



**THE RYAN WHITE  
HIV/AIDS TREATMENT EXTENSION ACT  
PART A GRANT AND ENDING THE ENDING THE HIV EPIDEMIC: A PLAN FOR AMERICA  
— RYAN WHITE HIV/AIDS PROGRAM PARTS A AND B GRANT**

Atlanta Eligible Metropolitan Area Agreement  
First Amendment

**THIS AMENDMENT**, entered into this 1st day of March 2024, through the 28<sup>th</sup> day of February 2025 by and between Fulton County (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 The Networked Planet, LLC (hereinafter referred to as "Contractor").

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

**WHEREAS**, the County, as the recipient of the Ryan White Part A funds for the 20-County Atlanta Eligible Metropolitan Area ("**EMA**"), as defined in:

- Public Health Service Act, Title XXVI, Section 2603b
- Public Health Service Act Section 2603(b), 42 U.S.C 300ff-13(b)
- FY 2007 Title XXVI of the PHS Act, 42 U.S.C. section 300-ff-11 et seq. (as amended), Part A
- Ryan White HIV/AIDS Treatment Extension Act of 2009 (Public Law 111-87)
- Public Health Service Act, Sections 2601-2610
- Public Health Service Act, Sections 2601-2610 (42 USC 300ff-11 – 300ff-20), as amended by the Ryan White HIV/AIDS Treatment Extension Act of 2009 (Public Law 111-87)
- Public Health Service Act, Sections 2601-2610, and 2693(b)(2)(A) (42 USC 300ff-11 – 300ff-20, and 300ff-121(b)(2)(A)), as amended by the Ryan White HIV/AIDS Treatment Extension Act of 2009 (Public Law 111-87)

(hereinafter referred to as "**Ryan White Program**"), through the Chairman of the Board of Commissioners of Fulton County, has been awarded grant funds under Part A of the Ryan White Program and pursuant to 91-RCM-029 (1/16/1991) and Item #23-0186 (3/15/23).

**WHEREAS**, the County, as the recipient of Ending the HIV Epidemic: A Plan for America — Ryan White HIV/AIDS Program Parts A and B funds to support services for the four county eligible area, as authorized in in: Public Health Service Act, Section 311(c) (42 USC 243(c)) and title XXVI (42 U.S.C. §§ 300ff-11 et seq.), through the Chairman of the Board of Commissioners of Fulton County has been awarded grant funds pursuant to 19-0818 (10/21/2019).

**WHEREAS**, the County's Department for HIV Elimination has a need for the development and on-going maintenance of a website to serve as a tool to, among other things: increase transparency; provide information to clients, subrecipients and the general public; link citizens to services; share policies and procedures and grant requirements; and provide information on the Metropolitan Atlanta HIV Health Services Planning Council.

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

**WHEREAS**, the County, pursuant to Board of Commissioners Item #23-0186 has recommended funding to The Networked Planet, LLC to facilitate the approved project for a total not to exceed \$20,000 in Grant Year 2023 and \$8,000 in Grant Year 2024 subject to federal funding availability and disbursement.

**WHEREAS**, the County desires to increase the Grant Year 2024 contract amount by \$11,327 for a total of \$19,327 pursuant to Board of Commissioners Item #24-0372.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the parties hereunto agree to amend the April 1, 2023 agreement pursuant to Board of Commissioners Item #23-0186 as follows:

#### ARTICLE 1. CONTRACT DOCUMENTS

**ADD "Exhibit A-1 and B1 Grant Year 2024 Scope of Work, Contract Deliverables and Payment Schedule and Approved" to Paragraph 1.0.**

**Paragraph 1.0.** County hereby engages Contractor, and Contractor hereby agrees, to perform the services hereinafter set forth in accordance with this Agreement, consisting of the following contract documents:

- Exhibit A: Scope of Work, Contract Deliverables and Payment Schedule
- Exhibit B: Approved Budget
- Exhibit A-1 and B-1 Grant Year 2024 Scope of Work, Contract Deliverables and Payment Schedule and Approved Budget
- Exhibit C: Funding Exclusions
- Exhibit D: Non-Discrimination Policy
- Exhibit E: Certifications PHS-5161-1
- Exhibit F: Compliance with Legislative Mandates

- Exhibit G: Federal Award Reporting Data and HRSA Disclaimer

### ARTICLE 3. CONTRACTOR SERVICES

**STRIKE “Attachment A” and replace with “Exhibit A and Exhibit A-1 and B-1” in Paragraph 3.0.**

**Paragraph 3.0.** The County retains Contractor and Contractor accepts retention by the County to render services as made part of this Contract by reference and attached hereto as ~~Attachment A~~ **Exhibit A and Exhibit A-1 and B-1** 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.

