



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

THIS AGREEMENT, entered into this 1st day of April, 2023 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").

**WITNESSETH:**

**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 BOC 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.

**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. CONTRACT DOCUMENTS

**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 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

**Paragraph 1.1.** The foregoing documents constitute the entire Agreement of the parties pertaining to the project hereof and is intended as a complete and exclusive statement of promises, representations, discussions and agreements oral or otherwise that have been made in connection therewith. No modifications or amendment to this Agreement shall be binding upon the parties unless the same is in writing,

conforms to Fulton County Policy and Procedure 800-6 governing change orders, is signed by the County's and the Contractor's duly authorized representatives.

**Paragraph 1.2.** If any portion of the Contract Documents shall be in conflict with any other portion, the various documents comprising the Contract Documents shall govern in the following order of precedence: 1) the Agreement, 2) any Addenda, 3) change orders/budget revisions, 4) the exhibits, and 5) portions of Contractor's proposal that was accepted by the County and made a part of the Contract Documents.

## ARTICLE 2. SEVERABILITY

**Paragraph 2.0.** If any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement, which shall remain in full force and effect, and enforceable in accordance with its terms.

## ARTICLE 3. CONTRACTOR SERVICES

**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 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 3.1.** Contractor represents and the County acknowledges that it will assign and designate The Networked Planet, LLC to render the services defined and required herein.

**Paragraph 3.2.** Contractor represents that Ben Eason, Managing Director is authorized to bind and enter into Contract on behalf of Contractor.

**Paragraph 3.3.** 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.

## ARTICLE 4. SCOPE OF DUTIES

**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.

**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.

**Paragraph 4.1.** 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.

#### ARTICLE 5. MODIFICATIONS

**Paragraph 5.0.** This Agreement may be amended or modified by a written instrument executed by the duly authorized representatives of the parties. Similarly, no agreement that affects the provisions of this Agreement will be valid unless in writing and executed by the County and the Contractor, except as provided below.

**Paragraph 5.0.** No amendment to this Agreement shall be binding upon the parties unless the same is in writing, approved by the Director, Department for HIV Elimination or his or her designee and the Contractor's duly authorized representative noted in Paragraph 3.2.

**Paragraph 5.1.** The Director, Department for HIV Elimination is hereby authorized to approve and execute Ryan White contract modifications for renewals of this Agreement provided the renewal is at the same terms and conditions as the original Agreement, with no intervening changes. However, the Director, Department for HIV Elimination may approve modifications to add program requirements that are directly passed down from Health Resources and Services Administration ("HRSA"), as the funding agency.

#### ARTICLE 6. CONTRACT TERM

**Paragraph 6.0.** This agreement is effective on April 01, 2023 for a two-year term expiring on February 28, 2025.

**Paragraph 6.1. Commencement Term.** The "Commencement Term" of this Agreement shall begin on April 01, 2023, 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 Agreement.

#### ARTICLE 7. COMPENSATION FOR SERVICES

**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 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 7.1.** The award amount includes a contingency amount of \$4,580 in Grant Year 2023 and \$3,200 in Grant Year 2024. These funds are not available to the Contractor unless or until the Contractor is notified of authorization to expend contingency funds. Authorization to expend contingency funds shall be at the discretion of the Director, Department for HIV Elimination Program and shall be issued in writing.

**Paragraph 7.2.** The budget attached to Contract in Exhibit B: Approved Budget is a complete, approved 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.** Invoices shall be billed at the deliverable rates established in Exhibit A Scope of Work, Contract Deliverables and Payment Schedule . Fee-for-service billing shall be submitted to the Department for HIV Elimination.

**Paragraph 7.4.** The County will make payment to the Contractor based upon the completion of deliverables and in accordance with the payment schedule in Exhibit A: Scope of Work, Contract Deliverables and Payment Schedule.

**Paragraph 7.5.** Except as otherwise provided for in this Agreement, County will, within thirty (30) calendar days electronically transmit Contractor payments called for under this Agreement after receipt of an invoice describing the deliverables included, provided that Contractor is not currently in default under any of the terms of this Agreement. Submissions should be sent to [jeff.cheek@fultoncountyga.gov](mailto:jeff.cheek@fultoncountyga.gov).

**Paragraph 7.6.** Contractor agrees that payment requested under the terms of this Contract shall be made based upon the Deliverables and Payment Schedule attached hereto as Exhibit A: Scope of Work, Contract Deliverables and Payment Schedule.

#### ARTICLE 8. INVOICING AND PAYMENT

**Paragraph 8.0.** Contractor shall submit invoices for work performed as set forth in Exhibit A Scope of Work, Contract Deliverables and Payment Schedule 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.

**Paragraph 8.1.** Invoices will be submitted to the Department for HIV Elimination upon deliverables completion, or within three weeks after the Estimated Date, whichever is sooner. Contractor shall electronically submit all invoices to:

[Jeff.cheek@fultoncountyga.gov](mailto:Jeff.cheek@fultoncountyga.gov)

**Paragraph 8.2.** Supporting documentation for payment will be the Cumulative Contract Expenditure Report which indicates the deliverable(s) completed, the amount requested, a brief narrative of work performed along with status updates on any configuration or enhancements being made.

**Paragraph 8.3.** If, in the County's opinion, the Contractor fails to provide all necessary and appropriate documentation required pursuant to this Contract, as identified to the Contractor by the County, the County shall have the authority to delay the processing and payment of any or all Part A funds until such documentation has been satisfactorily submitted.

**Paragraph 8.4.** If, in the County's opinion, 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 have the authority to delay the processing of any or all payments until such time that the errors have been corrected.

**Paragraph 8.5.** Failure to submit reimbursement requests by the month following the end of the month for which reimbursement is being requested and failure to submit the final invoice no later than 45 days after each budget period ends or is terminated may result in forfeiture of the claim. If the Contractor fails to do so, all rights to payment may be forfeited and the County may not honor requests submitted after the aforesaid time period. Any payment due under the terms of this Agreement may be withheld until all reports due from the Contractor and necessary adjustments thereto have been approved by the Department for HIV Elimination.

**Paragraph 8.6. Time of Payment:** Invoices for payment (Cumulative Contract Expenditure Report) shall be submitted to County by the twenty (20th) business day of the month to facilitate processing for payment in that same month. The County shall make electronic payments to Contractor approximately twenty (20) days after receipt of a proper invoice. Parties hereto expressly agree that the above contract term shall supersede the rates of interest, payment periods, and contract and subcontract terms provided for under the Georgia Prompt Pay Act, O.C.G.A. § 13-11-1 *et seq.*, pursuant to O.C.G.A. § 13-11-7(b), and the rates of interest, payment periods, and contract and subcontract terms provided for under the Prompt Pay Act shall have no application to this Agreement; parties further agree that the County shall not be liable for any interest or penalty arising from late payments.

**Paragraph 8.7.** Except as otherwise provided for in this Agreement, County will, within thirty (30) calendar days transmit via direct deposit Subrecipient payments called for under this Agreement after receipt of a correct reimbursement submission and required documentation 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 8.8. Acceptance of Payments by Subrecipient; Release.** The acceptance by the Subrecipient of any payment for services under this Agreement will, in each instance, operate as, and be a release to the County from, all claim and liability to the Subrecipient for work performed or furnished for or relating to the service for which payment was accepted, unless the Subrecipient within five (5) business days of its receipt of a payment, advises the County in writing of a specific claim it contends is not released by that payment.

**Paragraph 8.9.** Parties hereto expressly agree that the above contract terms shall supersede the rates of interest, payment periods, and contract and subcontract terms provided for under the Georgia Prompt Pay Act, O.C.G.A. § 13-11-1 *et seq.*, pursuant to O.C.G.A. § 13-11-7(b), and the rates of interest, payment periods, and contract and subcontract terms provided for under the Prompt Pay Act shall have no application to this Agreement; parties further agree that the County shall not be liable for any interest or penalty arising from late payments.

**Paragraph 8.10.** It is the Subrecipient's duty to register with the County for direct deposit.

**Paragraph 8.11. County's Right to Withhold Payments:** The County may withhold payments for services that involve disputed costs or are otherwise performed in an inadequate fashion. Payments withheld by the County will be released and paid to the Contractor when the services are subsequently performed adequately and on a timely basis, the causes for disputes are reconciled or any other remedies or actions stipulated by the County are satisfied. The County shall promptly pay any undisputed items contained in such invoices.

**Paragraph 8.12. Payment of Subcontractors/Suppliers:** The Contractor must certify in writing that all Subcontractors of the Contractor and suppliers have been promptly paid for work and materials and previous progress payments received. In the event the prime Contractor is unable to pay Subcontractors or suppliers until it has received a progress payment from Fulton County, the prime Contractor shall pay all Subcontractors or supplier funds due from said progress payments within forty-eight (48) hours of receipt of payment from Fulton County and in no event later than fifteen days as provided for by State Law.

