

**Fulton County, Georgia**  
**Department of Behavioral Health and Developmental Disabilities**  
**US Department of Health & Human Services (Office of the Assistant Secretary for Health),**  
**Advancing Health Literacy to Enhance Equitable Community Responses to COVID-19**

**SUBRECIPIENT AWARD**

**AND**

**MEMORANDUM OF UNDERSTANDING**

GRANT NUMBER: 6 CPIMP211236-01-04

THIS MEMORANDUM OF UNDERSTANDING (“MOU”), entered into this \_\_\_ day of \_\_\_\_\_, 2023, by and between **Fulton County, Georgia** (hereinafter referred to as "County") a political subdivision of the State of Georgia, acting by and through its duly elected Board of Commissioners (“**BOC**”), and **Fulton County Board of Health (“BOH”)**, an entity created under the laws of Georgia (hereinafter referred to as “Subrecipient”).

**W I T N E S S E T H:**

**WHEREAS**, on April 21, 2021, Item# 21-0353 GAR, the BOC accepted a grant from the US Department of Health & Human Services (Office of the Assistant Secretary for Health), Advancing Health Literacy to Enhance Equitable Community Responses to COVID-19 in the amount of \$3,900,000.00 to implement evidenced-based, culturally-tailored health literacy strategies to enhance the rates of COVID-19 testing, contact tracing, mitigation measures, and vaccine confidence and the cross-cutting urgency of behavioral health literacy and access to related services among racial and ethnic minority populations and other socially vulnerable populations; and

**WHEREAS**, the County, through its Department of Behavioral Health and Developmental Disabilities (“DBHDD”), has recommended funding to **Fulton County Board of Health (Subrecipient)** to facilitate approved programs (the “Project”) as further defined below, for a total amount not to exceed **\$812,690.00**, subject to the availability of federal funding and disbursement; and

**WHEREAS**, the Subrecipient has represented to the County that it is experienced and has qualified and local staff available to commit to the Project and County has relied upon such representations.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the parties hereunto agree as follows:

1. The Subrecipient acknowledges and agrees that the Special Conditions (if applicable) and other requirements attached hereto as Attachment "A" are a material part of this Agreement and are incorporated as part of the Agreement as if fully set forth herein.
2. Non-compliance of any of the Special Conditions (if applicable) contained within this document, by the authorized official, project officials and/or employees of this grant, may result in a recommendation by DBHDD that the award be suspended or terminated.
3. Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).
4. Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or - unenforceable, such provision shall be deemed severable from this award.

### **SUBRECIPIENT SERVICES**

**Paragraph 1.** The County retains Subrecipient and Subrecipient accepts retention by the County to render services described herein, with all such services to be performed in the manner and to the extent required by the parties herein, and as may hereafter be amended or extended in writing by mutual agreement of parties and as allowed in accordance with all applicable laws and/or regulations.

**Paragraph 1.1.** Subrecipient represents and the County acknowledges that Subrecipient (**BOH**) will render the services defined and required herein.

**Paragraph 1.2.** Subrecipient represents that Lynn Paxton, District Health Director, is authorized to bind **BOH** to the terms and conditions of the Agreement and that he/she is authorized to enter into this Agreement on behalf of Subrecipient. Subrecipient shall immediately notify the County in writing of any change in its authorized representative and to provide the name of the new authorized representative in writing.

**Paragraph 1.3.** Subrecipient represents that **BOH** is an eligible public non-profit governmental entity and/or private non-profit health and/or support service provider and has provided documentation in the form of official notification of their tax exempt status from the Federal Internal Revenue Service (IRS) as appropriate.

**Paragraph 1.4.** Subrecipient shall not enter into any sub-contractual agreements for the provision of services defined and required herein without the expressed written approval of the County in advance.

**Paragraph 1.5.** **BOH** shall:

***Fulton County Board of Health Responsibilities:***

- a) Identify a minimum of one staff member with subject matter expertise in health communication to serve on the multi-sectoral Community Coalition that will develop and implement the health literacy and sustainability plans.
- b) In collaboration with the Fulton County Health Literacy Community Advisory Board develop an Organizational Health Literacy Initiative (OHLI) plan that aligns to the following Healthy People 2030 objectives:
  - (1) Increase the proportion of adults whose health care provider checked their understanding
  - (2) Decrease the proportion of adults who report poor communication with their health care provider.
  - (3) Increase the proportion of adults with limited English proficiency who say their providers explain things clearly.
- c) Identify and recruit 15 health care centers, including centers operated by the Department of BHDD, for participation in the OHLI initiative with a special focus on clinics serving communities and population groups with high social vulnerability index as identified in the disparities impact statement.
- d) Implement quality improvement strategies using tools adapted from existing health literacy toolkits to include the following:
  - (1) Organizational assessments of clinic policies and practices to determine alignment with attributes of health literate organizations.
  - (2) Provision of technical assistance to health care centers to assist the centers in the development of improvement plans in response to gaps identified in organizational assessments and the needs of the patient populations served by the centers.
  - (3) Conducting trainings for clinic personnel on methodologies and tools to improve patient provider communication.
- e) Promote the OHLI initiative to community stakeholders;
- f) Curate materials for an electronic library of plain language health materials.
- g) Provide data responsive to BHDD's Performance Measure reporting system and participate in a quality improvement activities.
- h) Co-host community events with BHDD.
- i) Ensures that OHLI meets proposed goals and objectives of the Fulton County Health Literacy Plan.
- j) Collaborate with BHDD on the implementation of a behavioral health and public health integration strategy

