

**Fulton County Department of Behavioral Health and Developmental Disabilities
Department of Health and Human Services
Community Program to Improve Minority Health Grant**

SUBRECIPIENT AWARD

GRANT NUMBER: 1 CP1MP211236-01-00

THIS SUBRECIPIENT AGREEMENT, entered into this____ day of August, 2021, and effective through the 30th day of June 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 the State of Georgia (hereinafter referred to as "Subrecipient").

W I T N E S S E T H:

WHEREAS, the County, as the recipient of the Department of Health and Human Services Community Program to Improve Minority Health Grant Award, through the Chairman of the Board of Commissioners of Fulton County, has been awarded grant funds initially approved by the BOC (Agenda Item# _____); and

WHEREAS, the County, has recommended funding to **BOH** to facilitate the approved program for a total not to exceed **\$749,144** subject to federal funding availability and disbursement; and

WHEREAS, Subrecipient has represented to 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:

ARTICLE 1. SUBRECIPIENT SERVICES

Paragraph 1.1 The County retains Subrecipient and Subrecipient accepts retention by the County to render services included 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 1.2. Subrecipient represents and the County acknowledges that it will assign and designate **Fulton County Board of Health** to render the services defined and required herein.

Paragraph 1.3. Subrecipient represents that **Lynn Paxton, MD** (*respectively*) is authorized to bind and enter into Contract on behalf of Subrecipient.

Paragraph 1.4. Subrecipient represents that Fulton County Board of Health 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 1.5. Subrecipient shall not enter into any contractual agreements for the provision of services defined and required herein without the expressed written consent of the County in advance.

ARTICLE 2. SCOPE OF DUTIES

Paragraph 2.1. Unless modified in writing by both parties in the manner specified in the agreement, duties of Subrecipient shall not be construed to exceed those services specifically set forth herein. Subrecipient agrees to provide all services, products, and data and to perform all tasks described in agreement.

Paragraph 2.2. Upon execution of this Agreement, Subrecipient shall commence providing support services in accordance with the priorities of the Community Program to Improve Minority Health Grant and with the goals and objectives approved by the County. Fulton County Board of Health shall:

- a) Identify a minimum of one staff member with subject matter expertise in health communication to serve on the multi-sectoral Community Coalition Board (CCB) that will develop and implement the health literacy and sustainability plans.
- b) In collaboration with the Fulton County Health Literacy CCB 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 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 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 develop 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) Promotes 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 Ensures that OHLI meets proposed goals and objectives of the Fulton County Health Literacy Plan.
- i) Collaborate with BHDD on the implementation of a behavioral health and public health integration strategy

Paragraph 2.3. Subrecipient agrees that in the performance of the Agreement, it will comply with all lawful agreements, if any, which the Subrecipient has made with any association, union, or other entity, with respect to wages, salaries, and working conditions, so as not to cause inconvenience, picketing or work stoppage.

ARTICLE 3. MODIFICATIONS

Paragraph 3.1. No amendment to 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 representative noted in Paragraph 1.2.

Paragraph 3.2. No modification to 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.

ARTICLE 4. REPORTING REQUIREMENTS

Paragraph 4.1. Subrecipient agrees to track and provide data for tracking all individuals who receive services supported by the HHS 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 4.2. 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 4.3. Subrecipient agrees to submit Monthly and Quarterly Progress Reports which shall consist of, but not be limited to, performance progress, staffing updates, barriers, difficulties, assistance needed, dissemination efforts, accomplishments, inventory, and lessons learned no later than the 5th 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 4.4. All quarterly progress reports must be submitted to Subrecipient's assigned County Project Officer.

Paragraph 4.5. Subrecipient agrees to maintain and submit the necessary supporting documentation to verify the cost recorded in a monthly report.

Paragraph 4.6. Any Subrecipient receiving HHS 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 4.7. 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)

ARTICLE 5. COMPENSATION FOR SERVICES

Paragraph 5.1. Subject to the availability and disbursement of federal funds, the legislatively approved services described in Article II in Addendum A herein shall be performed by Subrecipient for an allocation of HHS funds, in an amount not to exceed **\$749,144**. The actual amount awarded to the Subrecipient at any one time shall equal the total amount of the purchase order(s) issued.

Paragraph 5.2. Subrecipient shall provide County with projected spending plans detailed in Budget Spend Plan.

Paragraph 5.3. The budget attached to Contract is a complete, approved budget for expenditures of all HHS 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 5.4 Subrecipient shall use the Community Program to Improve Minority Health Grant funding only for the following:

- Acquire and compensate personnel for the implementation of grant activities
- Implement strategies according to the Health Literacy Plan
- Attend conferences related to health literacy
- Obtain supplies and equipment needed to execute programmatic strategies
- Cover local travel expenses associated with programmatic activities
- Develop marketing materials for program outreach
- Creation of provider plain language publications
- Utilization of health literacy assessment data tool

Funds CANNOT be used for employee incentives:

- Prizes, rewards, entertainment, trinkets, or any other monetary incentives
- Client stipends

- Gift cards
- Purchase vehicles
- Food and beverages

Paragraph 5.5. Except as otherwise provided for in this Agreement, County will, within thirty (30) calendar days transmit (by posting in U.S. Mail) 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 5.6 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 grant funds until such documentation has been satisfactorily submitted.