### ARTICLE 4. SCOPE OF DUTIES

**RENAME the second Paragraph 4.1 as 4.2**

**ADD “Exhibit A-1 and B1 Grant Year 2024 Scope of Work, Contract Deliverables and Payment Schedule and Approved Budget” to Paragraph 4.0., Paragraph 4.1., and Paragraph 4.2.**

**Paragraph 4.0.** Upon execution of this Agreement, Contractor shall commence providing services in accordance with Exhibit A: Scope of Work, Contract Deliverables and Payment Schedule and Exhibit A-1 and B1 Grant Year 2024 Scope of Work, Contract Deliverables and Payment Schedule and Approved Budget.

**Paragraph 4.1.** Contractor shall perform the services, complete the tasks, and/or submit the deliverables described in Exhibit A: Scope of Work, Contract Deliverables and Payment Schedule and Exhibit A-1 and B1 Grant Year 2024 Scope of Work, Contract Deliverables and Payment Schedule and Approved Budget.

**Paragraph 4.12.** Unless modified in writing by both parties in the manner specified in the agreement, duties of Contractor shall not be construed to exceed those services specifically set forth herein. Contractor agrees to provide all services, products, and data and to perform all tasks described in Exhibit A: Scope of Work, Contract Deliverables and Payment Schedule and Exhibit A-1 and B1 Grant Year 2024 Scope of Work, Contract Deliverables and Payment Schedule and Approved Budget.

### ARTICLE 6. CONTRACT TERM

**ADD Paragraph 6.0.1.**

**Paragraph 6.0.1** This Amendment is effective March 01, 2024 for a one-year term expiring on February 28, 2025.

**ADD Paragraph 6.1.1.**

**Paragraph 6.1.1. Commencement Term.** The "Commencement Term" of this Agreement shall begin March 01, 2024, the starting date, and shall end absolutely and without further obligation on the part of the county on the 28<sup>th</sup> day of February 2025. The Commencement Term shall be subject to events of termination and the County's termination rights that are described elsewhere in this Amendment and the April 1, 2023 Agreement pursuant to Board of Commissioners Item #23-0186.

#### ARTICLE 7. COMPENSATION FOR SERVICES

**STRIKE "\$8,000" and replace with "\$11,237" in Paragraph 7.0.**

**ADD Paragraph 7.2.1.**

**ADD Paragraph 7.3.1.**

**ADD Paragraph 7.4.1.**

**ADD Paragraph 7.6.1.**

**Paragraph 7.0.** Subject to the availability and disbursement of federal funds, the legislatively approved services described in Exhibit A: Scope of Work, Contract Deliverables and Payment Schedule herein shall be performed by Contractor for an allocation of Ryan White Program, Part A funds, Ending the HIV Epidemic funds, and CARES Act funds in an amount not to exceed \$20,000 in Grant Year 2023 and ~~\$8,000~~ **\$11,327** in Grant Year 2024. The actual amount awarded to the Contractor at any one time shall equal the total amount of the purchase order(s) issued.

**Paragraph 7.2.1.** The budget attached to this Amendment in Exhibit A-1 and B1 Grant Year 2024 Scope of Work, Contract Deliverables and Payment Schedule and Approved Budget is a complete, approved Grant Year 2024 budget for expenditures of all grant 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 7.3.1.** Invoices for Grant Year 2024 shall be billed at the deliverable rates established in Exhibit A-1 and B1 Grant Year 2024 Scope of Work, Contract Deliverables and Payment Schedule and Approved Budget. Invoices shall be submitted to the Department for HIV Elimination.

**Paragraph 7.4.1.** The County will make payment to the Contractor based upon the completion of deliverables and in accordance with the payment schedule in Exhibit A-1 and B1 Grant Year 2024 Scope of Work, Contract Deliverables and Payment Schedule and Approved Budget.

**Paragraph 7.6.1.** Contractor agrees that payment requested under the terms of this Amendment for Grant Year 2024 shall be made based upon the Deliverables and Payment Schedule attached hereto as Exhibit A-1 and B1 Grant Year 2024 Scope of Work, Contract Deliverables and Payment Schedule and Approved Budget .

#### ARTICLE 8. INVOICING AND PAYMENT

##### **ADD Paragraph 8.0.1.**

**Paragraph 8.0.1.** Contractor shall submit invoices for work performed in Grant Year 2024 as set forth in Exhibit A-1 and B1 Grant Year 2024 Scope of Work, Contract Deliverables and Payment Schedule and Approved Budget in a form acceptable to the County and accompanied by all support documentation requested by the County, for payment and for services that were completed during the preceding phase. The County shall review for approval of said invoices. The County shall have the right not to pay any invoice or part thereof if not properly supported, or if the costs requested or a part thereof, as determined by the County, are reasonably in excess of the actual stage of completion.

