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Ending the HIV Epidemic

# ENDING THE HIV EPIDEMIC: A PLAN FOR AMERICA — RYAN WHITE HIV/AIDS PROGRAM PARTS A AND B

**Atlanta Eligible Metropolitan Area**

**Amendment #1**

THIS AGREEMENT, entered into this 1st day of March 2023 through the 28th 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 To Our Shores, Inc. (hereinafter referred to as "**Subrecipient**").

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

**WHEREAS**, the County, as the recipient of the Ryan White Part A funds for the 20-County Atlanta Eligible Metropolitan Area ("**EMA**"), as defined in the Public Health Service Act, Sections 2601 – 2610 (USC 300ff-11 – 300ff-20, 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 ***Ending the HIV Epidemic: A Plan for America – Ryan White HIV/AIDS Program Parts A and B*** ("**EtHE**"), and pursuant to 91-RCM-029 (1/16/1991) and item #20-0669 (10/7/2020) and item #21-0800 (10/20/2021) and item #23-0527 (8/16/2023).

**WHEREAS**, the County, and the subrecipient have an existing agreement signed by the subrecipient's Executive Director on 12/01/2021 for EtHE Phase III which provides **$95,523.00 in FY21, $202,374.00 in FY22, $202,374.00 in FY23, and $202,374.00 in FY24** subject to federal funding availability and disbursement.

**WHEREAS**, the County, has recommended additional EHE funding to To Our Shores, Inc. under EtHE Phase III to facilitate the approved program for a total not to exceed **$563,448.00 in FY23, and $563,448.00 in FY24** subject to federal funding availability and disbursement.

**WHEREAS**, the County has requested, received and reviewed proposals from eligible public and private non-profit health and support service providers which deliver or enhance HIV-related

ambulatory care and support services in at least one of the following Counties: Cobb, DeKalb, Fulton, Gwinnett.

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

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the parties hereunto agree as follows:

## ARTICLE 1. **CONTRACT DOCUMENTS**

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

- EXHIBIT A23: Work Plan Goals and Objectives tied to Approved Budget
- EXHIBIT A24: Work Plan Goals and Objectives tied to Approved Budget
- EXHIBIT B23: Approved Budget and Budget Justification
- EXHIBIT B24: Approved Budget and Budget Justification
- EXHIBIT C: Funding Exclusions
- EXHIBIT D: Non-Discrimination Policy of Fulton County, Georgia
- EXHIBIT E: Certifications – PHS-5161-1
- EXHIBIT F: Assurances – Non-Construction Programs (SF 424B)
- EXHIBIT G: Compliance with Legislative Mandates
- EXHIBIT H: Federal Award Reporting Data
- EXHIBIT I: Approved Schedule of Non-Traditional Hours of Operation

**Paragraph 1.1.** The following documents are incorporated herein by reference:

- Department for HIV Elimination, "***Program Manual of Policies and Procedures***" which contains a series of Programmatic Policy and Procedure Notices (PPPN), Fiscal Policy and Procedure Notices (FPPN), and Recipient Policy and Procedure Notices (RPPN) which are available at: www.ryanwhiteatl.org
- 45 CFR Part 75 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards.
- 2 CFR 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- Request for Proposal Number: 21RFPRW0708B-EC Ending the HIV Epidemic Phase III
- HIV/AIDS Bureau, Division of Metropolitan HIV/AIDS Programs National Monitoring Standards for Ryan White Part A Grantees: Program – Part A[1]
- HIV/AIDS Bureau, Division of Metropolitan HIV/AIDS Programs National Monitoring

[1] https://targethiv.org/searches?search=National+Monitoring+Standards

Standards for Ryan White Part A Grantees: Fiscal – Part A[1]

- HIV/AIDS Bureau, Division of Metropolitan HIV/AIDS Programs & Division of State HIV/AIDS Programs National Monitoring Standards for Ryan White Part A and Part B Grantees: Universal – Part A and B (Covers Both Fiscal and Program Requirements)[1]

**Paragraph 1.2.** 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 Subrecipient's duly authorized representatives.

**Paragraph 1.3.** 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) the RFP, 3) any Addenda, 4) change orders/budget revisions, 5) the exhibits, and 6) portions of Subrecipient'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. **SUBRECIPIENT SERVICES**

**Paragraph 3.0.** The County retains Subrecipient and Subrecipient accepts retention by the County to render services as made part of this Contract by reference and attached hereto as EXHIBIT A23: *Work Plan Goals and Objectives tied to Approved Budget* 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.** Subrecipient represents and the County acknowledges that it will assign and designate To Our Shores, Inc. to render the services defined and required herein.

**Paragraph 3.2.** Subrecipient represents that **Miyesha Cheeks, Executive Director** is authorized to bind and enter into Contract on behalf of Subrecipient.

**Paragraph 3.3**. Subrecipient represents that To Our Shores, Inc. is an eligible public and/or

private non-profit health and/or support service provider and has provided documentation in the form of official notification of their 501(c) (3) status from the Federal Internal Revenue Service (IRS) as appropriate.

**Paragraph 3.4.** Subrecipient 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, Subrecipient shall commence providing HIV-related health and support services in accordance with the priorities described in Request for Proposal 21RFPRW0708B-EC Ending the HIV Epidemic Phase III and with the goals and objectives approved by the County which are described in EXHIBIT A23: *Work Plan Goals and Objectives tied to Approved Budget*.

**Paragraph 4.1.** Unless modified in writing by both parties in the manner specified in the agreement, duties of Subrecipient shall not be construed to exceed those services specifically set forth herein. Subrecipient agrees to provide all services, products, and data and to perform all tasks described in EXHIBIT A23: *Work Plan Goals and Objectives tied to Approved* Budget and *EXHIBIT B23: Approved Budget and Budget Justification*.

## 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 Subrecipient, except as provided below.

**Paragraph 5.1.** 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 (DHE) or his or her designee and the Subrecipient's duly authorized representative noted in Paragraph 3.2.

**Paragraph 5.2**. The Director, DHE is hereby authorized to approve and execute EtHE 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, DHE may approve modifications to add program requirements that are directly passed down from Health Resources and Services Administration ("HRSA"), as the funding agency.

## ARTICLE 6.0. **CONTRACT TERM**

**Paragraph 6.0.** This agreement is effective on March 1, 2023, for a two-year term ending on February 28, 2025.

**Paragraph 6.1. Commencement Term.** The "Commencement Term" of this Agreement shall begin on March 1, 2023, the starting date, and shall end absolutely and without further obligation on the part of the county on the 28th 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 A23 and EXHIBIT B23 herein shall be performed by Subrecipient for an allocation of EtHE funds, in an amount not to exceed **$563,448.00 in FY23, and $563,448.00 in FY24**. The actual amount awarded to the Subrecipient 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 $100,000.00 for FY2023. The award amount includes a contingency amount of $100,000 for FY2024. These funds are not available to the Subrecipient unless or until a purchase order is issued authorizing expenditure of these funds. Authorization to expend contingency funds shall be at the discretion of the Director, DHE and shall be issued in writing.