**MODIFICATIONS**

**Paragraph 2.** No amendment to this Agreement shall be binding upon the parties unless the same is in writing, approved by the Board of Commissioners and the Subrecipient's duly authorized representative noted in Paragraph 1.2.

**Paragraph 2.a.** No modification to the scope of work or other operational matters specified in this Agreement shall be binding upon the parties unless the same is in writing, approved by the Director of Fulton DBHDD or her designee and the Subrecipient's duly authorized fiscal designee and programmatic designee.

## REPORTING REQUIREMENTS

**Paragraph 3.1.** Subrecipient agrees to submit data responsive to all programmatic and financial reporting requirements of BHDD receive services supported by Health Literacy Grant funds.

Subrecipient must submit a plan and timeline for correcting reporting errors, warnings, or alerts and an explanation for those which cannot/should not be corrected.

**Paragraph 3.2.** Subrecipient agrees to provide monthly expenditure and quarterly programmatic reports as described and requested by County to document progress toward implementation of the approved program activities and services in accordance with the requirements of the Fulton County DBHDD and other applicable regulations.

**Paragraph 3.3.** Subrecipient agrees to submit Quarterly Progress Reports which shall consist of, but not be limited to, narrative and quantitative information indicating progress toward meeting goals and objectives as well as the number and demographic characteristics of clients served not later than the 5<sup>th</sup> business day of each month. If a deadline falls on a weekend, the report must be received on the Friday prior to the deadline to be considered on time.

**Paragraph 3.3.a.** All quarterly progress reports must be submitted to Subrecipient's assigned County Project Officer.

**Paragraph 3.4.** Subrecipient agrees to maintain and submit the necessary supporting documentation to verify the cost recorded in a monthly Cumulative Contract Expenditure Report.

**Paragraph 3.5.** Any Subrecipient receiving Health Literacy funding shall establish and maintain as system that tracks and reports the following:

- Number of healthcare providers trained Dollars expended by target population
- Number of trainings conducted Number of clients served by target population
- Name and number of healthcare centers engaged through the Organizational Health Literacy Initiative (OHLI) The demographics of the population served by the healthcare provider (e.g. race, ethnicity, zip code, language if made available by the organization)
- The organizations progress towards implementation of the OHLI

**Paragraph 3.8.** Subrecipient agrees that it will participate in the Planning Council Evaluations Committee's survey to assess the effectiveness of the administrative mechanisms. Surveys shall be completed by the fiscal designee and the programmatic designee. Survey responses shall be submitted prior to the deadline specified by the Evaluations Committee.

## COMPENSATION FOR SERVICES/ TERM

**Paragraph 4.** Subject to the availability and disbursement of federal funds, the approved services described in the Agreement herein shall be performed by Subrecipient for an allocation of Health Literacy funds, in an amount not to exceed **\$812,690.00**. The actual amount awarded to the Subrecipient at any one time shall equal the total amount of the purchase order(s) issued.

**Paragraph 4.2.** Subrecipient shall provide County with projected spending plans detailed in Budget Spend Plan.

**Paragraph 4.3.** The budget attached to the Agreement is a complete, approved budget for expenditures of all Health Literacy funds awarded pursuant to this Agreement and may hereafter be amended or extended in writing by mutual agreement of parties prior to expenditure of funds.

**Paragraph 4.4** Subrecipient shall use the Health Literacy funding only for the following:

- Approved costs within submitted budget
- Personnel and fringe benefits
- Training and travel
- Event expenditures
- Marketing and literature
- Publications
- Computer equipment and office supplies
- Contractual services

Funds CANNOT be used for:

- Prizes, rewards, entertainment, trinkets, or any other monetary incentives
- Client stipends
- Gift cards
- Purchase vehicles
- Food and beverages

**Paragraph 4.5.** Except as otherwise provided for in this Agreement, the County will, within thirty (30) calendar days after receipt of a correct monthly Cumulative Contract Expenditure Report, transmit by appropriately approved electronic funds transfer (EFT) Subrecipient those payments called for under this Agreement, provided the Subrecipient has delivered the required documentation and the electronic spreadsheet which are within the approved budget and provided that Subrecipient is not currently in default under any of the terms of this Agreement. Subrecipient agrees that reimbursement requested under the terms of this Contract shall be made based upon actual expenditures incurred and not upon budgeted amounts.