Paragraph 5.7. 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 grant payments until such time that the errors have been corrected.

Paragraph 5.8. The budget total may not be exceeded; however, a plus or minus deviation of 10% within budget categories (i.e. personnel, supplies) is authorized.

ARTICLE 6. ACCURACY OF WORK

Paragraph 6.1. 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.

ARTICLE 7. REVIEW OF WORK

Paragraph 7.1. 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 7.2. 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 7.3. 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 7.4. Subrecipient agrees to participate in Title VI 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 Title VI Coordinator and other appropriate 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.

ARTICLE 8. INDEMNIFICATION

Paragraph 8.1. To the extent allowable by law, Subrecipient hereby agrees to release, indemnify, defend and hold harmless Fulton County, its Commissioners, officers, employees, sub-Subrecipients, successors, assigns and agents, from and against any and all losses (including death), claims, damages, liabilities, costs and expenses (including but not limited to all actions, proceedings, or investigations in respect thereof and any costs of judgments, settlements, court costs, attorney's fees or expenses, regardless of the outcome of any such action, proceeding, or investigation), caused by, relating to, based upon or arising out of any act or omission by Subrecipient, its directors, officers, employees, sub-Subrecipients, successors, assigns or agents, or otherwise, in connection (directly or indirectly) with its acceptance, or the performance, or nonperformance, of its obligations under these agreements. Such obligations shall not be construed to negate, abridge or otherwise reduce any other rights or obligations of indemnity which would otherwise exist as to any party or person as set forth in this paragraph.

Paragraph 8.2. To the extent allowable by law, Subrecipient obligation to protect, defend, indemnify and hold harmless, as set forth hereinabove, shall also include, but is not limited to, any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or other actual or alleged unfair competition disparagement of product or service, or other tort or any type whatsoever, or any actual or alleged violation of trade regulations.

Paragraph 8.3. to the extent allowable by law, Subrecipient further agrees to protect, defend, indemnify and hold harmless Fulton County, its Commissioners, officers, employees, sub-Subrecipients, successors, assigns and agents from and against any and all claims or liability for compensation under the Worker's

Compensation Act, Disability Benefits Act, or any other employee benefits act arising out of injuries sustained by any employees of Subrecipient. These indemnities shall not be limited by reason of the listing of any insurance coverage.

Paragraph 8.4. These indemnity provisions are for the protection of the County indemnities only and shall not establish, of themselves, any liability to third parties. The provisions of this article shall survive termination of this Agreement.

ARTICLE IX. PUBLICITY

Paragraph 9.1. Subrecipient agrees that any publicity given to the program or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs and similar public notices prepared by or for the Subrecipient, shall not identify the County as a sponsoring agency without prior approval. In addition, the Subrecipient shall not display the County name or logo in any manner, including, but not limited to, display on Subrecipient's letterhead or physical plant without the prior written authorization of the County.

ARTICLE X. INTANGIBLE PROPERTY

Paragraph 10.1. Except as otherwise provided in terms and conditions of this Contract, the author or the County is free to copyright any books, publications or other copyrightable materials developed in the course of or under this Contract. Should any copyright materials be produced as a result of this Contract, the County shall reserve a royalty free, non-exclusive and irrevocable right to reproduce, modify, publish or otherwise use and to authorize others to use the work for governmental purposes.

ARTICLE XI. TANGIBLE PROPERTY

Paragraph 11.1. Subrecipient agrees to maintain detailed property records on all equipment (nonexpendable personal property) purchased in total, or in part, with funds received by the County during the term of this Agreement to be submitted at the close of the year with the final invoice. Property records shall be maintained accurately and shall include:

- ☐ A description of the property;
- ☐ Manufacturer's serial number, model number, national stock number, or other identification number;
- ☐ Source of the property including federal program name;
- ☐ Acquisition date (or date received, if the property was furnished by the County) and cost;
- ☐ Percentage (at the end of the budget year) of federal participation in the cost of the project or program for which the property was acquired;
- ☐ Unit acquisition cost;
- ☐ Property decal number;
- ☐ Ultimate disposition data, including date of disposal, sales price, and method used to determine current fair market value. Disposition must have prior County written approval.
- ☐ A physical inventory of property shall be taken and the results reconciled with the property records at least once every two years. Any differences between quantities determined by the physical inspection and those shown in the accounting records shall be investigated to determine the cause of the difference. The Subrecipient shall, in connection

with the inventory, verify the existence, current utilization, and continued need for the property. A control system shall be in effect to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft of non-expendable property shall be investigated and fully documented. The Subrecipient shall promptly notify the County.