**Paragraph 7.2.** Intentionally left blank.

**Paragraph 7.2a.** The budget attached to Contract in EXHIBIT B23 Approved Annual Budget is a complete, approved FY2023 budget for expenditures of all EHE 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 7.2.b.** For FY2024, subrecipient must submit a draft FY2024 Work Plan and FY2024 budget to the designated DHE Project Officer no later than ***January 31, 2024***. After the subrecipient and the designated DHE Project Officer agree on a negotiated budget and work plan and the negotiated budget and work plan are approved by the DHE Director, these items will become a part of this agreement as EXHIBIT A24 FY2024 Work Plan Goals and Objectives tied to Approved Budget and EXHIBIT B24 Approved Annual Budget respectively.

EXHIBIT B24 Budget shall then be a complete, approved FY2024 budget for expenditures of all EHE 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.** The budget total may not be exceeded; however, a plus or minus deviation of 10% within budget categories (i.e. personnel, supplies) and within priority category is authorized.

## ARTICLE 8. GENERAL SUBRECIPIENT REQUIREMENTS

**Paragraph 8.0.** Subrecipient agrees that it will participate in a community-based continuum of care which is defined as: *A continuum of care is a term which encompasses the comprehensive range of services required by individuals or families with HIV infection in order to meet their health care and psychosocial service needs throughout the course of their illness. The concept of a continuum suggests that services must be organized to respond to the individual's or family's changing needs in a holistic, coordinated, timely, and uninterrupted manner which reduces fragmentation of care.*

**Paragraph 8.1.** DHE is implementing an integrated cloud-based data management system for: tracking all individuals who receive services supported by EtHE or Part A funds, contracting, reporting, subrecipient reimbursement, quality management, evaluating client satisfaction, client eligibility documentation records management, and a client portal through a system known as e2Fulton. Subrecipient will be expected to utilize e2Fulton.

**Paragraph 8.2.** Subrecipient agrees to participate in the centralized Ryan White data system for tracking all individuals who receive services supported by EtHE or Part A funds. In order to comply with the participation requirements, including reporting of all required variables for Ryan White Services Report (RSR), Subrecipient shall directly enter data using the most current version of e2Fulton or be able to import required data into the most current version of e2Fulton (Reference ***PPPN-Use of e2Fulton in Documenting Eligibility***).

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

**Paragraph 8.3.** Intentionally left blank.

**Paragraph 8.4.** In order to reduce the administrative burden to clients and Subrecipients of collecting and maintaining client Ryan White eligibility documents, Subrecipient agrees to participate in the uploading, updating, and sharing of client eligibility documents via e2Fulton.

In order to obtain client consent for the sharing of such documentation Subrecipient will obtain client consent using the form developed by the Department for HIV Elimination and available at www.ryanwhiteatl.org. Once e2Fulton's client level database is fully operational the consent must be uploaded into e2Fulton before a client's service data can be entered.

**Paragraph 8.5.** Any Business Associates Agreements pursuant to **Paragraph 25 Confidentiality and Health Insurance Portability and Accountability Act (HIPAA) Compliance** must be entered into within 30 calendar days after the execution of the contract.

**Paragraph 8.6.** The Subrecipient will be responsible for entering line-item budgets by priority

service category (as approved through the proposal review and budget negotiations), and service units into e2Fulton within 30 calendar days following the execution of the contract. Any budget revision requests must be made using the DHE form and be submitted via e2Fulton.

**Paragraph 8.7.** The subrecipient shall submit all required programmatic, fiscal, and quality management reports via e2Fulton.

**Paragraph 8.8.** Subrecipient agrees to participate in the EMA's needs assessment processes to provide information that will lead to the development of a continuous quality improvement system.

**Paragraph 8.9.** Subrecipient agrees to undertake and maintain quality management program(s) and quality service indicators for each Part A funded service provided to ensure that persons living with HIV disease, who are eligible for treatment and health related support services, get those services and that the quality of those services meet certain approved criteria (i.e., Eligible Metropolitan Area (EMA) adopted service standards of care, Public Health Service (PHS) treatment guidelines). (Reference ***PPPN-033 Quality Improvement***.)

The Subrecipient's annual Quality Management Plan shall be submitted via e2Fulton no later than 60 calendar days following the execution of the contract.

Through quality management efforts, Subrecipient should be able to identify problems in service delivery that impact health-status outcomes at the client and system levels. As part of the County's site visit protocols and other monitoring efforts, Subrecipient shall be required to provide documentation that such program/systems are in use. (Reference ***PPPN-033 Quality Management Site Visits***.)

**Paragraph 8.10.** Subrecipient agrees to administer and/or facilitate client participation in the EMA's program-wide standardized client satisfaction surveys to monitor the quality of the services provided and to measure the level of consumer satisfaction.

**Paragraph 8.11.** Subrecipient agrees to administer and/or facilitate client participation in the EMA's Needs Assessment to identify barriers and gaps in services.

**Paragraph 8.12.** Subrecipient agrees to implement and maintain a Consumer Advisory Board to obtain input from clients in the design and delivery of services. Subrecipient shall provide, with each quarterly report, documentation of Consumer Advisory Board meetings, membership, and minutes.

**Paragraph 8.13.** If Subrecipient receives funding for the provision of Outpatient/Ambulatory Health Services under this contract, Subrecipient shall be expected to meet the OAHS Expectations set forth in Appendix V of the Part A Request for Proposals.

**Paragraph 8.14**. Subrecipient agrees that in the performance of the Agreement, it will comply with all lawful agreements, if any, which the Subrecipient has made with any association, union, or other entity, with respect to wages, salaries, and working conditions, so as not to cause

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inconvenience, picketing or work stoppage.

**Paragraph 8.15.** Subrecipient agrees that during the period of the Contract, it will participate, as requested by the County, in efforts to develop a standard approach and data set to address the data information requirements described below:

- Estimated average cost of providing each category of HIV-related services provided with Part A funds and the extent to which such costs were paid by third-party payers;
- Estimated number of units of service for each category of HIV-related services provided with Part A funds;
- Estimated cost of providing a unit of service under each category of HIV-related services provided with part A funds.

**Paragraph 8.16.** Intentionally left blank.

**Paragraph 8.17.** Subrecipient agrees to assign at its own expense one individual to serve as the Fiscal Designee to serve as its representative on all financial matters related to this Contract. The Fiscal Designee may not also serve as the Programmatic Designee.

**Paragraph 8.18.** Subrecipient agrees to assign at its own expense one individual to serve as the Programmatic Designee to serve as its representative on all programmatic matters related to this Contract. The Programmatic Designee may not also serve as the Fiscal Designee.

**Paragraph 8.19.** Subrecipient agrees to assign at its own expense one individual to serve as the Data Designee to serve as its representative on all data and information technology matters related to this Contract.

**Paragraph 8.20.** Subrecipient agrees to assign at its own expense one individual to serve as the Quality Management Designee to oversee all quality management activities and attend quality management meetings.

**Paragraph 8.21.** Intentionally left blank.

**Paragraph 8.22.** The name(s) of designee(s) referenced in Paragraphs 8.17.-8.21. shall be provided to County at the time the contract signed by the duly authorized individual is returned to the County for signature and processing. The Subrecipient will be responsible for entering name(s) of designee(s) referenced in Paragraphs 8.17-8.21 into e2Fulton by April 1 of the fiscal year. Notification of changes in the individual(s) serving as the designees shall be provided in e2Fulton no later than 14 days after the change.

**Paragraph 8.23.** Intentionally left blank.

**Paragraph 8.24.** Any Subrecipient receiving EtHE funds to develop, purchase or distribute health education materials (e.g., brochures) must have prior approval by the County for each item.