**Paragraph 4.6.** If, in the County's opinion, the Subrecipient fails to provide all necessary and appropriate documentation required pursuant to this Contract, as identified to the Subrecipient by the County, the County shall have the authority to delay the processing and payment of any or all Health Literacy funds until such documentation has been satisfactorily submitted.

**Paragraph 4.7.** If, in the County's opinion, the Subrecipient submits inaccurate expenditure requests (e.g., line-item requests which exceed the approved amount, line-item requests for items which have not been approved, etc.), the County shall have the authority to delay the processing of any or all Health Literacy

payments until such time that the errors have been corrected.

**Paragraph 4.8.** The budget total may not be exceeded; however, a plus or minus deviation of 10% within budget categories (i.e. personnel, supplies) is authorized.

**Paragraph 4.9.** TERM. The Agreement is effective August 1, 2023, and shall run through October 1, 2024, unless earlier terminated upon written notice. The payment period for eligibility for payments from the grant utilized in funding this Agreement is effective for the duration of the eligibility period of the grant, but shall not extend beyond October 1, 2024.

### **ACCURACY OF WORK**

**Paragraph 5.** Subrecipient shall be responsible for the accuracy of its work and shall promptly correct its errors and omissions without additional compensation. Acceptance of the work by the County will not relieve Subrecipient of the responsibility of subsequent corrections of any errors and the clarification of any ambiguities. Subrecipient shall prepare any plans, report, fieldwork, or data required by County to correct its errors or omissions. The above consultation, clarification or correction shall be made without added compensation to Subrecipient. Subrecipient shall use all reasonable efforts to give immediate attention to these changes so there will be a minimum of delay to others.

### **REVIEW OF WORK**

**Paragraph 6.** Authorized representatives of County may at all reasonable times review and inspect project activities and data collected under this Agreement and amendments thereto. Subject to reasonable HIPAA-based limitations, all reports, drawings, studies, specifications, estimates, maps and computations prepared by or for Subrecipient, shall be available to authorized representatives of County for inspection and review at all reasonable times as further detailed herein. Acceptance shall not relieve Subrecipient of its professional obligation to correct, at its expense, any of its errors in work.

**Paragraph 6.1.** County may request at any time and Subrecipient shall produce progress prints or copies of any work as performed under this Agreement. Refusal by Subrecipient to submit progress reports and/or plans shall be cause for County, without any liability thereof, to withhold payment to Subrecipient until Subrecipient complies with County's request in this regard. County's review recommendations shall be incorporated into the plans by Subrecipient.

**Paragraph 6.2.** Subrecipient agrees to participate in site visits/programmatic reviews conducted by the County Staff. Subrecipient agrees to ensure that programmatic and fiscal designees and other appropriate staff as requested by the County are in attendance at all site visits and that all requested documentation is provided including descriptions of accounts payable systems and policies. Unannounced site visits may also be conducted by the County when the County deems appropriate. Subrecipient must provide access to appropriate and applicable files, policy manuals, records, staff members, etc. as requested by the County.

**Paragraph 6.3.** Subrecipient agrees to participate in site visits/programmatic reviews conducted by the County Staff including the Fulton County's Office of the County Auditor. Subrecipient agrees to ensure

that agency's staff as requested by the County are in attendance at all site visits and that all requested documentation is provided. Subrecipient must provide access to appropriate and applicable files, policy manuals, records, staff members, etc. as requested by the County. Site visit shall include, but not be limited to, examination of evidence of: Bilingual Staff; Telephone Interpretation; Volunteer Interpreters; Use of "I Speak Cards"; Language Identification Posters or Flashcards; and Translated Vital Documents.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals this the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**FULTON COUNTY, GEORGIA**

Approved:

\_\_\_\_\_  
**Robert L. Pitts, Chairman**  
**Fulton County Board of Commissioners**

Attest:

\_\_\_\_\_  
**Tonya R. Grier**  
**Clerk to the Commission (Seal)**

Approved as to Content:

\_\_\_\_\_  
**LaTrina Foster, LPC, Director**  
**Fulton County BHDD**

Approved as to Form:

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**Office of the County Attorney**

**FULTON COUNTY BOARD OF HEALTH**

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**Lynn A. Paxton, MD, MPH, District Health Director**

Approved as to form:

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Counsel for the Fulton County Board of Health

Approved as to form:

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Georgia Department of Public Health

Authorized Signatory

EXHIBIT "A" (Not Applicable)

SPECIAL CONDITIONS (if applicable)

**Please be advised that failure to comply with any of the Special Conditions will result in material noncompliance with the Subgrant Agreement, thus subjecting the Subgrant Agreement to possible termination by the County.**