Paragraph 11.2. Adequate maintenance procedures shall be implemented to keep the property in good condition.

Paragraph 11.3. Upon termination of any service program included in this Agreement, or in the event this Agreement terminates prior to expiration or is not renewed, Subrecipient agrees to properly return of all County property according to County protocols.

Paragraph 11.4. The Subrecipient agrees that this equipment cannot be transferred or otherwise disposed of without written County approval.

ARTICLE XII. OWNERSHIP OF INTELLECTUAL PROPERTY AND INFORMATION

Paragraph 12.1. Subrecipient agrees that Fulton County is the sole owner of all information, data, and materials that are developed or prepared subject to this Agreement. Subrecipient or any subSubrecipient is not allowed to use or sell any information subject to this contract for educational, publication, profit, research or any other purpose without the written and authorized consent of the County. All electronic files used in connection to this Agreement, which are by definition, any custom software files used in connection to this Agreement, (collectively, the "Software"), shall be turned over to the County for its use after termination hereof and Subrecipient shall have no interest of any kind in such electronic files.

Paragraph 12.2. [if applicable] Any required licenses and fees for the Software or other required materials shall be purchased and/or paid for by Subrecipient and registered in the name of Fulton County Government, if possible. The Software as defined hereunder, specifically excludes all software, documentation, information, and materials in which Subrecipient has pre-existing proprietary rights and/or has otherwise been licensed to Subrecipient prior to this Agreement, and any upgrades, updates, modifications or enhancements thereto. Subrecipient agrees to provide at no cost to County any upgrades to any software used in connection with this Agreement which may be subsequently developed or upgraded for a period of three (3) years from the date of completion of the work under the Agreement, except in the case of commercial Software licensed to the County. Any information developed for use in connection with this Agreement may be released as public domain information by the County at its sole discretion.

ARTICLE XIII. SUBCONTRACTING

Paragraph 13.1. Subrecipient shall not subcontract any part of the work covered by this Agreement or permit subcontracted work to be further subcontracted without the consent of the Department of Behavioral Health Director or his/her designee.

ARTICLE XIV. ASSIGNABILITY

Paragraph 14.1. Subrecipient shall not assign this Agreement or any portion thereof without the prior expressed written consent of County. Any attempted assignment by Subrecipient without the prior expressed written consent of County shall at County's sole option terminate this Agreement without any notice to Subrecipient of such termination. Subrecipient binds itself, its successors, assigns, and legal representatives of such other party in respect to all covenants, agreements and obligations contained herein.

ARTICLE XV. RECORDS

Paragraph 15.1. The state and federal governments and the County shall have access to pertinent books, documents, papers and records of the Subrecipient and any sub-Subrecipient respectively, as applicable, for the purposes of verifying, without limitation, the nature and extent of applicable cost, and making audit examinations, excerpts and transcripts. The parties and their respective sub-Subrecipients' record retention requirements are three years from the submission of the final expenditure report. If any litigation, claim or audit is started before the expiration of the three year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

ARTICLE XVI. FORCE MAJEURE

Paragraph 16.1. Neither County nor Subrecipient shall be deemed in violation of this Agreement if either is prevented from performing its obligations hereunder for any reason beyond its control, including but not limited to acts of God, civil or military authority, act of public enemy, accidents, fires, explosions, earthquakes, floods or catastrophic failures of public transportation, provided however, that nothing herein shall relieve or be construed to relieve Subrecipient from performing its obligations hereunder in the event of riots, rebellions or legal strikes.

ARTICLE XVII. OPEN RECORDS ACT

Paragraph 17.1. The Georgia Open Records Act, O.C.G.A. Section 50-18-70 et seq., applies to this Agreement. The Subrecipient acknowledges that any documents or computerized data provided to the County by the Subrecipient may be subject to release to the public. The Subrecipient also acknowledges that documents and computerized data created or held by the Subrecipient in relation to the Agreement may be subject to release to the public, to include documents turned over to the County. The Subrecipient shall cooperate with and provide assistance to the County in rapidly responding to Open Records Act requests. The Subrecipient shall notify the County of any Open Records Act requests no later than 24 hours following receipt of any such requests by the Subrecipient. The Subrecipient shall promptly comply with the instructions or requests of the County in relation to responding to Open Records Act requests.

ARTICLE XVIII. TAXES

Paragraph 18.1. The Subrecipient shall pay all sales, retail, occupational, service, excise, old age benefit and unemployment compensation taxes, consumer, use and other similar taxes, as well as any other taxes or duties on the materials, equipment, and labor for the work provided by the Subrecipient which are legally enacted by any municipal, county, state or federal authority, department or agency at the time bids are received, whether or not yet effective. The Subrecipient

shall maintain records pertaining to such taxes as well as payment thereof and shall make the same available to the County at all reasonable times for inspection and copying. The Subrecipient shall apply for any and all tax exemptions which may be applicable and shall timely request from the County such documents and information as may be necessary to obtain such tax exemptions. The County shall have no liability to the Subrecipient for payment of any tax from which it is exempt.