**Paragraph 8.25.** In the provision of services under this contract, Subrecipient will comply with

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Ryan White Part A quality management standards and measures. The purpose of the Ryan White Part A quality management standards and measures is to ensure that a uniformity of service exists in the Atlanta Eligible Metropolitan Area (EMA) such that the consumers of a service receive the same quality of service regardless of where the service is provided. If an agency is unable to meet a particular standard, the agency must document why the standard was unable to be met and explain the steps it is taking to meet that standard.

**Paragraph 8.26.** QUARTERLY PROGRAMMATIC REPORTS. Subrecipient agrees to provide quarterly programmatic reports as described and requested by County to document progress toward implementation of the approved program activities and services in accordance with the requirements of the EtHE Program and other applicable regulations (reference ***PPPN-055 Quarterly Reports***). Quarterly programmatic reports shall consist of, but not be limited to, narrative and quantitative information indicating progress toward meeting goals and objectives as well as the number and demographic characteristics of clients served. Quarterly programmatic reports must be submitted via e2Fulton not later than the 20th business day after the close of each quarter. If a deadline falls on a weekend, the report must be received on the Friday prior to the deadline to be considered on time. Quarterly programmatic reports must use the DHE form and be signed by Subrecipient's approved Programmatic, Fiscal and Data Designees.

**Paragraph 8.27.** Subrecipient shall provide County with projected spending plans as detailed in ***FPPN-002: Budget Spend Plan***. Budget spend plans must be submitted via e2Fulton.

**Paragraph 8.28.** The Subrecipient shall implement a sliding fee scale policy in conformance with Ryan White HIV/AIDS Program requirements. Subrecipient agrees that in the provision of services with assistance provided under EtHE, charges to any individual for services shall be made in accordance with the provision of the Ryan White Program, Section 2605 (e) as described in ***FPPN-010.1 Imposition of Charges, Fee Schedule, and Cap on Client Charges*** incorporated herein by reference.

The schedule of charges must be displayed in a conspicuous location(s) available to clients.

Subrecipient shall maintain documentation that all fiscal and intake staff have been informed of policies that any fees charged for Part A services must be in accordance with the provision of the RWHAP, Section 2605 (e) as described in ***FPPN-010.1 Imposition of Charges, Fee Schedule, and Cap on Client Charges***.

**Paragraph 8.29.** Subrecipient agrees to assign appropriate staff, including the identified programmatic and fiscal designees, to attend all Ryan White and/or EtHE Providers' Meetings.

**Paragraph 8.30.** Subrecipient agrees to participate in regular progress officer calls and webinars which are designed to provide valuable technical assistance to Subrecipient, discuss areas of concern, and gather additional information.

**Paragraph 8.31.** Subrecipient is strongly encouraged to utilize the services of a qualified accountant to ensure fiscal policies, procedures, and practice comply with the requirements of

the Uniform Guidance and Ryan White legislation and regulations.

**Paragraph 8.32.** As the Prime Awardee, Fulton County is required to provide the following information for any federal reports required by Subrecipient:

1. Federal Award Identification Number (FAIN): 6 UT8HA3393-02-01
2. Federal Award Date: 03/02/2021
3. Federal Awarding Agency: U.S. Department of Health and Human Services (HHS) - Health Resources and Services Administration (HRSA)
4. Pass-Through Entity: Fulton County Government, Board of Commissioners, 141 Pryor Street, SW, Atlanta, GA 30303
5. CFDA Number and Title: 93.686 Ending the HIV Epidemic: A Plan for America – Ryan White HIV/AIDS Program Parts A and B
6. Project Description: Ending the HIV Epidemic: A Plan for America – Ryan White HIV/AIDS Program Parts A and B provides direct financial assistance to jurisdictions identified in the legislation as eligible for funding. For Atlanta, the four jurisdictions are Cobb, DeKalb, Fulton, and Gwinnett Counties. The purpose of the program is to reduce new cases of HIV.

## ARTICLE 9. **INVOICING AND PAYMENT**

**Paragraph 9.0.** Using e2Fulton, Subrecipient shall electronically submit for reimbursement for work performed during the previous calendar month, 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 month. 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 9.1.** Subrecipient agrees to electronically submit for reimbursement via the Electronic Contract Management (ECM) module of e2Fulton for the previous month's expenses not later than the 20th business day of each month with three exceptions:

1. Fulton County shall advance payment to Subrecipient to allow for adequate cash flow to implement services as described in ***FPPN-009: Advance Payment to Subrecipients***. Reconciliation of this amount must occur as expeditiously as possible. If an advance has been provided, the agency's reimbursement in the next month shall be reduced by the amount of the advance. In the event that the actual reimbursable expenses in the first month did not exceed the amount of the advance, the remainder shall be reduced from the second month's payment. In the event that the actual reimbursable expenses in the second month do not exceed the amount of the reminder of the advance, the agency shall remit payment to the County for the remainder due.
2. The first reimbursement submission shall be entered no later than 45 business days after contract effective date.
3. The November reimbursement submission may be entered in two parts:
   A. A pre-bill may be submitted in November prior to the date at which the Fulton County

Finance Department shuts down to allow for year-end closeout (the actual date shall be provided to the Subrecipient once announced by the Finance Department). Subrecipient may pre-bill for regular monthly expenditures (e.g. salary, fringe, and rent) at an amount equal to 1/12th of the line item.

B. Another November submission would then be made by the 20th business day of December. This submission would be for the remainder of expenditures accrued in November.

**Paragraph 9.2.** Failure to submit reimbursement requests according to the timelines may be considered a breach of this Contract allowing the County to terminate this agreement in addition to any other right to which the County may be entitled. The Department for HIV Elimination reserves the right to reduce, reallocate or terminate funds for failure by the Subrecipient to achieve fiscal and/or program objectives as outlined in EXHIBIT A23 and EXHIBIT B23, in a timely manner.

Late submissions received in ECM after the first calendar day of the month may not be paid until the last day of the following month.

**Paragraph 9.3.** Under the terms of the Uniform Guidance, Fulton County undertakes a risk assessment for each subrecipient and proposed subrecipient. Fulton County's Risk Assessment will determine the frequency with which supporting documentation must be submitted to support a funding request. In ALL instances original documentation must be maintained on site and be available for audit as set forth in ARTICLE 35. **AUDITS AND INSPECTORS.**

| Risk Category | Frequency of Submitting Documentation |
|---|---|
| Low | Provide ALL supporting documentation once each quarter: March invoice, June invoice, September invoice, January invoice and Final invoice. |
| Moderate | Every other month provide ALL supporting documentation: March invoice, May invoice, July invoice, September invoice, November invoice, January invoice, and Final invoice. |
| High | Provide ALL supporting documentation every month. |
| New Subrecipient | Provide ALL supporting documentation every month. |

**Paragraph 9.4.** Subrecipient agrees to maintain and submit the necessary supporting documentation to verify the cost in the Reimbursement Request as detailed in ***Program Manual of Policies and Procedures*** and ***PPPN-013.***

**Paragraph 9.7.** Additional items which must be submitted with the first Reimbursement Request are described in ***PPPN-013***.

**Paragraph 9.8.** Additional items which must be submitted with the final Reimbursement Request are described in ***PPPN-013***.

