

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: 1 CPIMP211236-01-00

THIS MEMORANDUM OF UNDERSTANDING ("Agreement"), entered into this ___day of ___, 2021, 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 **Morehouse School of Medicine Prevention Research Center for Health Literacy** (hereinafter referred to as "Subrecipient").

The program will partner with Morehouse School of Medicine Prevention Research Center for Health Literacy, a minority serving institution, for quality improvement activities and program evaluation. The grant does not require a cash match. The anticipated start date of the awarded grant activities is July 1, 2021.

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 \$3,999,776.00 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 DBHDD, has recommended funding to **Morehouse School of Medicine Prevention Research Center** to facilitate approved programs (the "Project") as further defined below, for a total amount not to exceed **\$800,000**, 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 Condition and other requirements attached hereto as Attachment "A" (if applicable) are a material party 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 (**MSM**) will render the services defined and required herein.

Paragraph 1.2. Subrecipient represents that _____ is authorized to bind **MSM** 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 **MSM** is an eligible public and/or private non-profit health and/or support service provider and has provided documentation in the form of official notification of their 501(c) (3) status from the Federal Internal Revenue Service (IRS) as appropriate.

Paragraph 1.4. Subrecipient shall not enter into any contractual agreements for the provision of services

defined and required herein without the expressed written approval of the County in advance.

Paragraph 1.5. MSM shall:

Project Goal

Implement evidenced-based, culturally-tailored health literacy strategies to enhance the rates of COVID-19 testing, contact tracing, mitigation measures, vaccine confidence and the cross-cutting urgency of behavioral health literacy. In addition, access to related services among racial and ethnic minority populations and other socially vulnerable populations.

Scope of Work

Morehouse School of Medicine Prevention Research Center (MSM PRC) is responsible for quality improvement activities and program evaluation for the health literacy program. MSM PRC will recruit and engage community members from Fulton County's six Board of Commissioner Districts to form the Community Coalition Board (CCB). The CCB will meet regularly to discuss the data related to minority communities, issues impacting vulnerable communities, their needs, and how to best connect individuals with services. MSM PRC will work with the CCB to ensure community-responsive evaluation planning, implementation, and monitoring of the health literacy program.

MSM PRC will work closely with the CCB on all aspects of planning and implementing evaluation activities. MSM PRC will develop the logic model for the project; co-develop with the CCB the pre and post surveys and focus group interview guides; administer surveys and focus groups; conduct analyses of the survey and focus groups data; synthesize the results of these activities; and write evaluation reports. MSM PRC will also be responsible for communicating with team members to provide feedback regarding the status of the evaluation.

Deliverables

- Participation in administrative meetings designed to effectively plan implement and evaluate the initiative
- Collaborate in the formation of a CCB through recruiting community- based representatives from each of Fulton County's six Board of Commissioner Districts
- Administer online pre-test surveys to assess people's perceptions, attitudes, and behaviors about COVID-19 and mental and behavioral health (Year 1)
- Conduct 12 focus groups to obtain more detailed information about people's perceptions, attitudes, and behaviors about COVID-19 and mental and behavioral health and related health literacy considerations (Year 1)
- Evaluation report of results of the pre-test surveys and focus groups (Year 1)
- Administer online post-test surveys to assess the health literacy program's progress, results, and identify themes for program improvement (Year 2)

- Conduct 12 focus groups to assess the health literacy program towards responsiveness to the unique nuances of culture and experiences not otherwise understood through homogeneous quantitative data masking distinctions in needs within race-ethnic segments and special populations (Year 2)
- Evaluation report of results of the post-test surveys and focus groups to assess the effectiveness of the health literacy program (Year 2)

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 treatment provider list 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 track and provide data for tracking all individuals who receive services supported by Health Literacy Grant funds. In order to comply with the participation requirements, including reporting of all required variables for Fulton County DBHDD. Subrecipients will obtain a release of information from each of the treatment providers to adhere to HIPPA Guidelines.

Client data reports must be consistent with eligibility requirements specified by County, which demonstrates eligible clients are receiving allowable services.

Subrecipient must submit a plan and timeline for correcting 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 5th 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:

- Dollars expended by target population
- Number of clients served by target population
- Units of services overall and by race and ethnicity, women, infants, children and youth
- Client-level health outcomes

Paragraph 3.6. Subrecipient(s) agree(s) that during the period of the Contract, it will participate, as requested by the County, in efforts to develop a standard approach and data set to address the data information requirements described below:

- Identifiers (e.g., first, last, middle names; Date of Birth; State Identification Number if available)
- Demographics (e.g., race, ethnicity, sex, marital status, years of education, employment status)
- Key dates (e.g., date of referral, date of intake, dates of service provision, date services ended)
- Type(s) of services provided (e.g., individual therapy, group therapy, psychoeducational groups, housing assistance, job training, assistance with benefits)
- Duration of services provided (e.g., start and end dates, dates of all contacts with clients)
- Discharge status (e.g., completion status - successful completion, did not complete and why)

Paragraph 3.7. Any Subrecipient receiving Health Literacy funding shall establish and maintain as system that tracks and reports the following:

- Dollars expended by target population
- Number of clients served by target population
- Units of services overall and by race and ethnicity, women, infants, children and youth
- Client-level health outcomes

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 **\$800,000**. 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:

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 transmit (by posting in U.S. Mail) or appropriately approved electronic funds transfer (EFT) Subrecipient payments called for under this Agreement after receipt of a correct monthly Cumulative Contract Expenditure Report, 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 upon execution by all parties, and shall run through July 30, 2023, 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 July 30, 2023.

ACCURACY OF WORK

Paragraph 5. Subrecipient shall be responsible for the accuracy of his 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 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. 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 in the main office of County. 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, Translating Vital Documents.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals this the _____ day of _____, 2021.

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:

Office of the County Attorney

**MOREHOUSE SCHOOL OF MEDICINE PREVENTION HEALTH CENTER FOR HEALTH
LITERACY**

Approved:

Executive Director

Attest:

ATTACHMENT "A"

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.