ARTICLE XIX. PERMITS, LICENSES AND BONDS

Paragraph 19.1. All permits and licenses necessary for the work shall be secured and paid for by the Subrecipient. If any permit, license or certificate expires or is revoked, terminated, or suspended as a result of any action on the part of the Subrecipient, the Subrecipient shall not be entitled to additional compensation or time.

ARTICLE XX. WAGE CLAUSE

Paragraph 20.1. Subrecipient shall agree that in the performance of this Agreement the Subrecipient will comply with all lawful agreements, if any, which the Subrecipient had made with any association, union, or other entity, with respect to wages, salaries, and working conditions, so as not to cause inconvenience, picketing, or work stoppage.

ARTICLE XXI. WHISTLEBLOWER PROTECTION

Paragraph 21.1. Subrecipient is aware that the whistleblower protection statutes went into effect July 1, 2013. The statute, 41 U.S.C. 4172, as amended, applies to all employees working for contractors, grantees, subSubrecipients, and subgrantees on federal grants and contracts. The National Defense Authorization Act (NDAA) for Fiscal Year (FY) 2013 (Pub. L. 112-239, enacted January 2, 2013) mandates a program that requires all grantees, subgrantees, and subSubrecipients to:

1. Inform their employees working on any federal award they are subject to the whistleblower rights and remedies of the pilot program.
2. Inform their employees in writing of employee whistleblower protections under 41 U.S.C. 4712 in the predominant native language of the workforce; and,
3. Subrecipients and grantees will include such requirements in any contract made with a subSubrecipient or subgrantee.

Paragraph 21.1. The statute (41 U.S.C. 4712) states that an “employee of a Subrecipient, subSubrecipient, grantee [or subgrantee] may not be discharged, demoted, or otherwise discriminated against as a reprisal for “whistleblowing.” In addition, whistleblower protections cannot be waived by any contract, policy, form, or condition of employment.

Paragraph 21.2. Notwithstanding anything to the contrary contained herein, no provision of this Agreement shall be interpreted so as to impede any employee of Subrecipeint (or any other individual) from reporting possible violations of federal law or regulation to any governmental agency or entity, including but not limited to the Department of Justice, the Securities and Exchange

Commission, the Congress, and any agency Inspector General, or making other disclosures under the whistleblower provisions of federal law or regulation.

Paragraph 21.3. Whistleblowing is defined as making a disclosure “that the employee believes is evidence of any of the following:

- ☐ Gross mismanagement of a federal contract or grant
- ☐ A gross waste of federal funds
- ☐ An abuse of authority relating to a federal contract or grant
- ☐ A substantial and specific danger to public health or safety
- ☐ A violation of law, rule, or regulation related to a federal contract or grant (including the competition for, or negotiation of, a contract or grant).

Paragraph 22.4. To qualify under the statute, the employee’s disclosure must be made to at least one of the following:

- ☐ A Member of Congress, or representative of a Congressional committee
- ☐ An Inspector General
- ☐ The Government Accountability Office
- ☐ A federal employee responsible for contract or grant oversight or management at the relevant agency
- ☐ An official from the Department of Justice, or other law enforcement agency
- ☐ A court or grand jury
- ☐ A management official or other employee of the Subrecipient, subSubrecipient, grantee, or subgrantee who has responsibility to investigate, discover, or address misconduct.

ARTICLE XXXIII. ANTI-KICKBACK

Paragraph 23.1. Subrecipient shall participate in structured and on-going efforts to avoid fraud, waste and abuse (mismanagement) in any federally funded program.

Paragraph 23.2. Subrecipient shall have in place an “Employee Code of Ethics” and Board Bylaws and policies which includes provisions covering:

- ☐ Conflict of Interest
- ☐ Prohibition on use of property, information or position without approval or to advance personal interest
- ☐ Fair dealing – engaged in fair and open competition
- ☐ Confidentiality Protection and use of company assets
- ☐ Compliance with laws, rules, and regulations
- ☐ Timely and truthful disclosure of significant accounting deficiencies
- ☐ Timely and truthful disclosure of non-compliance
- ☐ Prohibition of employees (as individuals or entities), from soliciting or receiving payment in kind or cash for the purchase, lease, ordering, or recommending the purchase, lease, or ordering, of any goods, facility services, or items

- ☐ Proof of employee background checks for staff who will be handling purchasing transactions and financial management systems

Paragraph 23.3. Subrecipients which are Medicare and Medicaid subgrantees shall have in place the required Corporate Compliance Plan.

ARTICLE XXIV. CLIENT RIGHTS AND RESPONSIBILITIES

Paragraph 24.1. Subrecipient agrees to provide notification of the agency's Clients Rights and Responsibilities to all clients rendered services in accordance with this Contract. Client files shall include an affirmation signed by the client indicating receipt of information required in this paragraph.