**Paragraph 9.9. Closeout and Final Reimbursement Submission**. The final submission must include a certification signed by the **official authorized to legally bind Subrecipient** 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)).*"

**Paragraph 9.10. Payment of Subcontractors/Suppliers:** The Subrecipient must certify in writing that all subcontractors of the Subrecipient and suppliers have been promptly paid for work and materials and previous progress payments received. In the event the prime Subrecipient is unable to pay subcontractors or suppliers until it has received a progress payment from Fulton County, the prime Subrecipient 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 9.11.** If, in the County's opinion, the Subrecipient fails to provide all necessary and appropriate documentation required pursuant to this Contract, as identified to the Subrecipient by the County, the County shall have the authority to delay the processing and payment of any or all EtHE funds until such documentation has been satisfactorily submitted.

**Paragraph 9.12.** If, in the County's opinion, the Subrecipient submits inaccurate expenditure requests (e.g., line-item requests which exceed the approved amount, line-item requests for items which have not been approved, etc.), the County shall have the authority to delay the processing of any or all Part A payments until such time that the errors have been corrected.

**Paragraph 9.13.** In order to ensure the availability of services to EtHE clients throughout the contract period monthly charges shall not exceed one-twelfth of any awarded line item amount unless otherwise preapproved by the assigned DHE Project Officer.

**Paragraph 9.14. County's Right to Withhold Payments:** The County may withhold payments for services that involve disputed costs, involve disputed audits, or are otherwise performed in an inadequate fashion. Payments withheld by the County will be released and paid to the Subrecipient 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 9.15.** 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 9.16. 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 9.17.** 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 9.18.** It is the Subrecipient's duty to register with the County for direct deposit.

## ARTICLE 10. FUNDING EXCLUSIONS AND RESTRICTIONS

**Paragraph 10.0.** Subrecipient shall use funds in accordance with federal requirements and shall not use Part A funds for unallowable costs including those listed herein, in the "***Program Manual of Policies and Procedures***" incorporated herein by reference and available at www.ryanwhiteatl.org "***PPPN-004: Funding Exclusions and Restrictions***" incorporated herein by reference and available at www.ryanwhiteatl.org, and in the RFP incorporated herein by reference.

**Paragraph 10.1.** Subrecipient agrees that EtHE funds will not be used to supplant or replace state and local HIV-related funding or in-kind resources expended by Subrecipient for HIV-related services during the contract period beginning March 1, 2023 and ending February 28, 2025.

**Paragraph 10.2.** Subrecipient agrees that EtHE 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 Subrecipient budget.

**Paragraph 10.3.** Subrecipient agrees that EtHE funds may not be used to make payments to recipients of services. Subrecipient shall maintain documentation that all provider staff have been informed of policies that forbid use of Ryan White funds for cash payments to service recipients.

**Paragraph 10.4.** Subrecipient agrees that EtHE 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.

Subrecipient shall maintain documentation that all fiscal and intake staff have been informed of

policies that direct 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.

**Paragraph 10.5.** Subrecipient 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.

**Paragraph 10.6.** Subrecipient agrees that no funds will be used for the purchase of vehicles without written County approval based upon prior approval from HRSA.

**Paragraph 10.7.** Subrecipient agrees that no funds will be used for non-targeted marketing promotions or advertising about HIV services that target the general public (poster campaigns for display on public transit, TV or radio public service announcements, etc.) or for broad scope awareness activities about HIV services that target the general public.

**Paragraph 10.8.** Subrecipient agrees that no funds will be used for influencing or attempting to influence members of Congress and other Federal personnel.

**Paragraph 10.9.** Subrecipient agrees that no funds will be used for outreach activities that have HIV prevention education as their exclusive purpose.

**Paragraph 10.10.** Subrecipient agrees that no funds awarded under this contract will be used for foreign travel.

**Paragraph 10.11.** Subrecipient agrees that no funds awarded under this contract shall be used to support employment, vocational, or employment-readiness services.

**Paragraph 10.12.** Subrecipient agrees that no funds awarded under this contract shall be used to carry out any program of distributing sterile needles or syringes for the hypodermic injection of any illegal drug unless otherwise preapproved by HRSA.

**Paragraph 10.13.** Subrecipient 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 EtHE activities.

**Paragraph 10.14.** Subrecipient agrees than no 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.

**Paragraph 10.15.** Subrecipient agrees that funds awarded under this contract shall not be used for inpatient case management services that prevent unnecessary hospitalization or that expedite discharge, as medically appropriate, from inpatient facilities.

**Paragraph 10.16.** Subrecipient agrees that no funds awarded under this contract shall be used for the following activities or to purchase these items:

- Clothing

- Funeral, burial, cremation or related expenses
- Local or State personal property taxes (for residential property, private automobiles, or any other personal property against which taxes may be levied)
- entertainment costs; this includes the cost of amusements, social activities, and related incidental costs
- Household appliances
- Pet foods or other non- essential products
- Off-premise social/recreational activities or payments for a client's gym membership
- PrEP or nPEP medications or primary care services, as the person using PrEP or nPEP is not living with HIV, and therefore is not eligible for Ryan White funded medications
- Out-of-state travel, research projects, clinical trials, or fund raising activities (including salaries, supplies, etc.)

**Paragraph 10.17.** 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 general-use prepaid cards, not store gift cards, and are not allowable.

**Paragraph 10.18.** Subrecipient shall spend no more than 10% of the mount awarded under this contract for administrative costs, including federally approved indirect cost or government authorized cost allocation plan. Administrative costs include rent, utilities, facility costs along with costs of management oversight including program coordination; clerical, financial, and management staff not directly related to patient care; program evaluation, liability insurance, audits; and equipment not directly related to patient care. The combined total of indirect costs and administrative costs cannot exceed 10% of the agency award. **(Including those listed herein and in the "Program Manual of Policies and Procedures" and *PPPN-013: 10% Administrative Cap*)**

**Paragraph 10.19.** Subrecipient is expected to maintain documentation of the following which shall be made available to DHE and HRSA upon request and during EtHE site visits:

- Document, through job descriptions and time and effort reports, that the administrative activities are charged to administration of the activities under this contract and cost no more than 10% of the total grant amount
- Document that no activities defined as administrative in nature are included in other EtHE budget categories
- If using indirect cost as part or all of its 10% administration costs, obtain and keep on file a federally approved HHS-negotiated Certificate of Cost Allocation Plan or Certificate of Indirect Costs
- Written procedures, allocation journals, and/or manuals should explain the methodology used to allocate and track EtHE costs, including direct service costs and administrative costs. The allocation journal should contain written procedures that are easy to follow and can be "re-performed" by an auditor.

## ARTICLE 11. **PERSONNEL**

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**Paragraph 11.0.** Subrecipient shall designate in writing a person(s) to serve as its authorized representative(s) who shall have sole authority to represent Subrecipient on all manners pertaining to this contract. Subrecipient 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 Subrecipient 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-Subrecipient performing services on this Project by Subrecipient. No changes or substitutions shall be permitted in Subrecipient'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, Subrecipient 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 Subrecipient, 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 Subrecipient 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 Subrecipient 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 Subrecipient 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 Department for HIV Elimination. The representative shall reduce the decision to writing and mail or otherwise furnish a copy thereof to the Subrecipient. The Subrecipient 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, Subrecipient 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. **GRIEVANCE PROCEDURES**

**Paragraph 14.0.** Subrecipient agrees to have in place a grievance process by which client complaints against the agency with respect to funded services might be addressed (a Part A approved grievance procedure would suffice). A copy of the Subrecipient's grievance process must be submitted with the first request for reimbursement for services under this Agreement unless a copy of Subrecipient's Grievance Procedures has been submitted in the last two years.