**Paragraph 8.13. Closeout and Final Invoice.** The Final Invoice (Cumulative Contract Expenditure Report) for each Grant Year must include a certification signed by the official authorized to legally bind Contractor as follows:

"By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of this contract. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud,

false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)." 45 CFR 75.415(a)

#### ARTICLE 10. **FUNDING EXCLUSIONS AND RESTRICTIONS**

**Paragraph 10.0.** Contractor shall use funds in accordance with federal requirements and shall not use Part A funds or Ending the HIV Epidemic funds for unallowable costs (including those listed herein in Exhibit C: Funding Exclusions and in the "*Program Manual of Policies and Procedures*" incorporated herein by reference and available at [www.ryanwiteatl.org](http://www.ryanwiteatl.org) and PPPN-004: Funding Exclusions and Restrictions " incorporated herein by reference and available at [www.ryanwiteatl.org](http://www.ryanwiteatl.org).

#### ARTICLE 11. **PERSONNEL**

**Paragraph 11.0.** Contractor shall designate in writing a person(s) to serve as its authorized representative(s) who shall have sole authority to represent Contractor on all manners pertaining to this contract. Contractor represents that it has secured or will secure, at its' own expense, all equipment and personnel necessary to complete this Agreement, none of whom shall be employees of or have any contractual relationship with County. All of the services required hereunder will be performed by Contractor under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under law to perform such services.

**Paragraph 11.1.** Written notification shall be immediately provided to County upon change or severance of any of the authorized representative(s) or designee(s), listed key personnel or Sub-Contractor performing services on this Project by Contractor. No changes or substitutions shall be permitted in Contractor's key personnel or Subcontractor as set forth herein without the prior written approval of the County. Requests for changes in key personnel or Subcontractors will not be unreasonably withheld by County.

#### ARTICLE 12. **SUSPENSION OF WORK**

**Paragraph 12.0.** If, through any cause, Contractor shall fail to fulfill its obligations under this Agreement in a timely and proper manner or in the event that any of the provisions or stipulations of this Agreement are violated by Contractor, the County shall thereupon have the right to suspend the Contract in whole or in part.

**Paragraph 12.1. Suspension Notice:** Should the County exercise its right to suspend this Agreement under the provisions of this paragraph, the suspension shall be accomplished in writing and shall specify the reason and effective date. Upon receipt of a suspension notice, the Contractor must, unless the notice requires otherwise:

1. Immediately discontinue suspended services on the date and to the extent specified in the notice;
2. Shall not incur obligations after date of notice until such time that the Contractor has received written notice by the County that the suspension has been revoked and obligations may resume;
3. Place no further orders or subcontracts for material, services or facilities with respect to suspended services, other than to the extent required in the notice; and
4. Take any other reasonable steps to minimize costs associated with the suspension.

**Paragraph 12.2. Notice to Resume:** Upon receipt of notice to resume suspended services, the Contractor will immediately resume performance under this Agreement as required in the notice.

**Paragraph 12.3.** In lieu of suspension, the County may withhold the payment of reimbursement requests until provisions or stipulations in question are cured to the County's satisfaction.

#### ARTICLE 13. DISPUTES

**Paragraph 13.0.** Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the Ryan White Program. The representative shall reduce the decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The Contractor shall have 30 days from date the decision is sent to appeal the decision to the County Manager or his designee by mailing or otherwise furnishing to the County Manager or designee, copy of the written appeal. The decision of the County Manager or his designee for the determination of such appeal shall be final and conclusive. Pending any final decision of a dispute hereunder, Contractor shall proceed diligently with performance of the Agreement and in accordance with the decision of the Office of the Internal Audit's designated representative.

#### ARTICLE 14. TERMINATION

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

**Paragraph 14.1.** This contract may be canceled or terminated by either of the parties without cause; however, the party seeking to terminate or cancel this contract must give written notice of its intention to do so to the other party at least 30 days prior to the effective date of cancellation or termination. Contractor will submit its final invoice not later than 45 days after the effective date of written notice of termination. Upon notice of termination date, Contractor shall not incur obligations after date of notice to County.

**Paragraph 14.2.** If for any reason the Contractor is unable to render the approved services, the Contractor must notify the County in writing within five (5) days of the decision to allow ample time to develop a contingency plan to address the loss of the services.

## ARTICLE 15. TERMINATION OF AGREEMENT FOR CAUSE

**Paragraph 15.0.** Either County or Contractor may terminate work under this Agreement in the event the other party fails to perform in accordance with the provisions of the Agreement. Any party seeking to terminate this Agreement is required to give thirty (30) days prior written notice to the other party.

**Paragraph 15.1** Notice of termination shall be delivered by certified mail with receipt for delivery returned to the sender.

**Paragraph 15.2. TIME IS OF THE ESSENCE** and if the Contractor refuses or fails to perform the work as specified in Exhibit A: Scope of Work, Contract Deliverables and Payment Schedule and maintain the scheduled level of effort as proposed, or any separable part thereof, with such diligence as will insure completion of the work within the specified time period, or any extension or tolling thereof, or fails to complete said work within such time. The County may exercise any remedy available under law or this Agreement. Failure to maintain the scheduled level of effort as proposed or deviation from the aforesaid proposal without prior approval of County shall constitute cause for termination.

**Paragraph 15.3.** The County may, by written notice to Contractor, terminate Contractor's right to proceed with the Project or such part of the Project as to which there has been delay. In such event, the County may take over the work and perform the same to completion, by contract or otherwise, and Contractor shall be required to provide all copies of finished or unfinished documents prepared by Contractor under this Agreement to the County, other than documents which are Confidential Information of Contractor described in paragraph 24.0 and documents described in paragraph 29.0.

**Paragraph 15.4.** Contractor shall be entitled to receive compensation for any satisfactory work completed on such documents as reasonably determined by the County.

**Paragraph 15.5.** Whether or not the Contractor's right to proceed with the work has been terminated, the Contractor shall be liable for any damage to the County resulting from the Contractor's refusal or failure to complete the work within the specified time period, and said damages shall include, but not

be limited to, any additional costs associated with the County obtaining the services of another Contractor to complete the project.

#### ARTICLE 16. TERMINATION FOR CONVENIENCE OF COUNTY

**Paragraph 16.0.** Notwithstanding any other provisions, the County may terminate this Agreement for its convenience at any time by a written notice to Contractor. If the Agreement is terminated for convenience by the County, as provided in this article, Contractor will be paid compensation for those services actually performed. Partially completed tasks will be compensated for based on a signed statement of completion to be submitted by Contractor which shall itemize each task element and briefly state what work has been completed and what work remains to be done.

**Paragraph 16.1.** If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the government.

#### ARTICLE 17. WAIVER OF BREACH

**Paragraph 17.0.** The waiver by either party of a breach or violation of any provision of this Agreement, shall not operate or be construed to be, a waiver of any subsequent breach or violation of the same or other provision thereof.

#### ARTICLE 18. INDEPENDENT CONTRACTOR STATUS

**Paragraph 18.0.** Nothing contained herein shall be deemed to create any relationship other than that of an independent contractor between the County and Contractor. Under no circumstances shall Contractor, its directors, officers, employees, agents, successors or assigns, be deemed employees, agents, partners, successors, assigns or legal representatives of the County.

**Paragraph 18.1.** The Contractor may not claim or apply for any right or privilege that applies to a County officer or employee, including but not limited to in any vacation, group medical or life insurance, disability, or retirement benefits or any other fringe benefits or benefit plans offered by County to its employees, and County will not be responsible for withholding or paying any income, payroll, Social Security or other federal, state or local taxes, making any insurance contributions, including unemployment or disability, or obtaining worker's compensation insurance on the Contractor's behalf.

**Paragraph 18.2.** Contractor acknowledges that its directors, officers, employees, agents and assigns shall have no right or redress pursuant to the Personnel Rules and Regulations of Fulton County.

#### ARTICLE 19. ASSURANCES AND CERTIFICATIONS

**Paragraph 19.0.** Contractor agrees to comply with federal and state laws, rules and regulations of the County's policy relative to nondiscrimination in client and client service practices because of political affiliation, religion, race, color, gender, handicap, age, sexual orientation, national origin, or disability as shown in Exhibit D: Non-Discrimination Policy. Exhibit D shall be signed by the Contractor's duly authorized representative noted in Paragraph 3.2.

**Paragraph 19.1.** Contractor agrees to comply with federal certifications regarding debarment and suspension, drug-free workplace requirements, Program Fraud Civil Remedies Act, and environmental tobacco smoke described in PHS-5161-1 and included as Exhibit E: Certifications PHS-5161-1. Exhibit E shall be signed by the Contractor's duly authorized representative noted in Paragraph 3.2.

**Paragraph 19.2.** Contractor agrees to comply with federal Legislative Mandates incorporated as Exhibit F: Compliance with Legislative Mandates. Exhibit F shall be signed by the Contractor's duly authorized representative noted in Paragraph 3.2.

**Paragraph 19.3.** Contractor agrees that federal prohibitions and requirements related to lobbying will be included in all sub-awards at all tiers and that all subrecipients shall certify and disclose accordingly.