Paragraph 24.1. Client Rights and Responsibilities shall include at a minimum:

- ☐ Fulton County Non Discrimination Policy
- ☐ Title VI Non Discrimination Statement
- ☐ Confidentiality statement and/or HIPAA protections
- ☐ Transfer information
- ☐ Language assistance services
- ☐ Participation in service planning
- ☐ Agency rules and regulations
- ☐ Provision of services regardless of ability to pay

ARTICLE XXXV. CONFIDENTIALITY AND HEALTH INSURANCE PORTABILITY and ACCOUNTABILITY ACT (HIPAA) COMPLIANCE

Paragraph 25.1. Subrecipient agrees to provide notification of the agency's Confidentiality Policy/HIPAA Policy and Statement of Health Information Practices to all clients rendered services in accordance with this Contract. Client files shall include an affirmation signed by the client indicating receipt of information required in this paragraph.

ARTICLE XXVI. TITLE VI COMPLIANCE

Paragraph 26.1. Subrecipient shall designate at its own expense the individual to serve as the Subrecipient's Title VI Coordinator. The Title VI Coordinator shall be the agency's representative who is responsible for the development and implementation of Subrecipient's Title VI Program.

Paragraph 26.2. The Fulton County Board of Commissioners is committed to compliance with Title VI of the Civil Rights Act of 1964 as amended and all related regulations and directives. In this regard, Fulton County assures that no person shall on the basis of race, color or national origin, as provided by Title VI of the Civil Rights Act of 1964, as amended and the Civil Rights Restoration Act of 1987 (P.L. 100.259) be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity. Fulton County further assures every effort will be made to ensure nondiscrimination in all of its programs and activities, whether or not those programs and activities are federally funded. In addition, Fulton County will take

reasonable steps to provide meaningful access to services for persons with Limited English Proficiency.

Paragraph 26.3. During the performance of this contract, Subrecipient, for itself, its assignees, and successors in interest agree as follows:

Paragraph 23.a. Compliance with Regulations. Subrecipient shall comply with the Regulations relative to nondiscrimination in federally assisted programs of, Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

Paragraph 23.b. Nondiscrimination Subrecipient, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subSubrecipients, including procurement of materials and leases of equipment. The Subrecipient shall not participate either directly or indirectly in discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

Paragraph 26.4. Solicitations for Subcontracts, Including Procurement of Materials and Equipment

In all solicitations either by competitive bidding or negotiations made by the Subrecipient for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subSubrecipient or supplier shall be notified by the Subrecipient of the Subrecipient's obligations under this contract and the Regulations relative to nondiscrimination on the ground of race, color, sex, or national origin.

Paragraph 26.5. Information and Reports

The Subrecipient shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by Fulton County to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a Subrecipient is in the exclusive possession of another who fails or refuses to furnish this information, the Subrecipient shall so certify to Fulton County as appropriate, and shall set forth what efforts it has made to obtain the information.

Paragraph 26.6. Provided, however, that in the event a Subrecipient becomes involved in, or is threatened with, litigation with a subSubrecipient or supplier as a result of such direction, the Subrecipient may request Fulton County enter into such litigation to protect the interests of the County.

ARTICLE XXVII. UNIFORM ADMINISTRATIVE REQUIREMENTS,
COST PRINCIPLES, AND AUDIT REQUIREMENTS

Paragraph 27.1. As applicable, Subrecipient shall comply with 2 CFR 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and 45 CFR 75 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards.

ARTICLE XXVIII. SPECIAL CONDITIONS

Paragraph 28.1. Non-compliance of any of the Special Conditions contained within Attachment A of this Agreement, by the authorized official, project officials and/or employees of this grant, may result in a recommendation to the Board of Commissioners that the award be rescinded.

Paragraph 28.2. 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).

Paragraph 28.3. 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.

Paragraph 28.4. The Office for Civil Rights (OCR), Office of Justice Programs (HHS), U.S. Department of Justice (DOJ) has been delegated the responsibility for ensuring that recipients of federal financial assistance from the HHS, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) are not engaged in discrimination prohibited by law. Several federal civil rights laws, such as Title VI of the Civil Rights Act of 1964 and Title IX of the Education Amendments of 1972, require recipients of federal financial assistance to give assurances that they will comply with those laws. In addition to those civil rights laws, many grant program statutes contain nondiscrimination provisions that require compliance with them as a condition of receiving federal financial assistance. For a complete review of these civil rights laws and nondiscrimination requirements, in connection with HHS and other DOJ awards, see <https://HHS.gov/funding/Explore/LegalOverview/CivilRightsRequirements.htm>.

Paragraph 28.5. Under the delegation of authority, the OCR investigates allegations of discrimination against recipients from individuals, entities, or groups. In addition, the OCR conducts limited compliance reviews and audits based on regulatory criteria. These reviews and audits permit the OCR to evaluate whether recipients of financial assistance from the Department are providing services in a nondiscriminatory manner to their service population or have employment practices that meet equal-opportunity standards.