**Paragraph 14.1.** Subrecipient agrees to provide notification of the Grievance Procedures of the Subrecipient to all clients for rendered services in accordance with this Contract and such provision of information shall be documented within the files of the agency.

**Paragraph 14.2.** Subrecipient will include, with each monthly expenditure report, a summary of any complaint filed under this process as well as current status of, and final disposition of, any such complaint.

## ARTICLE 15. **TERMINATION**

**Paragraph 15.0.** This contract shall terminate no later than 11:59 p.m. on February 28, 2025.

**Paragraph 15.1.** 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. Subrecipient will submit final Reimbursement Request not later than 45 days after the effective date of written notice of termination. Upon notice of termination date, Subrecipient shall not incur obligations after date of notice to County.

**Paragraph 15.2.** If for any reason the Subrecipient is unable to render the approved services, the Subrecipient 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 16. **TERMINATION OF AGREEMENT FOR CAUSE**

**Paragraph 16.0.** Either County or Subrecipient may terminate work under this Agreement in the

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

**Paragraph 16.2. TIME IS OF THE ESSENCE** and if the Subrecipient refuses or fails to perform the work as specified in **EXHIBIT A23 and EXHIBIT B23** 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 16.3.** The County may, by written notice to Subrecipient, terminate Subrecipient'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 Subrecipient shall be required to provide all copies of finished or unfinished documents prepared by Subrecipient under this Agreement to the County.

**Paragraph 16.4.** Subrecipient shall be entitled to receive compensation for any satisfactory work completed on such documents as reasonably determined by the County.

**Paragraph 16.5.** Whether or not the Subrecipient's right to proceed with the work has been terminated, the Subrecipient shall be liable for any damage to the County resulting from the Subrecipient'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 Subrecipient to complete the project.

## ARTICLE 17. **TERMINATION FOR CONVENIENCE OF COUNTY**

**Paragraph 17.0.** Notwithstanding any other provisions, the County may terminate this Agreement for its convenience at any time by a written notice to Subrecipient. If the Agreement is terminated for convenience by the County, as provided in this article, Subrecipient 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 Subrecipient which shall itemize each task element and briefly state what work has been completed and what work remains to be done.

**Paragraph 17.1.** If, after termination, it is determined that the Subrecipient 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 18. **WAIVER OF BREACH**

**Paragraph 18.0.** 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 19. **INDEPENDENT CONTRACTOR STATUS**

**Paragraph 19.0.** Nothing contained herein shall be deemed to create any relationship other than that of an independent Subrecipient between the County and Subrecipient. Under no circumstances shall Subrecipient, its directors, officers, employees, agents, successors or assigns, be deemed employees, agents, partners, successors, assigns or legal representatives of the County.

**Paragraph 19.1.** Subrecipient 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 20. **ASSURANCES AND CERTIFICATIONS**

**Paragraph 20.0.** Subrecipient 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. Subrecipient shall notify current clients and all other individuals presenting for services provided through Part A funds of this nondiscrimination policy.

**Paragraph 20.2.** Subrecipient agrees to provide services without regard to an individual's ability to pay and current or past health condition. Subrecipient shall have billing, co-pay, and collection policies and procedures that do not:

- Deny services for non- payment
- Deny payment for inability to produce income documentation
- Require full payment prior to service
- Include any other procedure that denies services for non-payment

Subrecipient shall maintain documentation that all provider staff have been informed of these requirements.

**Paragraph 20.3.** Subrecipient 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 Attachment E. EXHIBIT E shall be signed by the Subrecipient's duly authorized representative noted in Paragraph 3.2.

**Paragraph 20.4.** Subrecipient agrees to comply with federal "Assurances - Non-Construction Programs" (Standard Form 424B) incorporated as EXHIBIT F. EXHIBIT F shall be signed by the Subrecipient's duly authorized representative noted in Paragraph 3.2.

**Paragraph 20.5.** Subrecipient agrees that federal prohibitions and requirements related to

lobbying will be included in all sub-awards at all tiers and that all sub-recipients shall certify and disclose accordingly.

**Paragraph 20.6.** Subrecipient acknowledges that the County discourages the employment of the relatives by blood or marriage of Subrecipient or its employees. Such relationship shall not be an automatic barrier to hiring, but shall require the Subrecipient 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 Subrecipient into an employee of the County. Subrecipient remains an independent contractor/subrecipient as is set forth in Article 19 hereof.

**Paragraph 20.7.** Subrecipient will maintain HIV-related expenditures at a level that is at least equal to and not less than the level of such expenditures by the Subrecipient for the one year period preceding the fiscal year covered by this contract.

**Paragraph 20.8.** Services will be provided in settings accessible to low-income persons with HIV disease. Subrecipient shall ensure that the setting is accessible by public transportation or shall provide transportation assistance.

**Paragraph 20.9.** Subrecipient shall comply with Americans with Disabilities Act requirements.

**Paragraph 20.10.** The National Standards for Culturally and Linguistically Appropriate Services in Health and Health Care (the National CLAS Standards) are intended to advance health equity, improve quality, and help eliminate health care disparities by providing a blueprint for individuals and health and health care organizations to implement culturally and linguistically appropriate services. Subrecipient shall integrate the principles and activities of culturally and linguistically appropriate services in accordance with National Standards for Culturally and Linguistically Appropriate Services (CLAS) in Health and Health Care.
Refer to: http://minorityhealth.hhs.gov/assets/pdf/checked/finalreport.pdf

**Paragraph 20.11.** Subrecipient agrees to comply with federal Legislative Mandates set forth in the most current Consolidated Appropriations Act. EXHIBIT G. shall be signed by the Subrecipient's duly authorized representative noted in Paragraph 3.2 and returned to the County.

## ARTICLE 21. **ACCURACY OF WORK**

**Paragraph 21.0.** Subrecipient shall be responsible for the accuracy of his work and shall promptly correct its errors and omissions without additional compensation. Acceptance of the work by the County will not relieve Subrecipient of the responsibility of subsequent corrections of any errors and the clarification of any ambiguities. Subrecipient shall prepare any plans, report, fieldwork, or data required by County to correct its errors or omissions. The above consultation, clarification or correction shall be made without added compensation to Subrecipient. Subrecipient shall give immediate attention to these changes so there will be a minimum of delay to others.

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## ARTICLE 22. **REVIEW OF WORK**

**Paragraph 22.0.** 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 Subrecipient, shall be available to authorized representatives of County for inspection and review at all reasonable times in the main office of County. Acceptance shall not relieve Subrecipient of its professional obligation to correct, at its expense, any of its errors in work.

**Paragraph 22.1.** County may request at any time and Subrecipient shall produce progress prints or copies of any work as performed under this Agreement. Refusal by Subrecipient to submit progress reports and/or plans shall be cause for County, without any liability thereof, to withhold payment to Subrecipient until Subrecipient complies with County's request in this regard. County's review recommendations shall be incorporated into the plans by Subrecipient.