**Paragraph 19.4.** Contractor acknowledges that the County discourages the employment of the relatives by blood or marriage of Contractor or its employees. Such relationship shall not be an automatic barrier to hiring but shall require the Contractor to obtain the written approval of the County. Willful and intentional failure to disclose such a relationship including such relationships which might pre-exist this contract may be cause for suspension or termination of this contract. This requirement shall not be construed to convert the Contractor into an employee of the County.

**Paragraph 19.5.** Contractor shall comply with Americans with Disabilities Act requirements.

#### ARTICLE 20. ACCURACY OF WORK

**Paragraph 20.0.** Contractor shall be responsible for the conformance of its work to the scope and specifications for the project, and shall promptly correct any non-conformance with specifications, without additional compensation. Acceptance of the work by the County will not relieve Contractor of the responsibility to ensure that work is in conformance with specifications; provided however, that corrections to conform delivered work to specifications will not be made without additional compensation unless requested by the County within thirty calendar days after launch of the system or

new feature. Contractor shall prepare any plans, report, fieldwork, or data required by County to ensure that work conforms to specifications. 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.

#### ARTICLE 21. REVIEW OF WORK

**Paragraph 21.0.** 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 21.1.** 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.

#### ARTICLE 22. INDEMNIFICATION

**Paragraph 22.0.** Contractor hereby agrees to release, indemnify, defend and hold harmless Fulton County, its Commissioners, officers, employees, sub-Contractors, 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 Contractor, its directors, officers, employees, sub-Contractors, 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 22.1.** Contractor 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 22.2.** Contractor further agrees to protect, defend, indemnify and hold harmless Fulton County, its Commissioners, officers, employees, sub-Contractors, 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 Contractor.

**Paragraph 22.3.** 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 23. CONFIDENTIALITY AND HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) COMPLIANCE**

**Paragraph 23.0.** The Contractor agrees to abide by all state and federal laws, rules and regulations and County policy respecting confidentiality of an individual's records. Contractor further agrees not to divulge any information concerning any individual to any unauthorized person without the written consent of the individual, employee, client or responsible parent or guardian.

**Paragraph 23.1.** Contractor shall have written procedures to ensure that staff will maintain the confidentiality of client records related to the services provided under this contract.

**Paragraph 23.2.** Both parties shall comply with the requirements of all applicable federal, state and local laws and the rules and regulations promulgated thereunder including, but not limited to, the Health Insurance Portability and Accountability Act of 1996 and the rules and regulations promulgated thereunder, as the same may be amended and supplemented from time to time (collectively referred to herein as "HIPAA").

**Paragraph 23.3.** The parties recognize a common goal of securing the integrity of all individually identifiable health information and according that information the highest possible degree of confidentiality and protection from disclosure. The parties will use their best efforts in that regard. All individually identifiable health information (including information related to patients/clients whose identities may be ascertained by the exercise of reasonable effort through investigation or through the use of other public or private databases) shall be treated as confidential by the parties in accordance with all federal, state, and local laws, rules and regulations governing the confidentiality and privacy of individually identifiable health information, including, but without limitation, to the extent that each

party is subject to it, HIPAA. The parties agree to take such additional steps and/or to negotiate such amendments to this Agreement as may be required to ensure that the parties are and remain in compliance with HIPAA and official guidance.

**Paragraph 23.4.** Contractor, if a covered entity, must be in full compliance with HIPAA. This includes but is not limited to all privacy, transactions and code sets and security requirements in effect now or that may be in effect at any time in the future. Any and all associated costs for Contractor to comply with the HIPAA laws shall be borne by Contractor. All HIPAA compliance dates must be satisfied and Contractor must provide written assurance demonstrating the ability to meet all compliance deadlines upon request by County's Privacy Officer. This includes maintaining a Contingency Plan to assure the continuation of operations consistent with HIPAA. This plan shall have been tested and copies made available to the County upon request. Contractor is required to fully cooperate with any and all audits, reviews and investigations conducted by County, Centers for Medicare & Medicaid Services ("CMS"), Office of Civil Rights or any other governmental agencies, in connection with HIPAA compliance matters.

**Paragraph 23.5.** Contractor, if a covered entity, may receive, use and disclose protected health information as permitted or as required by law. This includes disclosure of protected health information to the Department for HIV Elimination (as a covered entity) in connection with treatment, payment or operations, including Ryan White operations and as required by this Agreement.

**Paragraph 23.6.** In the course of undertaking the Scope of Work in this Agreement, Contractor may work with agencies and entities that are subrecipients of funding via Fulton County HIV grants and have access to individually identifiable health information. The Contractor shall be responsible for entering into any necessary Business Associate Agreements and/or confidentiality agreements with said agencies and entities.

#### ARTICLE 24. CONFIDENTIALITY OF WORK

**Paragraph 24.0.** Each party may disclose to the other party information that is confidential or proprietary "Confidential Information". Confidential Information includes information and materials related to the business, affairs and/or procedures of the disclosing party, or to the designs, programs, flowcharts and documentation of the disclosing party's information technology, whether or not owned by that party.

The party receiving Confidential Information will not, and will cause each of its employees, agents, subcontractors and Affiliates not to, either during or after the term of this Agreement: (a) disclose any Confidential Information to any third party or to any employee, agent, subcontractor or Affiliate of Customer other than on a "need to know" basis; or (b) use Confidential Information for any purpose other than in the performance of this Agreement. The receiving party will hold in confidence the Confidential Information and will use Confidential Information solely to perform its obligations under

this Agreement. The receiving party will take all reasonable precautions necessary to safeguard the disclosing party's property, including Confidential Information. Upon the disclosing party's request, the receiving party will return all Confidential Information. In the event that the receiving party or any of its employees, agents, subcontractors or Affiliates is required by applicable law, regulation or legal process to disclose any Confidential Information, the receiving party will (a) disclose such Confidential Information only to the extent its legal counsel determines such disclosure is required; (b) notify the disclosing party immediately so that the disclosing party may seek a protective order or other appropriate remedy; and (c) exercise all reasonable efforts to obtain assurance that confidential treatment will be accorded to such Confidential Information. Notwithstanding this clause, Contractor recognizes the County's obligation to comply with Georgia's Open Records requirements.

**Paragraph 24.1.** The Contractor shall maintain the confidentiality of all reports, information, or data, furnished to, or prepared by, the Contractor under this Agreement, unless such information is: a) previously known to the Contractor; b) generally available to the public; c) subsequently disclosed to the Contractor by a third-party who is not under an obligation of confidentiality with the County; or, d) independently developed by the Contractor.

Before publishing or presenting any of these reports, information, or data, the Contractor shall obtain the prior written consent of the Director, Department for HIV Elimination. The Contractor shall inform its officers, directors, employees, and agents of the requirements of this section and shall enforce compliance with these requirements by its officers, directors, employees, and agents.

**Paragraph 24.2.** It is further agreed that if any information concerning the Project, its conduct results, or data gathered or processed should be released by Contractor without prior approval from County, the release of the same shall constitute grounds for termination of this Agreement without indemnity to Contractor, but should any such information be released by County or by Contractor with such prior written approval, the same shall be regarded as Public information and no longer subject to the restrictions of this Agreement.

**Paragraph 24.3.** This Article survives the expiration or earlier termination of this agreement.

## ARTICLE 25. OPEN RECORDS ACT

**Paragraph 25.0.** The Georgia Open Records Act, O.C.G.A. Section 50-18-70 et seq., applies to this Agreement. The Contractor acknowledges that any documents or computerized data provided to the County by the Contractor may be subject to release to the public. The Contractor also acknowledges that documents and computerized data created or held by the Contractor in relation to the Agreement may be subject to release to the public, to include documents turned over to the County. The Contractor

shall cooperate with and provide assistance to the County in rapidly responding to Open Records Act requests. The Contractor shall notify the County of any Open Records Act requests no later than 24 hours following receipt of any such requests by the Contractor. The Contractor shall promptly comply with the instructions or requests of the County in relation to responding to Open Records Act requests.

#### ARTICLE 26. PUBLICITY

**Paragraph 26.0.** Contractor 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 Contractor, shall not identify the County as a sponsoring agency without prior approval. In addition, the Contractor shall not display the County name or logo in any manner, including, but not limited to, display on Contractor's letterhead or physical plant without the prior written authorization of the County.

#### ARTICLE 27. INTANGIBLE PROPERTY

**Paragraph 27.0.** 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, other than materials which are Confidential Information of Contractor described in paragraph 24.0 and materials described in paragraph 29.0, 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 28. TANGIBLE PROPERTY

**Paragraph 28.0.** Contractor agrees to maintain detailed property records on all equipment (non-expendable 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 (including those listed herein and in the "***Program Manual of Policies and Procedures***" and **FPPN-003: Property Standards** available at [www.ryanwhiteatl.org](http://www.ryanwhiteatl.org)) 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 Contractor 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 Contractor shall promptly notify the County.

**Paragraph 28.1.** Adequate maintenance procedures shall be implemented to keep the property in good condition.

**Paragraph 28.2.** Upon termination of any service program included in this Agreement, or in the event this Agreement terminates prior to expiration or is not renewed, Contractor agrees to properly return of all County property according to County protocols.