Paragraph 28.6. As a Subrecipient of the grant awards under the Omnibus Crime Control and Safe Streets Act or the Juvenile Justice and Delinquency Prevention Act and your agency is part of a criminal justice

system, there are two additional obligations that may apply in connection with the awards: (1) complying with the regulation relating to Equal Employment Opportunity Programs (EEOPs); and (2) submitting findings of discrimination to OCR. For additional information regarding the EEOP requirement, see 28 CFR Part 42, subpart E, and for additional information regarding requirements when there is an adverse finding, see 28 C.F.R. §§ 42.204(c), .205(c)(5). Please submit information about any adverse finding to the OCR at the above address.

[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

Kathleen E. Toomey, MD, MPH, DPH Director

FULTON COUNTY BOARD OF HEALTH

Approved:

Executive Director

Attest:

ATTACHMENT A

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

SPECIAL CONDITIONS

1. Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in Fulton County taking appropriate action with respect to the recipient and the award. Among other things, Fulton County may withhold award funds, disallow costs, or suspend or terminate the award. In accordance to, 2 CFR 200.339 HHS also may take other legal action as appropriate.

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).

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

2. Applicability of Part 200, Subpart F Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by HHS in 45 C.F.R. Part 75 apply to this FY 2021 award from Fulton County

Department of Behavioral Health and Developmental Disabilities. Audits are due within 30 days of receipt from the auditor or within 9 months of the end of the fiscal year, whichever comes first.

For more information and resources on the Part 200 Uniform Requirements as they relate to HHS awards and subawards ("subgrants"), see the HHS website at <https://www.ecfr.gov/cgi-bin/retrieveECFR?gp=1&SID=df3c54728d090168d3b2e780a6f6ca7c&ty=HTML&h=L&mc=true&n=pt45.1.75&r=PART>

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 CFR 200.333 Retention Requirements for Records.

In the event that an award-related question arises from documents or other materials prepared or distributed by HHS that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact the Department of Behavioral Health and Developmental Disabilities promptly for clarification.

3. Compliance with HHS Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the HHS website (currently, the "DOJ Grants Financial Guide" available at <https://HHS.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

4. Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to HHS awards (that is, HHS grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

5. Required training for Point of Contact and all Financial Points of Contact

Both the Point of Contact (POC) and all Financial Points of Contact (FPOCs) for this award must have successfully completed an "HHS financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2018, will satisfy this condition.

In the event that either the POC or an FPOC for this award changes during the period of performance, the new POC or FPOC must have successfully completed an "HHS financial management and grant administration training" by 120 calendar days after -- (1) the date of HHS's approval of the "Change Grantee Contact" GAN (in the case of a new POC), or (2) the date the POC enters information on the new FPOC in GMS (in the case of a new FPOC). Successful completion of such a training on or after January 1, 2018, will satisfy this condition.

A list of HHS trainings that HHS will consider "HHS financial management and grant administration training" for purposes of this condition is available at <https://www.HHS.gov/training/fmts.htm>. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that HHS will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead HHS to impose additional appropriate conditions on this award.

6. Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise HHS in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied as defined by the Part 200 Uniform Requirements.

7. Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (HHS or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.

8. Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

9 Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1) and (2).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both—

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) and (2) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1) and (2).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition in accordance with 2 CFR 200.330– 332. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition. 2 CFR 200.302(b)(7)

3. [Not used]

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1) and (2).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to HHS, before award acceptance.

10 Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) within the scope of an HHS grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an HHS Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

11. All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- HHS considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the HHS web site at <https://HHS.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

12 Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- HHS considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an HHS award are posted on the HHS web site at <https://HHS.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.

13 Unreasonable restrictions on competition under the award; association with federal government

SCOPE. This condition applies with respect to any procurement of property or services that is funded (in whole or in part) by this award, whether by the recipient or by any subrecipient at any tier, and regardless of the dollar amount of the purchase or acquisition, the method of procurement, or the nature of any legal instrument used. The provisions of this condition must be among those included in any subaward (at any tier).

1. No discrimination, in procurement transactions, against associates of the federal government.

Consistent with the (HHS) Part 200 Uniform Requirements -- including as set out at 2 C.F.R. 200.300 (requiring awards to be "manage[d] and administer[ed] in a manner so as to ensure that Federal funding is expended and associated programs are implemented in full accordance with U.S. statutory and public policy requirements") and 200.319(a) (generally requiring "[a]ll procurement transactions [to] be conducted in a manner providing full and open competition" and forbidding practices "restrictive of competition," such as "[p]lacing unreasonable requirements on firms in order for them to qualify to do business" and taking "[a]ny arbitrary action in the procurement process") -- no recipient (or subrecipient, at any tier) may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by USDOJ.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition in accordance with 2 CFR 200.331 – 333. .