**Paragraph 22.2.** Subrecipient agrees to participate in site visits/programmatic reviews conducted by the County Staff. Subrecipient agrees to ensure that programmatic and fiscal designees and other appropriate staff as requested by the County are in attendance at all site visits and that all requested documentation is provided including descriptions of accounts payable systems and policies. Unannounced site visits may also be conducted by the County when the County deems appropriate. Subrecipient must provide access to appropriate and applicable files, policy manuals, records, staff members, etc. as requested by the County.

**Paragraph 22.3.** Subrecipient agrees to participate in Title VI site visits/programmatic reviews conducted by the County Staff including the Fulton County's Office of the County Auditor. Subrecipient agrees to ensure that agency's Title VI Coordinator and other appropriate staff as requested by the County are in attendance at all site visits and that all requested documentation is provided. Subrecipient must provide access to appropriate and applicable files, policy manuals, records, staff members, etc. as requested by the County. Site visit shall include, but not be limited to, examination of evidence of: Bilingual Staff; Telephone Interpretation; Volunteer Interpreters; Use of "I Speak Cards"; Language Identification Posters or Flashcards; and, Translating Vital Documents.

## ARTICLE 23. **INDEMNIFICATION**

**Paragraph 23.0. Article 23 does not apply to local health departments or other governmental entities including the State of Georgia's Department of Public Health.**

**Paragraph 23.1.** Subrecipient hereby agrees to release, indemnify, defend and hold harmless Fulton County, its Commissioners, officers, employees, subcontractors, successors, assigns and agents, from and against any and all losses (including death), claims, damages, liabilities, costs and expenses (including but not limited to all actions, proceedings, or investigations in respect thereof and any costs of judgments, settlements, court costs, attorney's fees or expenses, regardless of the outcome of any such action, proceeding, or investigation), caused by, relating to, based upon or arising out of any act or omission by Subrecipient, its directors, officers, employees, subcontractors, 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 23.2.** Subrecipient obligation to protect, defend, indemnify and hold harmless, as set forth hereinabove, shall also include, but is not limited to, any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or other actual or alleged unfair competition disparagement of product or service, or other tort or any type whatsoever, or any actual or alleged violation of trade regulations.

**Paragraph 23.3.** Subrecipient further agrees to protect, defend, indemnify and hold harmless Fulton County, its Commissioners, officers, employees, subcontractors, successors, assigns and agents from and against any and all claims or liability for compensation under the Worker's Compensation Act, Disability Benefits Act, or any other employee benefits act arising out of injuries sustained by any employees of Subrecipient. These indemnities shall not be limited by reason of the fisting of any insurance coverage.

**Paragraph 23.4.** These indemnity provisions are for the protection of the County indemnities only and shall not establish, of themselves, any liability to third parties. The provisions of this article shall survive termination of this Agreement.

## ARTICLE 24. **CONFIDENTIALITY AND HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) COMPLIANCE**

**Paragraph 24.0.** The Subrecipient agrees to abide by all state and federal laws, rules and regulations and County policy respecting confidentiality of an individual's records. Subrecipient 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 24.1.** Subrecipient shall have written procedures to ensure that staff will maintain the confidentiality of client records related to the services provided under this contract.

**Paragraph 24.2.** 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 24.3**. 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 24.4.** Subrecipient, 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 Subrecipient to comply with the HIPAA laws shall be borne by Subrecipient. All HIPAA compliance dates must be satisfied and Subrecipient 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. Subrecipient 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 24.5**. Subrecipient, 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 24.6.** In the course of undertaking the Scope of Work in this Agreement, Subrecipient will be sharing individually identifiable health information with the Department for HIV Elimination. The Subrecipient shall be responsible for entering into any necessary Business Associate Agreements and/or confidentiality agreements with Fulton County on behalf of the Department for HIV Elimination.

**Paragraph 24.7.** In the course of undertaking the Scope of Work in this Agreement, Subrecipient 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 Subrecipient shall be responsible for entering into any necessary Business Associate Agreements and/or confidentiality agreements with said agencies and entities.

**Paragraph 24.8.** Subrecipient is responsible for obtaining client consent for the sharing of PHI with the Department for HIV Elimination and other subrecipients of Part A funding.

## ARTICLE 25. **CONFIDENTIALITY OF WORK**

**Paragraph 25.0**. 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 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, Subrecipient recognizes the County's obligation to comply with Georgia's Open Records requirements.

**Paragraph 25.1.** The Subrecipient shall maintain the confidentiality of all reports, information, or data, furnished to, or prepared by, the Subrecipient under this Agreement, unless such information is: a) previously known to the Subrecipient; b) generally available to the public; c) subsequently disclose to the Subrecipient by a third-party who is not under an obligation of confidentiality with the County; or, d) independently developed by the Subrecipient.

Before publishing or presenting any of these reports, information, or data, the Subrecipient shall obtain the prior written consent of the Director, Department for HIV Elimination. The Subrecipient 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 25.2.** It is further agreed that if any information concerning the Project, its conduct results, or data gathered or processed should be released by Subrecipient without prior approval from County, the release of the same shall constitute grounds for termination of this Agreement without indemnity to Subrecipient, but should any such information be released by County or by Subrecipient with such prior written approval, the same shall be regarded as Public information and no longer subject to the restrictions of this Agreement.

**Paragraph 25.3.** This Article survives the expiration or earlier termination of this agreement.

## ARTICLE 26. **OPEN RECORDS ACT**

**Paragraph 26.0.** The Georgia Open Records Act, O.C.G.A. Section 50-18-70 et seq., applies to this

Agreement. The Subrecipient acknowledges that any documents or computerized data provided to the County by the Subrecipient may be subject to release to the public. The Subrecipient also acknowledges that documents and computerized data created or held by the Subrecipient in relation to the Agreement may be subject to release to the public, to include documents turned over to the County. The Subrecipient shall cooperate with and provide assistance to the County in rapidly responding to Open Records Act requests. The Subrecipient shall notify the County of any Open Records Act requests no later than 24 business hours following receipt of any such requests by the Subrecipient. The Subrecipient shall promptly comply with the instructions or requests of the County in relation to responding to Open Records Act requests.

## ARTICLE 27. **PUBLICITY**

**Paragraph 27.0.** Subrecipient agrees that any publicity given to the program or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs and similar public notices prepared by or for the Subrecipient, shall not identify the County as a sponsoring agency without prior approval. In addition, the Subrecipient shall not display the County name or logo in any manner, including, but not limited to, display on Subrecipient's letterhead or physical plant without the prior written authorization of the County.

## ARTICLE 28. **INTANGIBLE PROPERTY**

**Paragraph 28.0.** Except as otherwise provided in terms and conditions of this Contract, the subrecipient or the County is free to copyright any books, publications or other copyrightable materials developed in the course of or under this Contract. Should any copyright materials be produced as a result of this Contract, the County shall reserve a royalty free, non-exclusive and irrevocable right to reproduce, modify, publish or otherwise use and to authorize others to use the work for governmental purposes.

