By:  _____

Dr. Kimberly C. Henderson

CARELINK of GEORGIA Chief Executive Officer

Date: 02/06/2025

Attachment A Description of Services

Vendor will provide services to the CLOG to achieve the objectives outlined below. All responsibilities will be executed in collaboration with **Dr. Mica Koli** who will serve as the CLOG's point-person and project manager for purposes of this Agreement. Specific responsibilities may be determined on an ongoing basis by the CLOG depending upon its strategic priorities and needs, with any significant changes to this Description of Services approved in writing by the CLOG and Vendor.

Background and Description of Services:

Vendor agrees to implement evaluation tools to conduct a quantitative and qualitative, and formative and summative evaluation of **CLOG's Faith Leaders on a Mission**. The outcome of this evaluation will address both process and outcome measures for the CLOG trainings and the individual faith leader's community meetings. The Vendor evaluation will: (a) provide documentation of the implementation process; (b) allow regular feedback between Vendor and CLOG staff regarding observations that may affect implementation of project objectives and/or outcomes; and (c) measure the outcomes of the project to evaluate objective results and influence, which can be used to further enhance the program.

Deliverables and Timeline:

By **February 19, 2025**, Vendor will develop and submit to CLOG its plan and timeline of evaluation activities. Using the findings, the vendor will develop and submit to CLOG its training plan, inclusive of clear objectives and deliverables, along with training materials, and instruments.

By **February 19, 2025**, Vendor will develop and submit to CLOG draft protocols and instruments to evaluate the project.

Prior to the first Faith Leaders training session, the vendor will administer a Faith Leaders' baseline survey and an information meeting explaining the evaluation process.

The vendor will evaluate monthly training sessions and provide feedback to the CLOG team the day following the training session. By the 5th day of the month following the training, a written narrative summary of the activities completed by the training team, including details of the evaluation tool results, will be submitted to CLOG.

Faith Leaders meetings will take place on the last Thursday of each month at Emory University's Continuing Education Center located at 2635 Century Center Parkway in Atlanta, Georgia 30345. There will also be a virtual option for attendees.

On **March 27, 2025**, the Vendor will begin implementation of assessment training protocol that supports sustainability of Faith Partners and monitoring of implementation objectives.

The Vendor will provide Faith Leaders with evaluation tools to gather data from individual community meetings and train Faith Leaders to properly use evaluation tools.

By **April 1, 2025**, Vendor will begin preliminary review of training results for the project.

By **September 30, 2025**, Vendor will complete a review of training data, and submit a final report on its findings, which will include lessons learned, as well as recommendations for continued engagement with faith leaders.

Personnel described in this Agreement are not employees of the CLOG and are not eligible for employee benefits.

Attachment B
Budget and Invoicing

Total compensation shall not exceed **\$49,500.00** inclusive of any applicable business travel costs.

Vendor’s fees are payable pending Vendor’s compliance with these invoicing requirements, and are billable following completion of the Services in accordance with the timelines detailed in **Attachment A**, which are summarized below:

Deliverables	Completion Date	Payment Due not to exceed
The Vendor will develop and submit to CLOG its plan and timeline of evaluation activities. Using the findings, the vendor will develop and submit to CLOG its training plan, inclusive of clear objectives and deliverables, along with training materials, and instruments.	February 19, 2025	\$ 12,375.00
The Vendor will begin implementation of the assessment plan that will support the sustainability of monitoring and the implementation of objectives. The Vendor provides monthly assessment and reporting.	April 1, 2025	\$12,375.00
Bein preliminary review of training results for the project.	July 1, 2025	\$ 12,375.00
Complete reviewing of training data, and submit a final report on its findings, which will include lessons learned, as well as recommendations for continued engagement with faith leaders.	September 30,2025	\$12,375.00
	Total	\$49,500.00

Invoicing Requirements

Vendor will submit invoices detailing the Services rendered during the invoiced period. The CLOG’s project manager will review invoices which support the timeline and deliverables outlined in **Attachment A**, and, if acceptable, will submit approved invoices for payment.

