

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

SUBRECEPIENT AWARD

AND

MEMORANDUM OF UNDERSTANDING

GRANT NUMBER: 1 CPIMP211236-01-00

THIS AGREEMENT "Agreement"), entered into this 1st day of July, 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, Inc., a domestic non-profit corporation with a principal place of business at 720 Westview Drive, S.W., Atlanta, Georgia 30310 ("MSM")** .

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

MSM, with an emphasis on people of color and the underserved urban and rural populations in Georgia, the nation and the world, exist is to improve the health and wellbeing of individuals and communities; increase diversity of the health professional and scientific workforce; and address primary health care through programs in education, research and service. The program will partner with MSM's Prevention Research Center for Health Literacy 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, the County, as the recipient of 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 Award through the Chairman of the Board of Commissioners of Fulton County (“BOC”), has been awarded grant funds initially approved by the BOC (Agenda Item# 21-0353 – Ratification of the Grants Activity Report dated 04/21/2021 (As reference, BOC Agenda Item# _____, dated _07/01/2021_____ was for the approval of the DBHDD MOU between _Fulton County Georgia and Morehouse School of Medicine Prevention Research Center (hereinafter referred to as “Contractor” or “Subrecipient”)_,

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. MSM and the Contractor acknowledges and agrees that the Special Condition and other requirements attached hereto as Attachment “A” 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 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).

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.

CONTRACTOR SERVICES

Paragraph 1. The County retains Contractor and Contractor 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. Contractor represents and the County acknowledges that MSM and Contractor will render the services defined and required herein.

Paragraph 1.2. Contractor represents that Dr. Sandra Harris-Hooker is authorized to bind **MSM and Contractor** to the terms and conditions of the Agreement and that she is authorized to enter into this Agreement on behalf of MSM and Contractor. Contractor 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. Contractor 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. Contractor shall not enter into any sub-contractual agreements for the provision of services defined and required herein without the expressed written approval of the County in advance.

Paragraph 1.5. Contractor 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, subject to HIPAA requirements, 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 Contractor'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 Contractor's duly authorized fiscal designee and programmatic designee.

REPORTING REQUIREMENTS

Paragraph 3.1. Contractor 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. Contractors will obtain a release of information from each of the treatment providers to adhere to HIPAA Guidelines.

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

Contractor 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. Contractor 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. Contractor 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 Contractor's assigned County Project Officer.

Paragraph 3.4. Contractor 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 Contractor 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. Contractor(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 Contractor 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. Contractor 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 Contractor for an allocation of Health Literacy funds, in an amount not to exceed **\$800,000**. The actual amount awarded to the Contractor at any one time shall equal the total amount of the purchase order(s) issued.

Paragraph 4.2. Contractor 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 Contractor shall use the Health Literacy funding only for the following:

- Conferences/Training
- Salary/Fringe Benefits
- Office Equipment/Supplies
- Furniture
- Computer Equipment/Supplies
- Client Benefits
- Mileage Reimbursement
- Promotional Materials
- Printing
- Publications
- Subscriptions
- Space Rental

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)

Contractor 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 Contractor is not currently in default under any of the terms of this Agreement. Contractor 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 the Contractor fails to adhere to Paragraph 4.5 of this Contract to provide all necessary and appropriate documentation required pursuant to this Contract, as identified to the Contractor by the County, the County shall not be responsible for the resulting delay of the processing and payment of related Health Literacy funds, which shall not be unreasonably delayed, until such documentation has been satisfactorily submitted.

Paragraph 4.7. If the Contractor 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 not be responsible for the resulting delay of the processing of related Health Literacy payments, which shall not be unreasonably delayed, 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. Contractor 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 Contractor of the responsibility of subsequent corrections of any errors and the clarification of any ambiguities. Contractor 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 Contractor. Contractor 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 Contractor, 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 Contractor 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 Contractor shall produce progress prints or copies of any work as performed under this Agreement. Refusal by Contractor to submit progress reports and/or plans shall be cause for County, without any liability thereof, to withhold payment to Contractor until Contractor complies with County's request in this regard. County's review recommendations shall be incorporated into the plans by Contractor.

Paragraph 6.2. Contractor agrees to participate in site visits/programmatic reviews conducted by the County Staff. Contractor 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. Where requested, Contractor shall provide County access to any books, documents, papers and records of Contractor, which are directly pertinent to work performed for the purpose of making audits, examinations, excerpts and transcriptions.

Paragraph 6.3. Contractor agrees to participate in site visits/programmatic reviews conducted by the County Staff including the Fulton County's Office of the County Auditor. Contractor 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. Where requested, Contractor shall provide County access to any books, documents, papers, and records of Contractor, which are directly pertinent to work performed for the purpose of making audits, examinations, excerpts and transcriptions. 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

Sandra Harris-Hooker 12/02/2021

MEDICINE Approved:
Sandra Harris-Hooker, PhD
Executive Vice Dean for Research and Academic Administration

Attest:

**Tabia Henry Akintobi, PhD
Principal Investigator**

ITEM # 21-1614 RCS 8, 18, 21
RECESS MEETING

ATTACHMENT "A"

SPECIAL CONDITIONS

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.