## ARTICLE 29. **TANGIBLE PROPERTY**

**Paragraph 29.0.** Subrecipient 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***) and shall include:

- A description of the property;
- Manufacturer's serial number, model number, national stock number, or other identification number;
- Source of the property including federal program name;
- Acquisition date (or date received, if the property was furnished by the County) and cost;
- Percentage (at the end of the budget year) of federal participation in the cost of the project or program for which the property was acquired;
- Unit acquisition cost;
- Property decal number;

- Ultimate disposition data, including date of disposal, sales price, and method used to determine current fair market value. Disposition must have prior County written approval.
- A physical inventory of property shall be taken and the results reconciled with the property records at least once every two years. Any differences between quantities determined by the physical inspection and those shown in the accounting records shall be investigated to determine the cause of the difference. The Subrecipient shall, in connection with the inventory, verify the existence, current utilization, and continued need for the property. A control system shall be in effect to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft of non-expendable property shall be investigated and fully documented. The Subrecipient shall promptly notify the County.

**Paragraph 29.1.** Adequate maintenance procedures shall be implemented to keep the property in good condition.

**Paragraph 29.2.** Upon termination of any service program included in this Agreement, or in the event this Agreement terminates prior to expiration or is not renewed, Subrecipient agrees to properly return all County property according to County protocols.

**Paragraph 29.3.** The Subrecipient agrees that this equipment cannot be transferred or otherwise disposed of without written County approval.

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

**Paragraph 30.0.** Subrecipient 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 Subrecipient for the purpose of securing business and that Subrecipient 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.** Subrecipient agrees to obtain and maintain during the entire term of this Agreement, all of the insurance required as specified in the Agreement documents, Insurance and Risk Management Forms, with the County as an additional insured and shall furnish the County a Certificate of Insurance showing the required coverage. 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:**

Subrecipient 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. Subrecipient 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.** Subrecipient 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, Ryan White Program or his/her designee.

## ARTICLE 34. ASSIGNABILITY

**Paragraph 34.0.** Subrecipient 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 Subrecipient without the prior expressed written consent of County shall at County's sole option terminate this Agreement without any notice to Subrecipient of such termination. Subrecipient binds itself, its successors, assigns, and legal representatives of such other party in respect to all covenants, agreements and obligations contained herein.

## ARTICLE 35. AUDITS AND INSPECTORS

**Paragraph 35.0.** At any time during normal business hours and as often as County may deem necessary, Subrecipient 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.** Subrecipient shall also permit County and/or representative of the County to audit, examine and make copies, excerpts or transcripts from such records of personnel, conditions of employment and other data relating to all matters covered by this Agreement. Subrecipient's records of personnel, conditions of employment, and financial statements (hereinafter "Information") constitute trade secrets and are considered confidential and proprietary by Subrecipient.

**Paragraph 35.2.** Subrecipient shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred on 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 eight 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.

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

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**Paragraph 35.4.** Subrecipient acknowledges and swears by signature below that it has complied with the audit requirements of the "Standards for Audit of Governmental Organizations, Programs, Activities and Functions," issued by the U.S. Comptroller General for all previous contracts awarded under the Ryan White Program; false statement herein constitutes a breach of this contract.

**Paragraph 35.5.** Subrecipient agrees to comply with federal standards for financial management set forth in 45 CFR 75 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards as well as the "Program Manual of Policies and Procedures" and ***FPPN-006: Financial Management***.

**Paragraph 35.6.** Subrecipient agrees to comply with the audit requirements set forth in 45 CFR 75 and with either Paragraph 35.6a or Paragraph 35.6b whichever applies under these guidelines.

> **Paragraph 35.6a.** Subrecipient expending $750,000 or more during the fiscal year in Federal awards must have a Single or Program Specific audit conducted for that year in accordance with 2 CFR 75 Subpart F – Audit Requirements. The audit must be prepared by an independent Certified Public Accountant. Subrecipient must send one copy of the audit to the Ryan White Program Manager and one copy to the Director of Finance, within 180 days following the close of Subrecipient's fiscal year. At the County's discretion, this time period may be extended beyond the 180 days.
>
> **Paragraph 35.6.b.** Subrecipient expending less than $750,000 during the fiscal year in Federal awards agrees to have a financial statement audit conducted annually by an independent Certified Public Accountant and further agrees to send one copy of the audit to the Ryan White Program Manager and one copy to the Director of Finance, Fulton County Government, within 180 days following the close of Subrecipient's fiscal year. At the County's discretion, this time period may be extended beyond the 180 days.

**Paragraph 35.7.** Audit reports shall be submitted to:

| **Director, Department for HIV Elimination** | **Director of Finance** |
|---|---|
| Fulton County Government | Fulton County Government |
| 137 Peachtree Street | 141 Pryor Street, Suite 7001 |
| Atlanta, Georgia 30303 | Atlanta, Georgia 30303 |

**Paragraph 35.8.** Failure to comply with audit request, or any other terms or conditions of this Contract constitutes cause for termination of Contract, cause for rejection of future applications, and requires return of all monies received under this Contract.

## ARTICLE 36. RECORDS

**Paragraph 36.0.** The state and federal governments and the County shall have access to pertinent books, documents, papers and records of the Subrecipient and any sub-Subrecipient respectively, as applicable, for the purposes of verifying, without limitation, the nature and

extent of applicable cost, and making audit examinations, excerpts and transcripts. The parties and their respective subcontractors' record retention requirements are three years from the submission of the final expenditure report. If any litigation, claim or audit is started before the expiration of the three-year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

**Paragraph 36.1.** Intentionally left blank.

**Paragraph 36.2.** Intentionally left blank.

**Paragraph 36.3.** Subrecipient agrees to maintain documentation of positive HIV serostatus in the client's file on-site and shall make these documents available, within the scope of confidentiality, as may be required during any monitoring activity conducted by the County or designee. Documentation of serostatus should occur during the client intake process; however, initiation of enrollment may occur with a preliminary positive test result. Acceptable documentation of positive HIV serostatus shall include, but not be limited to, confirmed positive HIV test results, medical provider's diagnosis, viral load lab results, and/or medical therapies prescribed by a medical provider. Documentation shall be primary or refer to the primary documentation in the form of an official, signed statement from the holder of the primary documentation stating that eligibility has been confirmed (including the name of person/organization verifying eligibility, date, and nature and location of primary documentation).

Subrecipient shall maintain documentation that all provider staff have been informed of Part A eligibility requirements regarding serostatus and acceptable proof of HIV status.

**Paragraph 36.4.** Intentionally left blank.

**Paragraph 36.5.** For each client served with EtHE funds, Subrecipient agrees to maintain documentation of the provider of primary care (as described in the most current version of "***Fulton County Government Ryan White Part A Program Manual***") services in the client's file on-site and shall make these documents available, within the scope of confidentiality, as may be required during any monitoring activity conducted by the County.

**Paragraph 36.6.** To the greatest extent possible, the Subrecipient shall provide services to eligible clients without regard to his/her county of residence within the 20-county EMA. Prior approval from the County must be obtained before Subrecipient may limit availability to anything less than the 20 County EMA.

**Paragraph 36.7.** Subrecipient is required to notify County no less than 24 hours prior to the implementation of any cap on services, limitation of services to serving existing clients only, and/or limitation of new clients to residents of certain geographic areas.

Subrecipient acknowledges that such caps and limitations on clients serve may impact the continuum of care and services for which the Subrecipient is funded under this contract and may result in amendments to this contract and/or changes in funding amounts.