Invoices should be sent via email or mail to:

Kimberly Henderson
CEO, CareLink of Georgia
1790 Mulkey Road, Suite 3A
Austell, GA 30106
khenderson@carelinkofga.org

Attachment C
IRS Form W-9

For full text: <http://www.irs.gov/pub/irs-pdf/fw9.pdf?portlet=3>

**Request for Taxpayer
 Identification Number and Certification**

**Give Form to the
 requester. Do not
 send to the IRS.**

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>	
	5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number								
					-			
OR								
Employer identification number								
					-			

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.
Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/w9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
- If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.
- By signing the filled-out form, you:
- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
 - Certify that you are not subject to backup withholding, or
 - Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
 - Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

**Appendix D.
Electronic Funds ACH Transfer Authorization**

Vendor Information:

1. Vendor Name: _____

2. Authorized Representative Name: _____

Beneficiary Information:

3. Beneficiary Name: _____

4. Beneficiary Address: _____

5. Requestor Phone Number: _____

6. Account Number: _____

7. Beneficiary Bank Name: _____

8. Beneficiary Bank Address: _____

9. ABA Bank Routing Number*:

ACH Bank Number: _____

* The ABA number is the first 9 digits on the bottom of a check as follows:
|:ABA NUMBER |:Account Number |: Check Number

Note: The ABA bank routing number may or may not be the same number used for wire transfers. Your banking institution can provide guidance if needed.

Authorization

I, _____, confirm that I represent and warrant to the CLOG that I have full authority to enter into this Agreement on behalf of the Vendor; that no agreements entered into by the Vendor for foreign currency and/or wire transfer transactions will violate any applicable laws or regulation; that I have legal title to the funds as an authorized representative of the Vendor.

I, _____, on behalf of the Vendor, authorize the CLOG to transfer funds, through either oral or electronically transmitted means. I hereby certify that the Vendor is requesting the transfer of funds on its own behalf. If it is determined that the Vendor is requesting to transfer funds acting on behalf of a third party, the Vendor will be required to provide all necessary documentation of the third party, as well as the nature of the relationship between the third party and the Vendor.

The undersigned agrees that the above information is correct and acknowledges responsibility for any errors resulting from incorrect or inaccurate information provided, undertakes the responsibility to notify the CLOG of any changes to the above information, releases the CLOG from all liability of any loss unless the loss arises out of the CLOG's failure to exercise ordinary care, and agrees that the CLOG will not be liable to make any refund to Vendor until it receives confirmation of returned funds.

Authorized Representative Signature:

Date:

Attachment E

(attached electronically)

Attachment F

(attached electronically)

Attachment G

(attached electronically)

Attachment H

(attached electronically)

Attachment I

(attached electronically) **Attachment J** **CLOG Financial Compliance Policy**

- I. **GENERAL PROVISIONS.** The CLOG’s Financial Compliance Policy (the “**Policy**”) requires that all CLOG Contractors (as defined below) strictly comply with the U.S. Foreign Corrupt Practices Act (“**FCPA**”) and all other applicable anti-corruption and anti-bribery laws and regulations. If CLOG Contractors are working or operating in a country other than the United States, the laws and regulations of that country also apply and must be observed. Where this Policy provides more stringent requirements than those imposed by local law or custom, the Policy will control. However, where this Policy conflicts with local law, CLOG Contractors should consult the CLOG’s Legal Department before taking further action.

“**CLOG Contractor**” or “**Contractor**” means any officer, director, employee, volunteer, partner, agent, independent contractor, subcontractor, consultant, grantee, vendor, associate, and other individuals or entities acting on behalf of the CLOG or any CLOG initiative (collectively, the “**CLOG**”).

- II. **ANTI-CORRUPTION.** The CLOG prohibits corruption on the part of CLOG Contractors. Corruption, including offering, promising, making and receiving bribes, is against the law in every country where the CLOG operates.

a. **Definitions.** For purposes of this provision:

- i. “**Covered Official or Entity**” means any officer, employee, or any person acting in an official capacity for or on behalf of any government, ministry, department, agency, or instrumentality of any government (including a regional government body or a government-owned or controlled business or entity), or any public international organization; any person whom the domestic law of the jurisdiction defines as a public official; any political party or official thereof; or any candidate for political office.
- ii. “**Prohibited Payment**” means any offer, gift, payment, promise to pay, or authorization of the payment of any money or anything of value, including, for example, charitable contributions, contractual rights or interests, real estate, personal property, gifts, travel or entertainment, directly or indirectly, for the purpose of influencing any act or decision of the other person; inducing a natural or legal person to do or omit to do any act in violation of law or duty; or securing any improper advantage (i.e., obtaining something to which the individual or entity making a Prohibited Payment was not entitled, such as obtaining an operating permit for a business that does not meet the requirements for such permit).

b. **Prohibited Activities.** No CLOG Contractor may offer, promise, or give anything of value to anyone in an attempt to influence any act or decision of the other person in his or her official capacity or to secure any other improper advantage. CLOG Contractors also may not use third parties to undertake any prohibited action. In addition, the CLOG expects that its Contractors will refrain from soliciting or accepting anything of value that could reasonably be viewed as intended to influence decisions of the CLOG or its Contractors. Accordingly:

- i. No Contractor shall, either directly or indirectly, offer, make, promise, approve, or authorize the making of any Prohibited Payment to any Covered Officials or Entity, or to any other natural or legal person.