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition. 2 CFR 200.302(b)(7)

4. Rules of construction

A. The term "associate of the federal government" means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government -- as an employee, Subrecipient or subSubrecipient (at any tier), grant recipient or -subrecipient (at any tier), agent, or otherwise -- in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project, or activity (or to provide such goods or services) in future.

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

14. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and HHS authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the HHS web site at <https://HHS.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and HHS authority to terminate award)), and are incorporated by reference here.

15. Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by HHS (or in the application for any subaward, at any tier), the HHS funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the HHS web site at <https://HHS.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

16 Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

17 Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to Fulton County Department of Behavioral Health and Developmental Disabilities in the manner (including within the timeframes) specified by HHS in the program solicitation or other applicable written guidance.

18. HHS Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with HHS award funds must adhere to the HHS Training Guiding Principles for Grantees and Subgrantees, available at <https://HHS.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm>.

19. Effect of failure to address audit issues

The recipient understands and agrees that the HHS awarding agency (Fulton County) may withhold award funds, or may impose other related requirements, if (as determined by the HHS awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of HHS awards.

20. Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the HHS awarding agency (Fulton County) during the period of performance for this award, if the recipient is designated as "high risk" for purposes of the HHS high-risk grantee list.

21. Compliance with HHS regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

22 Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

23. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

24 Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by HHS may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by HHS from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact HHS for guidance, and may not proceed without the express prior written approval of HHS.

25 Compliance with general appropriations-law restrictions on the use of federal funds. The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes.

26. Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the HHS Inspector General to report any potential fraud, waste, abuse and mismanagement in HHS programs.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the HHS Inspector General by--(1) Internet: <https://forms.oig.hhs.gov/hotlineoperations/index.aspx> (2) Phone: 1-800-HHS-TIPS (1-800-447-8477) (3) Mail: US Department of Health and Human Services Office of Inspector General ATTN: OIG HOTLINE OPERATIONS PO Box 23489 Washington, DC 20026

For additional information visit <https://oig.hhs.gov/fraud/report-fraud/index.asp>.

27. Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or Subrecipient to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient—

a. The recipient has in place or will develop a confidentiality policy

b. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or Subrecipients that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or Subrecipients from reporting waste, fraud, or abuse as described above; and

c. certifies that, if it learns or is notified that it is or has been requiring its employees or Subrecipients to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or

statements from employees or Subrecipients that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or Subrecipients from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, Subrecipient, or subSubrecipient entity that receives funds under this award is or has been requiring its employees or Subrecipients to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

28 Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (HHS or OVW, as appropriate) for guidance.

29 Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

30 Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of HHS

If the recipient is designated "high risk" by a federal grant-making agency outside of HHS, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to Fulton County Department of Behavioral Health and Developmental Disabilities. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal

awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

31 Verification and updating of recipient contact information

The recipient must verify its Point of Contact (POC), Financial Point of Contact (FPOC), and Authorized Representative contact information to the Fulton County Department of Behavioral Health and Developmental Disabilities, including telephone number and e-mail address. If any information is incorrect or has changed, BHDD must be notified within 7 days.

32 The recipient agrees to comply with HHS grant monitoring guidelines, protocols, and procedures, and to cooperate with HHS and BHDD on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide to HHS and BHDD all documentation necessary to complete monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by HHS and BHDD for providing the requested documents. Failure to cooperate with HHS/BHDD's grant monitoring activities may result in sanctions affecting the recipient's HHS awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to grant funds; referral to the Office of the Secretary of HHS for audit review; designation of the recipient as a HHS High Risk grantee; or termination of an award(s).

33 The award recipient agrees to participate in a data collection process measuring program outputs and outcomes. The data elements for this process will be outlined by the Department of Behavioral Health and Developmental Disabilities.

34 Justice Information Sharing

Information sharing projects funded under this award must comply with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The recipient (and any subrecipient at any tier) must conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: https://it.HHS.gov/gsp_grantcondition. The recipient (and any subrecipient at any tier) must document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

35 The recipient agrees to submit to BJA for review and approval any curricula, training materials, proposed publications, reports, or any other written materials that will be published, including web-based materials and web site content, through funds from this grant at least thirty (30) working days prior to the targeted dissemination date. Any written, visual, or audio publications, with the exception of press releases, whether published at the grantee's or government's expense, shall contain the following statements: "This project was supported by Grant No. 2020-AR-BX-0078 awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Department of Justice's Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the SMART Office. Points of

view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice." The current edition of the DOJ Grants Financial Guide provides guidance on allowable printing and publication activities.

36 Justification of consultant rate

Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by the HHS program office prior to obligation or expenditure of such funds.

37 Copyright; Data rights

The recipient acknowledges that HHS reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use (in whole or in part, including in connection with derivative works), for Federal purposes: (1) any work subject to copyright developed under an award or subaward (at any tier); and (2) any rights of copyright to which a recipient or subrecipient (at any tier) purchases ownership with Federal support.