**Paragraph 28.3.** The Contractor agrees that this equipment cannot be transferred or otherwise disposed of without written County approval.

#### **ARTICLE 29. OWNERSHIP OF INTELLECTUAL PROPERTY AND INFORMATION**

**Paragraph 29.0.** Contractor agrees that County is the sole owner of all information, data, and materials, other than materials which are Confidential Information of Contractor described in paragraph 24.0 and materials described in paragraph 29.0, that are developed or prepared subject to this Agreement. Contractor or any subcontractor 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 Department for HIV Elimination.

**Paragraph 29.1.** Except as provided in the preceding paragraphs, any concepts, plans or work product produced for County under this Agreement (collectively , the "Works"), are done under County's direction and have been specifically commissioned by County. The Works under this Agreement are

considered to be Works Made for Hire on behalf of County as this term is defined under the copyright laws of the United States. County is the sole owner of the Works, and all underlying rights to the Works, worldwide and in perpetuity. Such underlying rights include, but are not limited to, Reproduction, Creation of Derivative Works, and Distribution, as those rights are defined in Title 17, Section 106 of the United States Code.

#### **ARTICLE 30. COVENANT AGAINST CONTINGENT FEES**

**Paragraph 30.0.** Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees maintained by Contractor for the purpose of securing business and that Contractor has not received any non-County fee related to this Agreement without the prior written consent of County. For breach or violation of this warranty, County shall have the right to annul this Agreement without liability or at its discretion to deduct from the Contract Price or consideration the full amount of such commission, percentage, brokerage or contingent fee.

#### **ARTICLE 31. INSURANCE**

**Paragraph 31.0.** It is Fulton County Government's practice to obtain Certificates of Insurance from Contractors. Insurance must be written by a licensed agent in a company licensed to write insurance in the State of Georgia, with an A.M. Best rating of at least A- VI, subject to final approval by Fulton County.

Contractor must maintain at their expense, insurance with policy limits equal to or greater than the limits described below. Proof of insurance must be provided to Fulton County Government prior to the start of any activities/services as described in the bid document(s). Any and all Insurance Coverage(s) and Bonds required under the terms and conditions of the contract shall be maintained during the entire length of the contract, including any extensions or renewals thereto, and until all work has been completed to the satisfaction of Fulton County Government.

**1. WORKERS COMPENSATION/EMPLOYER'S LIABILITY INSURANCE – STATUTORY (In compliance with the Georgia Workers Compensation Acts and any other State or Federal Acts or Provisions in which jurisdiction may be granted)**

Employer's Liability Insurance	BY ACCIDENT	EACH ACCIDENT	\$100,000
Employer's Liability Insurance	BY DISEASE	POLICY LIMIT	\$500,000
Employer's Liability Insurance	BY DISEASE	EACH EMPLOYEE	\$100,000

**2. COMMERCIAL GENERAL LIABILITY INSURANCE (Including contractual Liability Insurance)**

Bodily Injury and Property Damage Liability	Each Occurrence	\$1,000,000
(Other than Products/Completed Operations)	General Aggregate	\$2,000,000
Products\Completed Operation	Aggregate Limit	\$2,000,000
Personal and Advertising Injury	Limits	\$1,000,000
Fire Damage	Limits	\$ 100,000

\*\*To include Designated per Project/Location Endorsement #CG2503/CG2504\*\*

### 3. BUSINESS AUTOMOBILE LIABILITY INSURANCE

Combined Single Limits	Each Occurrence	\$500,000
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(Including operation of non-owned, owned, and hired automobiles).

### 3. UMBRELLA LIABILITY

4.	(In excess of above noted coverages)	Each Occurrence	\$1,000,000
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### 5. ELECTRONIC DATA PROCESSING LIABILITY and CYBERSPACE/ONLINE LIABILITY

(Required if computer contractor)	Limits	\$1,000,000
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\*\*Completed Operations – Statute of Repose for state of GA\*\*

### 6. ELECTRONIC ERRORS & OMISSION LIABILITY

(To be provided when the Contract includes specified Professional Services, and will include Errors and Omissions coverage)	Each Occurrence	\$1,000,000
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\*\*Completed Operations – Statute of Repose for state of GA\*\*

#### ▪ FIDELITY BOND, and CRIME to include COMPUTER FRAUD

(Employee Dishonesty) (Theft)	Each Occurrence	\$100,000
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\*\*Above to include 3<sup>rd</sup> Party Coverage\*\*

**Paragraph 31.1.** Certificates of Insurance shall state that the policy or policies shall not expire, be cancelled or altered without at least sixty (60) days prior written notice to Fulton County Government. Policies and Certificates of Insurance are to list Fulton County Government as an Additional Insured (except for Workers' Compensation) and shall conform to all terms and conditions (including coverage of the indemnification and hold harmless agreement) contained in the Insurance and Risk Management Provisions. The General Liability Additional Insured language should apply to on-going and completed operations, using ISO form CG 2010 (11/85 version) or equivalent.

The Contractor agrees to name the Owner and all other parties required of the Contractor/Vendor shall be included as insureds on the CGL, using ISO Additional Insured Endorsement forms CG 2010 11/85 or its equivalent coverage to the additional insureds. This insurance for the additional insureds shall be as broad as the coverage provided for the named insured Subcontractor. It shall apply as Primary Insurance before any other insurance or self-insurance, including any deductible, non-contributory, and Waiver of Subrogation provided to the Additional Insureds.

Additional Insured under the General Liability, Auto Liability, Umbrella Policies (with exception of Workers Compensation and Professional Liability), with no Cross Suits exclusion.

If Fulton County Government shall so request, the Respondent, Contractor or Vendor will furnish the County for its inspection and approval such policies of insurance with all endorsements, or confirmed specimens thereof certified by the insurance company to be true and correct copies.

Such certificates and notices must identify the "Certificate Holder" as follows:

Fulton County Government – Department of Purchasing & Contract Compliance  
130 Peachtree Street, S.W.  
Suite 1168  
Atlanta, Georgia 30303-3459

**Paragraph 31.2.** Insurance does not limit the liability of the Contractor.

**Paragraph 31.3.** The cancellation of any policy of insurance required by this Agreement shall meet the requirements of notice under the laws of the State of Georgia as presently set forth in the Georgia Code.

## ARTICLE 32. PROHIBITED INTEREST

**Paragraph 32.0. Conflict of interest:**

Contractor agrees that it presently has no interest and shall acquire no interest direct or indirect that would conflict in any manner or degree with the performance of its service hereunder. Contractor further agrees that, in the performance of the Agreement, no person having any such interest shall be employed.

**Paragraph 32.1. Interest of Public Officials:**

No member, officer or employee of County during his tenure shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

## ARTICLE 33. SUBCONTRACTING

**Paragraph 33.0.** Contractor shall not subcontract any part of the work covered by this Agreement or permit subcontracted work to be further subcontracted without prior written approval of Director, Department for HIV Elimination or his/her designee.

## ARTICLE 34. ASSIGNABILITY

**Paragraph 34.0.** Contractor shall not assign or subcontract this Agreement or any portion thereof without the prior expressed written consent of County. Any attempted assignment or subcontracting by Contractor without the prior expressed written consent of County shall at County's sole option terminate this Agreement without any notice to Contractor of such termination. Contractor binds itself, its successors, assigns, and legal representatives of such other party in respect to all covenants, agreements and obligations contained herein.

## ARTICLE 35. AUDITS AND INSPECTORS

**Paragraph 35.0.** At any time during normal business hours and as often as County may deem necessary, Contractor shall make available to County and/or representatives of the County for examination all of its records with respect to all matters covered by this Agreement.

**Paragraph 35.1** Contractor shall also permit County and/or representative of the County to audit, examine and make copies, excerpts or transcripts from such records of conditions of employment and other data relating to all matters covered by this Agreement. Contractor's records of personnel, conditions of employment, and financial statements (hereinafter "Information") constitute trade secrets and are considered confidential and proprietary by Contractor.

**Paragraph 35.2.** Contractor shall maintain all books, documents, papers, and other evidence pertaining to the Project and used in support of its proposal and shall make such material available at all reasonable times during the period of the Agreement and for six years from the date of final payment under the Agreement, for inspection by County or any reviewing agencies and copies thereof shall be furnished upon request and at no additional cost to County.

Contractor agrees to extend said period if so requested by the United States Department of Health and Human Services or the County.

**Paragraph 35.3.** Contractor agrees that the provisions of this Article shall be included in any Agreements it may make with any subcontractor, assignee or transferee.

## ARTICLE 36. RECORDS

**Paragraph 36.0.** In the event that the Contractor is determined to be a Federal sub-recipient, the state and federal governments and the County shall have access to pertinent books, documents, papers and records of the Contractor and any subcontractor 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-contractors' record retention requirements are three years from the submission of the final Cumulative Contract 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.