#### ARTICLE 14. TERMINATION

##### **STRIKE "2021" and replace with "2025" in Paragraph 14.0.**

**Paragraph 14.0.** This contract shall terminate no later than 11:59 p.m. on February 28, ~~2021~~ 2025.

IN WITNESS HEREOF, the parties hereto have set their hands and affixed their seals.

FULTON COUNTY, GEORGIA

By: 

DocuSigned by:

Robert L. Pitts

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 06/07/2024  
Robert L. Pitts, Chairman  
Board of Commissioners Date

Attest: 

DocuSigned by:

Tonya Grier

EFC476C4837648D...

 ITEM#: 24-0372 DATE: 6/5/2024 1st Regular Meeti  
Tonya Grier  
Fulton County Clerk to the Commission

APPROVED AS TO FORM: 

DocuSigned by:

David Lowman

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Office of the County Attorney

APPROVED AS TO CONTENT: 

DocuSigned by:

Jeff Cheek

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Jeff Cheek, Director  
Department for HIV Elimination

CONTRACTOR: The Networked Planet LLC  
Agency Name  
By: Ben Eason  
Name 

DocuSigned by:

Ben Eason

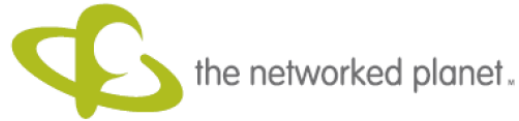
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Signature  
President  
Title

06/06/2024

**EXHIBIT A-1 AND EXHIBIT B-1**

GRANT YEAR 2024 SCOPE OF WORK, CONTRACT DELIVERABLES AND PAYMENT SCHEDULE AND APPROVED BUDGET



## Fulton County: Department for HIV Elimination (DHE)

[www.endhivatl.org](http://www.endhivatl.org)

### Web Development Scope of Work:

- Document Admin side functionality of endhivatl.org
- Improve accessibility score of endhivatl.org
- Create new branding products
- Extend website hosting and WordPress plugin usage
- Extend monthly maintenance/technical support

### Background:

This document is an amendment to the DHE proposal signed on June 28, 2023.

The new website front end is much simpler to navigate thanks to some new WordPress plugins on the back end. Some of these plugins come with a monthly fee. And some are easier to administer than others. We would like to create full website documentation that would allow anyone familiar with WordPress website administration to be able to maintain the website in our absence.

The new website also has a new logo. We would like to continue creating new branding products such as new letterhead, PowerPoint template, and a background for virtual meetings.

And we would like to improve the website to make it more accessible to all users.

### Invoicing Process:

The invoicing process will remain the same. An invoice will be sent on the first business day of every month to include all previous months' expenses. The invoice will include an itemized total along with supporting documentation. The supporting documentation will include a monthly report of actual hours worked and the associated completed tasks, as well as receipts of any one-time expenses such as the theme purchase. The invoice along with supporting documentation will be sent to DHE via email to Data Administrator, currently Vanessa Caceres.

### Revised Proposal:

Estimated hours/costs for each item:

- Website documentation: 6 hrs @\$100 per hr. Estimated completion by the end of May.
- Improve accessibility: 12 hrs @\$110 per hr. Estimated completion by the end of May
- Rebranding/Design: 25 hrs @\$115 per hr. Estimated completion by the end of August.

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- Social Embed Press plugin through 12/31/2024 (\$60/mo): \$540
- G-Translate plugin through 12/31/2024 (\$19.99/mo): \$180
- WPEngine Hosting through 12/31/2024: \$360
- Goodwish WordPress Theme renews 2/24 for the year: \$57
- Echo Knowledgebase plugin renews 9/2024 for the year: \$45
- 4 hours per month ongoing technical support x \$100/hr = \$4800
- Purchase and setup up RankMath plugin for SEO. Plugin automatically creates meta descriptions and SEO Schema. 1 hr @\$110 per hr. Estimated completion by the end of October.
- Set up Google Analytics (GA4) account and add tags to website: 3 hours @\$110 per hr. Estimated completion by the end of October.
- Link DHE's existing YouTube channel to the website, add plugins for social media which may come from DHE and/or a DHE representative: 1 hr @\$110 per hr. Estimated completion by the end of October.

The hours listed above are approximations of time to complete tasks. You will receive a monthly report of actual hours worked and the tasks completed.

**Amendment Total: \$11,327**

**Previous Contract: \$8,000**

**Amended Contract Total: 19,327**

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