The recipient acknowledges that HHS has the right to (1) obtain, reproduce, publish, or otherwise use the data first produced under any such award or subaward; and (2) authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes. "Data" includes data as defined in Federal Acquisition Regulation (FAR) provision 52.227-14 (Rights in Data - General).

It is the responsibility of the recipient (and of each subrecipient (at any tier), if applicable) to ensure that the provisions of this condition are included in any subaward (at any tier) under this award.

The recipient has the responsibility to obtain from subrecipients, Subrecipients, and subSubrecipients (if any) all rights and data necessary to fulfill the recipient's obligations to the Government under this award. If a proposed subrecipient, Subrecipient, or subSubrecipient refuses to accept terms affording the Government such rights, the recipient shall promptly bring such refusal to the attention of the HHS program manager for the award and not proceed with the agreement in question without further authorization from the HHS program office.

38 The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.

39 Recipient integrity and performance matters: Requirement to report information on certain civil, criminal, and administrative proceedings to SAM and FAPIIS

The recipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this HHS award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of HHS awards are required to report information

about such proceedings, through the federal System for Award Management (known as "SAM"), to the designated federal integrity and performance system (currently, "FAPIS").

The details of recipient obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to the federal designated integrity and performance system (currently, "FAPIS") within SAM are posted on the HHS web site at <https://HHS.gov/funding/FAPIS.htm> (Award condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIS), and are incorporated by reference here.

40 FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the HHS web site at <https://HHS.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$25,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

41 Any organization using Office of Justice Programs grant funds, in whole or in part, to collect, aggregate, and/or share data on behalf of a government agency, must guarantee that the agency that owns the data and its approved designee(s) will retain unrestricted access to the data, in accordance with all applicable law, regulations, and BJA policy: a) in an expeditious manner upon request by the agency; b) in a clearly defined format that is open, user-friendly, and unfettered by unreasonable proprietary restrictions; and c) at a minimal additional cost to the requestor (which cost may be borne by using grant funds).

42 With respect to this award, federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the award recipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. (An award recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.)

This limitation on compensation rates allowable under this award may be waived on an individual basis at the discretion of the HHS official indicated in the program announcement under which this award is made.

43 Applicants must certify that Limited English Proficiency persons have meaningful access to the services under this program(s). National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI and the Safe Streets Act, recipients

are required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. The U.S. Department of Justice has issued guidance for grantees to help them comply with Title VI requirements. The guidance document can be accessed on the Internet at www.lep.gov.

44. Protection of human research subjects

The recipient (and any subrecipient at any tier) must comply with the requirements of 28 C.F.R. Part 46 and all HHS policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

45 Any Web site that is funded in whole or in part under this award must include the following statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a Web-based service, including any pages that provide results or outputs from the service:

"This Web site is funded [insert "in part," if applicable] through a grant from the [insert name of HHS component], Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, this Web site (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)."

The full text of the foregoing statement must be clearly visible on the home page. On other pages, the statement may be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.

46 Confidentiality of data

The recipient (and any subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.

47 The recipient agrees to budget funds for two staff representatives to attend one three-day national meeting in Washington, D.C. each year for the life of the grant. (If a national meeting is not planned, funds must be used to attend a BJA approved training.) In addition, the recipient agrees to participate in BJA training events, technical assistance events, or conferences held by BJA or its designees, upon request.

48 The recipient is authorized to incur obligations, expend, and draw down funds for travel, lodging, and per diem costs only, in an amount not to exceed \$5,000, for the sole purpose of attending a required HHS conference associated with this grant award. The grantee is not authorized to incur any additional obligations, or make any additional expenditures or draw downs until the awarding agency and the Office of the Chief Financial Officer (OCFO) has reviewed and approved the recipient's budget and budget narrative, and a Grant Adjustment Notice (GAN) has been issued to remove this special condition.

49 Awards under the US Department of Health and Human Services Advancing Health Literacy Grant will be used to develop a health literacy program to address personal and organizational health literacy through culturally appropriate strategies

None of the following activities will be conducted whether under the Office of Justice Programs federal action or a related third party action:

- 1) New construction.
- 2) Renovation or remodeling of a property located in an environmentally or historically sensitive area, including property (a) listed on or eligible for listing on the National Register of Historic Places, or (b) located within a 100-year flood plain, a wetland, or habitat for an endangered species.
- (3) A renovation that will change the basic prior use of a facility or significantly change its size.
- (4) Research and technology whose anticipated and future application could be expected to have an effect on the environment.
- (5) Implementation of a program involving the use of chemicals.

Additionally, the proposed action is neither a phase nor a segment of a project which when reviewed in its entirety would not meet the criteria for a categorical exclusion. Consequently, the subject federal action meets the Office of Justice Programs' criteria for a categorical exclusion as contained in paragraph 4(b) of Appendix D to Part 61 of Title 28 of the Code of Federal Regulations.