**Paragraph 36.1** In the event that the Contractor is determined to be a Federal sub-recipient, Contractor must maintain both fiscal and programmatic records adequate to submit reports as required by the County and by the United States Department of Health and Human Services. These records include those necessary to assure proper accounting of all Ryan White Funds (including Ending the HIV Epidemic Funds), those required to document the services provided through these funds, and any others deemed necessary by the County or by the United States Department of Health and Human Services.

## ARTICLE 37. ACCOUNTING SYSTEM

**Paragraph 37.0.** In the event that the Contractor is determined to be a Federal sub-recipient, Contractor shall have an accounting system, which is established, and maintained in accordance with generally accepted accounting principles. The Contractor's systems must be established to enable tracing of funds to a level adequate for determining if funds were used according to the terms and conditions of the grant contract or other County recommendations.

## ARTICLE 38. VERBAL AGREEMENT

**Paragraph 38.0.** No verbal agreement or conversation with any officer, agent or employee of County either before, during or after the execution of this Agreement, shall affect or modify any of the terms of obligations herein contained, nor shall such verbal agreement or conversation entitle Contractor to any additional payment whatsoever under the terms of this Agreement. All changes to this shall be in writing and the form of a change order in supplemental agreement.

## ARTICLE 39. NOTICES

**Paragraph 39.0.** All notices shall be in writing and delivered in person or transmitted by certified mail, postage prepaid or electronically transmitted.

**Notices to County** shall be addressed as follows:

**Notices to County** shall be addressed as follows:

Jeff Cheek, Director  
Department for HIV Elimination  
137 Peachtree Street  
Atlanta, Georgia 30303  
[Jeff.cheek@fultoncountyga.gov](mailto:Jeff.cheek@fultoncountyga.gov)

With a copy to:

Felicia Strong-Whitaker, Director  
Department of Purchasing & Contract  
Compliance  
130 Peachtree Street, SW, Suite 1168  
Atlanta, Georgia 30303  
[Felicia.strong-  
whitaker@fultoncountyga.gov](mailto:Felicia.strong-whitaker@fultoncountyga.gov)

**Notices to Subrecipient** shall be addressed as follows:

Name: Ben Eason  
Title: President  
Agency: The Networked Planet LLC  
Address: 6500 Sunset Way 416A  
City: St Pete Beach State: FL  
Zip Code: 33706  
email: [ben@thenetworkedplanet.com](mailto:ben@thenetworkedplanet.com)

#### ARTICLE 40. JURISDICTION

**Paragraph 40.0.** This Agreement will be executed and implemented in Fulton County. Further, this Agreement shall be administered and interpreted under the laws of the State of Georgia. Jurisdiction of litigation arising from this Agreement shall be in the Fulton County Superior Courts. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall be in full force and effect.

**Paragraph 40.1.** Whenever reference is made in the Agreement to standards or codes in accordance with which work is to be performed, the edition or revision of the standards or codes current on the effective date of this Agreement shall apply, unless otherwise expressly stated.

#### ARTICLE 41. EQUAL EMPLOYMENT OPPORTUNITY

**Paragraph 41.0.** During the performance of this Agreement, Contractor agrees as follows:

**Paragraph 41.0.a.** Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, gender, sexual orientation, or national origin;

**Paragraph 41.0.b.** Contractor will, in all solicitations or advertisements for employees placed by, or on behalf of, Contractor state that all qualified applicants, will receive consideration for employment without regard to race, creed, color, gender, sexual orientation, or national origin;

**Paragraph 41.0.c.** Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by the Agreement so that such provision will be binding upon each sub-Contractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

#### ARTICLE 42. FORCE MAJEURE

**Paragraph 42.0.** Neither County nor Contractor 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 Contractor from performing its obligations hereunder in the event of riots, rebellions or legal strikes

#### ARTICLE 43. TAXES

**Paragraph 43.0.** The Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor for payment of any tax from which it is exempt.

#### ARTICLE 44. PERMITS, LICENSES AND BONDS

**Paragraph 44.0.** All permits and licenses necessary for the work shall be secured and paid for by the Contractor. If any permit, license or certificate expires or is revoked, terminated, or suspended as a result

of any action on the part of the Contractor, the Contractor shall not be entitled to additional compensation or time.

#### ARTICLE 45. NON-APPROPRIATION

**Paragraph 45.0.** This Agreement states the total obligation of the County to the Contractor for the calendar year of execution. Notwithstanding anything contained in this Agreement, the obligation of the County to make payments provided under this Agreement shall be subject to annual appropriations of funds thereof by the governing body of the County and such obligation shall not constitute a pledge of the full faith and credit of the County within the meaning of any constitutional debt limitation. The Director of Finance shall deliver written notice to the Contractor in the event the County does not intend to budget funds for the succeeding Contract year.

**Paragraph 45.1.** Notwithstanding anything contained in this Agreement, if sufficient funds have not been appropriated to support continuation of this Agreement for an additional calendar year or an additional term of the Agreement, this Agreement shall terminate absolutely and without further obligation on the part of the County at the close of the calendar year of its execution and at the close of each succeeding calendar year of which it may be renewed, unless a shorter termination period is provided or the County suspends performance pending the appropriation of funds.

#### ARTICLE 46. WAGE CLAUSE

**Paragraph 46.0.** Contractor shall agree that in the performance of this Agreement the Contractor will comply with all lawful agreements, if any, which the Contractor 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 47. WHISTLEBLOWER PROTECTION

**Paragraph 47.0.** Contractor is aware that the latest whistleblower protection statutes went into effect July 1, 2013. The statute, 41 U.S.C. 4172, applies to all employees working for contractors, grantees, subcontractors, 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 pilot program entitled "Pilot Program for Enhancement of Contractor Employee Whistleblower Protections." This program requires all grantees, subgrantees, and subcontractors 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. Contractors and grantees will include such requirements in any contract made with a subcontractor or subgrantee.

**Paragraph 47.1.** The statute (41 U.S.C. 4712) states that an “employee of a contractor, subcontractor, 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 47.2.** 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 47.3.** 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 contractor, subcontractor, grantee, or subgrantee who has responsibility to investigate, discover, or address misconduct.

## ARTICLE 48. ANTI-KICKBACK

**Paragraph 48.0.** Contractor shall participate in structured and on-going efforts to avoid fraud, waste and abuse (mismanagement) in any federally funded program.

**Paragraph 48.1.** Contractor 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

#### **ARTICLE 49. TITLE VI COMPLIANCE**

**Paragraph 49.0.** 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 49.1.** During the performance of this contract, Contractor, for itself, its assignees, and successors in interest agree as follows:

**Paragraph 49.1.a. Compliance with Regulations.** Contractor 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 49.1.b. Nondiscrimination** Contractor, 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

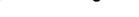
selection and retention of subcontractors, including procurement of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

**A. Solicitations for Subcontracts, Including Procurement of Materials and Equipment**

- B. In all solicitations either by competitive bidding or negotiations made by the Contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the ground of race, color, sex, or national origin.
- C. Information and Reports
- D. The Contractor 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 contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to Fulton County as appropriate, and shall set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance
- F. In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, Fulton County or The Georgia Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
  - Withholding of payments to the Contractor under the contract until the Contractor complies; and/or
  - Cancellation, termination, or suspension of the contract, in whole or in part.
- G. Incorporation of Provisions
- H. The Contractor shall include the provisions of this paragraph paragraphs (1) through (5) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontractor or procurement as Fulton Count or The Georgia Department of Transportation may direct as a means of enforcing such provisions including sanctions for noncompliance.
- I. Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the

Contractor may request Fulton County enter into such litigation to protect the interests of the state and, in addition, the Contractor may request the United States.

**IN WITNESS HEREOF**, the parties hereto have set their hands and affixed their seals.  
**FULTON COUNTY, GEORGIA**

DocuSigned by:  
  
Robert L. Pitts  
RA715B1A26544F7

06/28/2023

Date

Attest:  DocuSigned by:  
  
Tonya Grier  
EEG4760493748D

ITEM#: 2023-0186 DATE: 3/15/2023

Tonya Grier  
Fulton County Clerk to the Commission

APPROVED AS TO FORM:

DocuSigned by:  
  
David Lowman  
0EC92EDADEFB4B8...  
Office of the County Attorney

**APPROVED AS TO CONTENT:**

340753F150D0432...  
Jeff Cheek, Director  
Department for HIV Elimination

CONTRACTOR: The Networked Planet LLC

Agency Name  
Ben Eason  
By:  
Name DocuSigned by:  
  
0E91937EAD8E4BC...  
Signature  
President  
Title

**EXHIBIT A**  
**SCOPE OF WORK, CONTRACT DELIVERABLES AND PAYMENT SCHEDULE**  
**(SEE END OF DOCUMENT)**

**EXHIBIT B**  
**APPROVED BUDGET**

GRANT YEAR 2023: \$15,420 (Plus \$4,580 contingency)

GRANT YEAR 2024: \$4,800 (Plus \$3,200 contingency)