- ii. No Contractor shall, either directly or indirectly, offer, make, promise, approve or authorize the making of any payment to any other person or entity knowing or having reason to believe that the person or entity will, directly or indirectly, offer, make, promise, approve or authorize the making of any Prohibited Payment to any Covered Official or Entity, or to any other natural or legal person.
- iii. No Contractor shall request, agree to receive, or accept, either directly or indirectly, whether or not for personal benefit, anything of value that is intended to influence the Contractor to do or not do anything in the exercise of his or her official capacity or to secure any other improper advantage.
- iv. All Contractors must maintain accurate records reflecting all financial transactions in reasonable detail, which will be made available to CLOG management upon request.

c. **Entertainment, Reimbursement, and Other Expenses.** Social amenities, entertainment, gifts and other courtesies may be extended to a Covered Official or Entity or any other natural or legal person, only as a courtesy, token of friendship, or expression of gratitude and only if such gifts are allowable under applicable law and are appropriate and reasonable under local customs. Gifts of greater than nominal value to, or lavish entertainment of, a Covered Official or Entity or any other natural or legal person are prohibited in any circumstance where they could reasonably be construed to be provided as a result of Contractor's relationship with the CLOG.

d. **Facilitating Payments.** "Facilitating payments" are small payments to a Covered Official or Entity designed to speed up routine government action. Because they are illegal in many jurisdictions in which the CLOG operates and are discouraged in all others, the CLOG does not permit its Contractors to make such payments. This does not, however, prohibit a Contractor from making a bona fide payment for faster processing where such payment is clearly permitted on the basis of a written law or regulations (e.g., paying a higher price for expedited passport processing where that price is published by the government and the expedited service is universally available.)

e. **Due Diligence and Audit.** To guard against illegal activity, the CLOG may perform a due diligence review of any Contractor prior to entering into a contractual relationship. During the term of a relationship between the CLOG and a Contractor, the CLOG may monitor the Contractor's compliance with this Policy and applicable law, and the CLOG may, at its sole discretion, request an independent audit to confirm the Contractor's compliance at any time. Contractor will immediately report any suspected illegal, unethical, or noncompliant activity to the CLOG's Legal Department.

III. **EXPORT CONTROLS AND ECONOMIC SANCTIONS.** The CLOG and its Contractors are required to comply with all applicable laws and regulations pertaining to export controls and economic sanctions. This includes, without limitation, sanctions against certain countries, including those countries' entities or persons, sanctions against persons or entities engaged in certain activities, and laws and regulations restricting the export and import of commodities, software and technology, and all other economic sanctions. CLOG Contractors must comply with all applicable export and import restrictions, and economic sanctions laws and regulations.

IV. **MONEY LAUNDERING.** The CLOG prohibits the use of any of its programs or initiatives for money laundering, terrorist financing, or other illicit or illegal activities. Although the CLOG's work involves development projects throughout the world, including in countries at times identified as money-laundering

concerns, CLOG Contractors are required to take appropriate and available steps to ensure funds are used to benefit and improve the lives of the people in those countries in a manner consistent with the CLOG's mission and in compliance with all applicable anti-money laundering laws. If a Contractor suspects that the CLOG's resources or services are being used for the purposes of or in connection with money laundering or terrorist financing, Contractor must immediately contact the CLOG's Legal Department.

- V. **REPORTING VIOLATIONS; NONCOMPLIANCE**. Noncompliance – or even the appearance of non-compliance – may place the CLOG at serious legal, financial, and reputational risk, and may result in substantial criminal and civil penalties for the CLOG, and its Contractors. CLOG Contractors must promptly report any possible violations of this Policy or applicable laws and regulations pertaining to corruption, money laundering, economic sanctions and export controls to the CLOG's Legal Department. Failure to comply with this Policy will be grounds for immediate termination of the CLOG's relationship with the Contractor at the CLOG's discretion. Contractors are responsible for any costs, including without limitation fines, damages and legal fees, arising from noncompliance with this Policy.