## EXHIBIT C

### FUNDING EXCLUSIONS

1. Contractor agrees that Ryan White Program funds and Ending the HIV Epidemic funds may not be used to purchase or improve land or to purchase, construct or make permanent improvements to any building, except for minor remodeling as specifically approved in Contractor budget.
2. Contractor agrees that funds may not be used to make payments to recipients of services.
3. Contractor agrees that funds will not be used to make payments for any item or service to the extent that payment has been made, or can reasonably be expected to be made, by another third party benefits program or by an entity that provides services on a prepaid basis.
4. Contractor agrees that no funds will be used to develop materials designed to promote or encourage intravenous drug use or sexual activity, whether homosexual or heterosexual.
5. Contractor agrees that no funds will be used for influencing or attempting to influence members of Congress and other Federal personnel.
6. Contractor agrees that no funds awarded under this contract will be used for foreign travel.
7. Contractor agrees than no funds awarded under this contract shall be used to support the portion of any space, expenses, or staff position **not** devoted to Ryan White activities.
8. Contractor agrees than no Part A funds awarded under this contract shall be used for purchase of equipment costing \$25,000 without prior written approval by the County based upon prior approval by HRSA.
9. Voucher and store gift card programs shall be administered in a manner which assures that vouchers and store gift cards cannot be exchanged for cash or used for anything other than the allowable goods or services (funds may not be used for the purchase of alcohol, tobacco products, or firearms). General-use prepaid cards that are cobranded with the logo of a payment network and the logo of a merchant or affiliated group of merchants are generaluse prepaid cards, not store gift cards, and are not allowable.

## EXHIBIT D

### NON-DISCRIMINATION POLICY OF FULTON COUNTY, GEORGIA

Employment opportunities and conditions of employment shall be free from discrimination due to race, color, creed, national origin, sex, sexual orientation, religion, or disability.

Contractors must agree to comply with Federal and State laws, rules and regulations of the County's policy relative to nondiscrimination in client and client service practices because of political affiliation, religion, race, color, sex, handicap, age, sexual orientation, or national origin.

Contractors must further agree to provide services without regard to ability to pay or the current or past health condition of an individual, and in settings accessible to low-income persons.

### CERTIFICATION

The undersigned (authorized official signing for the applicant organization) certifies to the best of his or her knowledge and belief, that the Contractor, defined as the primary participant does comply in accordance with the above stated policy of nondiscrimination of Fulton County. The Contractor further certifies that by submitting this proposal that it will include, without modification, the above stated policy in all documents relating to the programs and services provided through the funding proposed with this application.

**SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL:**

DocuSigned by:



0E01037EAD9E140C...

**TITLE OF AUTHORIZED CERTIFYING OFFICIAL:**

President

**ORGANIZATION:**

The Networked Planet LLC

**DATE:**

06/21/2023

**EXHIBIT E**

**Certification Regarding Debarment and Suspension, Drug-Free Workplace Requirements,  
Lobbying, Program Fraud Civil Remedies Act, and Environmental Tobacco Smoke**

## CERTIFICATIONS

### **1. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION**

The undersigned (authorized official signing for the applicant organization) certifies to the best of his or her knowledge and belief, that the applicant, defined as the primary participant in accordance with 45 CFR Part 76, and its principals:

- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;
- (b) have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- (d) have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

Should the applicant not be able to provide this certification, an explanation as to why should be placed after the assurances page in the application package.

The applicant agrees by submitting this proposal that it will include, without modification, the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion--Lower Tier Covered Transactions" in all lower tier covered transactions (i.e., transactions with sub-grantees and/or contractors) and in all solicitations for lower tier covered transactions in accordance with 45 CFR Part 76.

### **2. CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

The undersigned (authorized official signing for the applicant organization) certifies that the applicant will, or will continue to, provide a drug-free workplace in accordance with 45 CFR Part 76 by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing an ongoing drug-free awareness program to inform employees about--
  - (1) The dangers of drug abuse in the workplace;
  - (2) The grantee's policy of maintaining a drug-free workplace;
  - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
- (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a) above;
- (d) Notifying the employee in the statement required by paragraph (a), above, that, as a condition of employment under the grant, the employee will--
  - (1) Abide by the terms of the statement; and
  - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying the agency in writing within ten calendar days after receiving notice under paragraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central

point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under paragraph (d) (2), with respect to any employee who is so convicted--

- (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
- (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

For purposes of paragraph (e) regarding agency certification of criminal drug convictions, the DHHS has designated the following central point for receipt of such notices:

Office of Grants and Acquisition Management  
Office of Grants Management  
Office of the Assistant Secretary for Management and Budget  
Department of Health and Human Services  
20 Independence Avenue, S.W., Room 517-D  
Washington, D.C. 20201

#### **CERTIFICATION REGARDING LOBBYING**

Title 31, United States Code, Section 1352, entitled "Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions," generally prohibits recipients of Federal grants and cooperative agreements from using Federal (appropriated) funds for lobbying the Executive or Legislative Branches of the Federal Government in connection with a SPECIFIC grant or cooperative agreement. Section 1352 also requires that each person who requests or receives a Federal grant or cooperative agreement must disclose lobbying undertaken with non-Federal (non-appropriated) funds. These requirements apply to grants and cooperative agreements EXCEEDING \$100,000 in total costs (45 CFR Part 93).

The undersigned (authorized official signing for the applicant organization) certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the under-

signed, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. (If needed, Standard Form-LLL, "Disclosure of Lobbying Activities," its instructions, and continuation sheet are included at the end of this application form.)

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

#### **4. CERTIFICATION REGARDING PROGRAM FRAUD CIVIL REMEDIES ACT (PFCRA)**

The undersigned (authorized official signing for the applicant organization) certifies that the statements herein are true, complete, and accurate to the best of his or her knowledge, and that he or she is aware that any false, fictitious, or fraudulent statements or claims may subject him or her to criminal, civil, or administrative penalties. The undersigned agrees that the applicant organization will comply with the Public Health Service terms and conditions of award if a grant is awarded as a result of this application.

## 5. CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such Federal funds. The law does not apply to children's services provided in private residence, portions of facilities used for inpatient drug or alcohol treatment, service providers whose sole source of applicable Federal funds is Medicare or Medicaid, or facilities where WIC coupons are redeemed.

Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

By signing the certification, the undersigned certifies that the applicant organization will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

The applicant organization agrees that it will require that the language of this certification be included in any subawards which contain provisions for children's services and that all subrecipients shall certify accordingly.

The Public Health Services strongly encourages all grant recipients to provide a smoke-free workplace and promote the non-use of tobacco products. This is consistent with the PHS mission to protect and advance the physical and mental health of the American people.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL		TITLE	
<p>DocuSigned by:</p>  <p>Ben Eason 0E91937EAD8E4BC...</p>		<p>President</p>	
APPLICANT ORGANIZATION		DATE SUBMITTED	
<p>The Networked Planet LLC</p>		<p>06/21/2023</p>	

## EXHIBIT F

### COMPLIANCE WITH LEGISLATIVE MANDATES

As the duly authorized representative of Contractor/Sub-recipient, I certify that the Contractor/Sub-recipient:

(1) Salary Limitation:

Shall not use federal grant funds to pay the salary of an individual at a rate in excess of Executive Level II.

(2) Gun Control

Shall not use federal grant funds to advocate or promote gun control.

(3) Anti-Lobbying

A. Shall not use federal grant funds, other than for normal and recognized executive legislative relationships, for the following:

- i. For publicity or propaganda purposes;
- ii. For the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the Congress or any State or local legislature or legislative body, except in presentation to the Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government, except in presentation to the executive branch of any State or local government itself;

B. Shall not use federal grant funds to pay the salary or expenses of any employee or agent of Fulton County's Ryan White Program and its sub-recipients for activities designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.

C. The prohibitions in subsections A and B include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.

**(4) Acknowledgment of Federal Funding (Section 505)**

When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with federal money, shall clearly state:

- A. the percentage of the total costs of the program or project which will be financed with Federal money;
- B. the dollar amount of Federal funds for the project or program; and
- C. percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.

**(5) (6) Restriction on Abortions ~~and~~ Exceptions to Restriction on Abortions**

Shall not use federal grant funds for any abortion or for health benefits coverage that includes coverage of abortion. These restrictions shall not apply to abortions (or coverage of abortions) that fall within the Hyde amendment exceptions.<sup>1</sup>

**(7) Ban on Funding Human Embryo Research**

Shall not use federal grant funds for (i) the creation of human embryos for research purposes; or (ii) research in which a human embryo or embryos are destroyed, discarded, or knowingly subjected to risk of injury or death greater than that allowed for research on fetuses in utero under 45 CFR 46.204(b) and section 498(b) of the Public Health Service Act (42 U.S.C. 289g(b)).

**(8) Limitation on Use of Funds for Promotion of Legalization of Controlled Substances** Shall not use federal grant funds to promote the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under section 202 of the Controlled Substances Act.

**(9) Restriction on Distribution of Sterile Needles**

Shall not use federal grant funds to distribute sterile needles or syringes for the hypodermic injection of any illegal drug except as may be allowed under the Consolidated Appropriations Act, 2016 (Pub. L. 114-113), signed by President Barak Obama in December 2015 unless otherwise approved by HHS and Fulton County.

**(10) Restriction of Pornography on Computer Networks**

Fulton County's Ryan White Program and its sub-recipients shall not use federal grant funds to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography.

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<sup>1</sup> The Hyde Amendment exceptions include (1) if the pregnancy is the result of an act of rape or incest; or (2) in the case where a woman suffers from a physical disorder, physical injury, or physical illness, including a life endangering physical condition caused by or arising from the pregnancy itself, that would, as certified by a physician, place the woman in danger of death unless an abortion is performed.

## (11) Restriction on Funding ACORN

Shall not provide any federal grant funds to the Association of Community Organizations for Reform Now ("ACORN"), or any of its affiliates, subsidiaries, allied organizations, or successors. (12) Confidentiality Agreements [Health Center] shall not require its employees or contractors seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

## (12) Confidentiality Agreements

Shall not require its employees or contractors seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

Signature of Authorized Certifying Official  DocuSigned by:  Ben Eason 0E91937EAD8E4BC...	Title  President
Organization  The Networked Planet LLC	Date  06/21/2023

**EXHIBIT G:****FEDERAL AWARD REPORTING DATA AND HRSA DISCLAIMER**

As the Prime Awardee, Fulton County is required to provide the following information for any federal reports required by your agency.

<b>1. FAIN</b>	<b>2. CFDA</b>	<b>3. Award Date</b>	<b>4. Title</b>
6 H89HA00007-33-02	93.914	03/01/2021	HIV EMERGENCY RELIEF PROJECT GRANTS
1 UT8HA33933-04-01	93.686	03/01/2020	Ending the HIV Epidemic: A Plan for America — Ryan White HIV/AIDS Program Parts A and B

5. Federal Awarding Agency: U.S. Department of Health and Human Services (HHS) – Health Resources and Services Administration (HRSA)

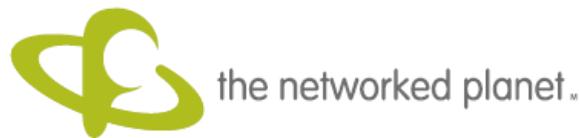
6. Pass-Through Entity:

Fulton County Government  
Board of Commissioners  
141 Pryor Street, SW  
Atlanta, GA 30303

**HRSA DISCLAIMER**

This project is supported by the Health Resources and Services Administration (HRSA) of the U.S. Department of Health and Human Services (HHS) as part of two awards totaling \$36,406,773 with 0 percentage financed with non-governmental sources. The contents are those of the author(s) and do not necessarily represent the official views of, nor an endorsement, by HRSA, HHS or the U.S. Government.

Exhibit A:



## Fulton County Department for HIV Elimination (DHE)

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

June 20, 2023

### **Web Development Scope of Work:**

- Move content on the current website to a new domain and website.
- Provide hosting for the website as a passthrough vendor.
- Provide ongoing website and technical support as needed.

### **Background:**

DHE is looking to build a new website using existing content from [www.ryanwhiteatl.org](http://www.ryanwhiteatl.org). There are several features on the existing website that no longer work, and the existing site does not work well to communicate effectively with the different audiences that the site serves – clients, providers, etc. The site is currently built in Wordpress (and hosted by WP Engine), and there is working knowledge of the back end to post content, but there is no technical support to handle issues as they arise.

### **DHE Goals:**

- Develop a streamlined website with continuously working components. We will assess website components quarterly to ensure functionality and remove superfluous items.
- Ensure the website has a local identity by using the new DHE branding guide and real client testimonials.
- To ease clients and potential clients in obtaining information about DHE services, eligibility, and provider information, etc. by an intuitive restructuring of the navigation panel.
- Increase website traffic to be reviewed via Google Analytics and compared to ryanwhiteatl.org.

### **Implementation Steps:**

1. Purchase a WP Engine hosting environment for the new and existing websites:

This task has been partially completed. The WP Engine account was created on 2/15/2023 for the new endhivatl.org website. Hosting was paid for one year for a total cost of \$240 (received discount for new account).

For the existing ryanwhiteatl.org website, we would recommend purchasing another WP Engine hosting environment on a month-to-month basis at \$20 per month until the website is no longer needed, then closing this account. Approximate cost: \$60.

2. Move the existing ryanwhiteatl.org website to the new WP Engine hosting environment.

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3. Create a staging site for the new endhivatlorg website. This task has been completed. The main staging website is <https://endhivatlorg.wpengine.com> and the testing staging website is <https://endhivatlorstg.wpengine.com/> .
4. Document the existing ryanwhiteatl.org website. This task has been completed. See **“Documentation of Existing ryanwhiteatl.org Website”** section of this document.
5. Meet with DHE team on a weekly basis to document pages to bring over from the current ryanwhiteatl.org website and to discuss new pages and functionality needed in the new endhivatlorg website.
6. Select the new theme and then choose theme pages to use for templates.  
This task has been partially completed. We purchased the Goodwish - Charity & Nonprofit Theme Regular License for \$57 on 2/15/2023 from ThemeForest.net, which includes support for the theme through 8/17/2023.
7. Build the pages with approval along the way.
8. Test the final website and insure functionality.
9. Establish all site analytics (Google Analytics suite), marketing tags, etc. SEO schema (microdata that provides website description on search engines), as needed.
10. Train the DHE team members on administrative tasks such as adding organizations, reports, calendar events and how to interpret Google Analytics reports.
11. Take the site live.
12. Ongoing site maintenance as needed.

**Timeline:**

Meetings may include the following people, as needed:

**The Networked Planet:**

Jennie Eason – Project Manager and Wordpress Site Creator

Additional Wordpress site creator and Page Designer if needed in the meetings.

**DHE:**

Vanessa Caceres: Website contact

Designated DHE Staff and/or representatives (including external vendors)

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**NOTE:** The times listed below do not include new pages to be created for the website, as we have not had a chance to discuss the content and functionality of these pages yet.

Week of June 26<sup>th</sup>:

First meeting to review current ryanwhiteatl.org website with DHE team:

- Identify pages to keep and pages to change.
- Briefly discuss new pages (not on the ryanwhiteatl.org site) and the best way to communicate the content for these pages with The Networked Planet team. Also review the theme templates to find preferences for new pages.
- Notification of completed pages will be sent to DHE Staff, DHE Staff will then update a shared Google sheet with comments and necessary changes, changes will be made and approved or rejected by DHE Staff.
- Create preliminary navigation menu.
- Confirm contacts with company currently hosting [www.ryanwhiteatl.org](http://www.ryanwhiteatl.org) and confirm the plan to move the website to the new WPEngine hosting account.

Time:

- 1 hour for meeting.
- 12 to 16 hours to reproduce existing pages in new site and begin working on pages with changes if the Team is ready.
- 2 hours to move [www.ryanwhiteatl.org](http://www.ryanwhiteatl.org) to new WPEngine account.

Week of July 3rd:

- Discuss Home Page – layout, content, functionality.
- Discuss header section for home page and interior pages.
- Discuss footer section for all pages.
- Review functionality of Service Providers section of new website. Staging site:  
<https://endhivatlorstg.wpeengine.com/business-directory/> .

Time:

- 1 hour for meeting.
- 24 hours to create Home Page, header and footer.

Week of July 10th:

- Review completed pages on new endhivatlorstg staging site.
- Discuss functionality of Reports section.

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- Identify reports to keep, reports to swap out for more current documents, and reports to come.

Time:

- 1 hour for meeting.
- 1 hour for change requests for completed pages.
- 5 to 10 hours to create the Organizations; this time could be reduced to about 2 hours if DHE can provide an Excel spreadsheet that includes the information for each organization, and a current logo for each organization.
- 8 to 16 hours to create Reports section, depending on how many reports we need to bring over from the current site.

Week of July 17th:

- Review completed pages on new endhivatlorg staging site.
- Discuss functionality of Calendar.
- Discuss Contact Us page.
- Discuss forms needed on the website, including the emails to forward the completed forms to.
- Half of all content should be complete at this time.

Time:

- 1 hour for meeting.
- 1 hour for change requests for completed pages.
- 3 to 6 hours to create forms and the Contact Us page.
- Calendar creation is an unknown until we understand the functionality needed.
- 4 to 6 hours to produce documentation for adding organizations, reports and calendar events.

Week of July 24th:

- Review completed pages on new endhivatlorg staging site.
- Train DHE team members on adding organizations, reports, calendar events, and Google Analytics.
- Set up additional meeting time(s) for training sessions.

Time:

- 1 hour for meeting.
- 1 hour for change requests for completed pages.
- 2 to 4 hours to purchase and set up WPML plugin for translation service.
- 1 hr to purchase and setup up RankMath plugin for SEO.

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- 3 hours to set up Google Analytics (GA4) account and add tags to website.
- 1 hr to link DHE YouTube channel and set up plugin for social media feeds.

Week of July 31th:

- Review completed pages on new endhivatlorg staging site.
- Test translation functionality on the website.
- Test calendar functionality on the website.
- Test forms on the website.

Time:

- 1 hour for meeting.
- 1 hour for change requests for completed pages.

Week of August 7th:

- Review completed pages on new endhivatlorg staging site.
- Discuss the Go Live plan:
  - Seek final approval of the staging site from DHE members.
  - Establish person who will change the Domain Name System (DNS).
- Go Live August 11th:
  - Time: 8:00 AM
  - Change the DNS.
  - After the new website is visible to everyone (DNS changes take from 20 minutes to up to 24 hours), redirect ryanwhiteatl.org to endhivatlorg.
  - Test all links and forms. Check the Calendar, Reports and Service Provider sections.

Time:

- 1 hour for meeting.
- 1 hour for change requests for completed pages.
- 3 hours for Go Live and website testing.

Week of August 14th:

- Review feedback from the DHE organization and the general public. Develop a list of tasks to complete based on this feedback.
- Continuing weekly meetings between TNP and DHE will occur until DHE determines they are no longer needed.

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- New website tasks will be submitted to The Networked Planet via emailing our Helpdesk ([helpdesk@creativeloafing.com](mailto:helpdesk@creativeloafing.com)).

Time:

- 1 hour for meeting.

**Needed from DHE:**

- Designate a person(s) within DHE who can approve the content.

Vanessa Caceres is our point of contact and will bring in other team members as needed to the weekly meetings.

- Logins to existing site, hosting, registration

We currently have the logins needed for most of the tasks. We may need logins (or someone to help us create connections) to social media accounts to add social media feeds to the website.

We will also need access to (or assistance from someone with the access) to the domain name hosting account (for example Godaddy or Network Solutions) so that we can change the DNS records to point to the WP Engine hosting server for endhivatl.org when the site is ready to go live.

We will need the owner of the WP Engine account for the existing ryanwhiteatl.org website to assist us with the move to the new WP Engine hosting environment.

- An Excel file of the organizations to be included in the Service Providers section would be helpful. Also a current logo for each organization.

**Documentation of Existing ryanwhiteatl.org Website:**

The current ryanwhiteatl.org website contains the following pages/elements:

- All pages:
  - Logo, phone, email and navigation at the top
  - Translate button in the left rail
  - Footer with disclaimers and Fulton Cty logo at the bottom
- Home page
  - Slider with 4 pictures and content overlay (one in Spanish)
  - Three boxes, one of which rotates content 3 times. Third box clicks to Other Services page, which contains logos, content and links.
  - Latest news
  - 4 boxes with links to PDF documents or external sites:

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- Clients
- Planning Council
- Providers> Policies and Procedures; Quality Management
- Other Resources
- Banner with button to Join
- Slider with organization logo and links
- 4 images that link to external sites except Human Trafficking, which links to a page with an image, content, and a link to a PDF
- Atlanta EMA HIV Care Continuum content
- Banner with stats about clients and care
- Banner with counties served
- About Us > Who Was Ryan White – content and 2 images
- About Us > Ryan White Program >
  - Our Mission and Vision – content with sidebar containing menu
  - Legislation – content with image and sidebar containing menu
  - Part A Program – content with image and sidebar containing menu
  - Planning Council – content with image and sidebar containing menu
- Am I Eligible – content in an accordion format
- Services > Core Services > Content at the top plus boxes for organizations with contact info for each of the following categories:
  - Medical Care
  - Oral Health
  - Medical Nutrition
  - Medical Case Management
  - Mental Health
  - Substance Abuse (Outpatient)
  - And any newly funded services (TBD)
- Services > Support Services > Content at the top plus boxes for organizations with contact info for each of the following categories:
  - Non-medical Case Management
  - Food Bank / Home Delivered Meals
  - Psychosocial Support
  - Medical Transportation
  - Legal Services
  - Linguistics Services (Translation)
  - Child Care
  - Patient Navigation
  - And any newly funded services (TBD)

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- Reports > Part A Reports to HRSA > links to PDF documents with menu in sidebar for the following:
  - Funding Application
  - Progress Reports
- Reports > Other Part A Reports > links to PDF documents with menu in sidebar for the following (some have accordion menus):
  - Assessment Reports
  - Consumer Needs Assessment
  - Funding History
  - Quality Management
  - Unmet Need
  - Other Reports
- Reports > EtHE Reports to HRSA > Funding Applications - link to PDF documents
- Calendar
  - shows a calendar with a page for each month and ability to scroll through the calendar
  - shows options to search by date, keyword, or location, but this does not appear to be working
  - can view the calendar by list, month, week, day, map and photo
  - can hover over event to read more about it
  - events have clickable link but it gives a 404 Page Not Found error
- Media – contains the following (likely this will be deleted):
  - Two tabs – Press Release (content) and Annual Report (link to PDF)
  - Box with contact info
  - 4 videos
- Contact – Contains map (not working), contact info and 2 logos

**Original Proposal:**

Pricing for new site:

- Creating an account with WP Engine for DHE. Setting up a staging site and installing a theme: 2 hours
- Creating header, footer, and navigation: 4 hours
- Recreating home page with same elements as current website: 20 hours
- Simple pages with content, image and links (like About Us section): 2 hours each
- Pages with accordion content and sliders: 3 hours each
- Services pages using Woocommerce: 30 minutes each
- Reports pages using Woocommerce: 2 hours each

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- Calendar page: The current site is using a plugin called The Events Calendar. We would recommend purchasing the Pro version and working with Support to iron out the issues, or looking for a different plugin that provides the must-have functionality for this website.
- Woocommerce setup: 1 hour to configure plus 5 minutes data entry per organization or report.

Approximate hours to recreate the existing website: 67 hours, not including Calendar, Media page (notes indicate it was not needed) and data entry into Woocommerce of Organizations and Reports.

Additional pages not listed above may take about 2 hours each, depending on the content.

- 67 hours x \$120/hr = \$8,040 for new website creation using existing content
- 7 hours x \$120 = \$840 for data entry of organizations listed on the current website
- 10 hours x \$120 = \$1,200 for additional pages not listed in this document
- \$360 for hosting for one year with WP Engine
- 4 hours per month ongoing technical support x \$100/hr = \$4800 for the first year

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.

Total proposal: \$15,240

#### **Work Completed Feb - March and Revised Proposal:**

Set up WP Engine account for new website. Set up staging sites. Purchased theme. Installed WP Engine.	1.41
Communication with Vanessa and Verna about Home page and Service Provider page.	1.67
Started Home page	2.49
Tested Woocommerce but found Business Directory Plugin was a better fit for Service Providers page. Set up Service Providers page with a handful of organizations.	8.51

#### **Revised Proposal:**

Pricing for new site:

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- Transition existing ryanwhiteatl.org website to new WP Engine hosting environment: 2 hrs
- Creating header, footer, and navigation: 4 hours
- Recreating home page with same elements as current website: 20 hours
- Simple pages with content, image and links (like About Us section): 2 hours each
- Pages with accordion content and sliders: 3 hours each
- Adding Organizations to Service Providers page: 10 min each
- Reports pages using a plugin: 8 hours to find and test a plugin. Then 5 minutes per report.
- Calendar page: The current site is using a plugin called The Events Calendar. We would recommend purchasing the Pro version and working with Support to iron out the issues, or looking for a different plugin that provides the must-have functionality for this website.
- Purchase and set up WPML plugin for translation service.
- Purchase and setup up RankMath plugin for SEO. Plugin automatically creates meta descriptions and SEO Schema. 1 hr
- Set up Google Analytics (GA4) account and add tags to website: 3 hours
- 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
- Ongoing maintenance includes monitoring the website for WP Engine plugin updates, theme updates, and Wordfence (free plugin that we install on every website for security) alerts, plus resolving any issues with the website that may come up. We can also assist with any add/change/deletes to the website that the DHE team does not feel comfortable making. 4 hrs per month

Approximate hours to recreate the existing website: 64 hours, including hours already worked, but not including Calendar, Media page (notes indicate it was not needed), data entry into Business Directory plugin for Organizations, and setting up each report in the Reports plugin.

Additional pages not listed above may take about 2 hours each, depending on the content.

- 64 hours x \$120/hr = \$7,680 for new website creation using existing content
- 10 hours x \$120 = \$1200 for data entry of organizations and uploading reports listed on the current website
- 10 hours x \$120 = \$1,200 for additional pages not listed in this document
- 8 hours x \$120 = \$960 for meetings and training sessions
- \$300 for hosting for one year with WP Engine for old and new websites
- 4 hours per month ongoing technical support x \$100/hr = \$4800 for the first year
- WPML Multilingual CMS Plugin, which includes automatic translation = \$99 per year
- The Events Calendar Pro plugin = \$99 per year
- Goodwish - Charity & Nonprofit Theme Regular License = \$57 from ThemeForest
- Rankmath SEO plugin = \$59 per year

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- Reports plugin (to be determined)
- Hosting for website from March, 2023-June 2023 to previous vendor. - \$150
- **NOTE:** The hours to complete the Calendar are not included because we did not know the functionality required at the time of this document.

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.

Total proposal: \$16,504

#### **Invoicing Process:**

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 Vanessa Caceres.