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**Paragraph 36.8.** For each client served, Subrecipient agrees to provide documentation upon request which indicates the Subrecipient's efforts to determine if a client has an eligible third-party payment source (e.g., private insurance, including plans available through the health insurance marketplace, Medicaid, State Children's Health Insurance Plan [SCHIP], and Medicare) and the process for vigorously screening and enrolling clients in all programs for which they are eligible to ensure that Part A funds are the payer of last resort.

Subrecipient shall maintain documentation that all provider staff have been informed of Part A eligibility requirements for determination of third-party payment source and process for vigorously screening and enrolling clients in all programs for which they are eligible to ensure that Part A funds are the payer of last resort.

**Paragraph 36.9.** Subrecipient agrees that Oral Health services should be available to persons living with HIV in the EMA. The Subrecipient should, where practicable, provide Oral Health services to individuals who may or may not receive Primary Care at that site.

**Paragraph 36.10.** Subrecipient agrees to comply with legislative requirements regarding the Medicaid status of providers, specifically that funded providers of Medicaid-reimbursable services must be participating in Medicaid and certified to receive Medicaid payments or able to document efforts underway to obtain such certification.

If Medicaid-covered services are funded, Subrecipient agrees to provide documentation of Medicaid certification.

**Paragraph 36.11.** Income generated from third-party reimbursements, including 340B reimbursements, must be reported as program income and must be directed to programs or services which benefit Part A clients. The Subrecipient must maintain records documenting the type and amount of income received and how expended.

> **Paragraph 36.11.a**. Income generated from payments made by clients in compliance with the sliding fee scale must be reported as program income and must be directed to programs or services which benefit Part A clients. The Subrecipient must maintain records documenting the type and amount of income received and how expended.

**Paragraph 36.12.** Subrecipient shall maintain documentation that that all staff involved in eligibility determination have been provided annual training in eligibility requirements set forth in this contract.

**Paragraph 36.13**. Subrecipient shall maintain documentation that eligibility determination policies and procedures do not consider VA health benefits as the veteran's primary insurance and deny access to Ryan White services citing "payer of last resort". Policies and procedures must classify veterans receiving VA health benefits as uninsured, thus exempting these veterans from the "payer of last resort" requirement.

Subrecipient shall maintain documentation that all staff determining eligibility have been

informed of policies surrounding veterans with VA health benefits.

**Paragraph 36.14.** Subrecipient shall maintain job descriptions and time and effort reports sufficient to document that the activities defined in legislation and guidance as administrative are charged to administration of the program and cost no more than 10% of Contract award amount. Subrecipient is expected to maintain documentation supporting the allocation of employee time to administrative and non-administrative duties.

**Paragraph 36.15.** Subrecipient shall maintain time and effort reports sufficient to document that each employee that is funded with Ryan White Part A funds for an amount less than 100% time and effort (1 Full Time Equivalent) has worked on Part A funded services for an amount no less than the percent of time for which the position is funded.

**Paragraph 36.16.** If Subrecipient uses indirect cost as part or all of its 10% administration costs, Subrecipient shall obtain and keep on file a federally approved HHS-negotiated Certificate of Cost Allocation Plan or Certificate of Indirect Costs.

**Paragraph 36.17.** Subrecipient shall maintain a file or files documenting agency activities for the promotion of HIV services to low-income individuals, including copies of HIV program materials promoting services and explaining eligibility requirements.

**Paragraph 36.18**. Subrecipient shall maintain a reasonable mix of non-traditional hours that best suit the needs of the populations to be served. Non-traditional hours shall include early morning hours, evening hours (after 5:00 pm) and/or weekend hours.

**Paragraph 36.19**. As specified in ***PPPN-001 Client Eligibility***, requiring an individual to have State issued photo identification establishes a lengthy and sometimes costly barrier to care; this also creates an unnecessary barrier to care for undocumented individuals. If Subrecipient's internal policies require State issued photo identification, the lack of such identification shall not delay enrollment in EtHE services, provision of medications, nor result in the discharge of a client from EtHE White Services.

## ARTICLE 37. **ACCOUNTING SYSTEM**

**Paragraph 37.0.** Subrecipient shall have an accounting system, which is established, and maintained in accordance with generally accepted accounting principles. The Subrecipient'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 Subrecipient 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,

approved by the County, and entered on the Minutes of the Board of Commissioners.

## ARTICLE 39. **NOTICES**

**Paragraph 39.0.** All notices shall be in writing and delivered in person or transmitted by certified mail, postage prepaid. A copy may also be emailed.

**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

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

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

DocuSigned by:

Name: Miyesha Cheeks
B215F704D5C7490...

Title: Executive Director

Agency: To Our Shores, Inc

Address: 250 Langley Drive, Suite 1101

City: Lawrenceville State: GA

Zip Code: 30046

## 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, Subrecipient agrees as follows:

**Paragraph 41.0.a.** Subrecipient 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.** Subrecipient will, in all solicitations or advertisements for employees placed by, or on behalf of, Subrecipient 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.** Subrecipient 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 subcontractor, 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 Subrecipient shall be deemed in violation of this Agreement if either is prevented from performing its obligations hereunder for any reason beyond its control, including but not limited to acts of God, civil or military authority, act of public enemy, accidents, fires, explosions, earthquakes, floods or catastrophic failures of public transportation, provided however, that nothing herein shall relieve or be construed to relieve Subrecipient from performing its obligations hereunder in the event of riots, rebellions or legal strikes.

## ARTICLE 43. **TAXES**

**Paragraph 43.0.** The Subrecipient shall pay all sales, retail, occupational, service, excise, old age benefit and unemployment compensation taxes, consumer, use and other similar taxes, as well as any other taxes or duties on the materials, equipment, and labor for the work provided by the Subrecipient which are legally enacted by any municipal, county, state or federal authority, department or agency at the time bids are received, whether or not yet effective. The Subrecipient shall maintain records pertaining to such taxes as well as payment thereof and shall make the same available to the County at all reasonable times for inspection and copying. The Subrecipient shall apply for any and all tax exemptions which may be applicable and shall timely request from the County such documents and information as may be necessary to obtain such tax exemptions. The County shall have no liability to the Subrecipient for payment of any tax from which it is exempt.

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

**Paragraph 44.0.** All permits and licenses necessary for the work shall be secured and paid for by the Subrecipient. If any permit, license or certificate expires or is revoked, terminated, or suspended as a result of any action on the part of the Subrecipient, the Subrecipient shall not be entitled to additional compensation or time.

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## ARTICLE 45. **NON-APPROPRIATION**

**Paragraph 45.0.** This Agreement states the total obligation of the County to the Subrecipient 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 Subrecipient 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.** Subrecipient shall agree that in the performance of this Agreement the Subrecipient will comply with all lawful agreements, if any, which the Subrecipient had made with any association, union, or other entity, with respect to wages, salaries, and working conditions, so as not to cause inconvenience, picketing, or work stoppage.

## ARTICLE 47. **WHISTLEBLOWER PROTECTION**

**Paragraph 47.0.** Subrecipient 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 contactors, 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 Subrecipient 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. Subrecipients 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 Subrecipient, 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 Subrecipient, subcontractor, grantee, or subgrantee who has responsibility to investigate, discover, or address misconduct.

## ARTICLE 48. **ANTI-KICKBACK**

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

**Paragraph 48.1.** Subrecipient shall have in place an "Employee Code of Ethics" and Board Bylaws and policies which includes provisions covering:

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

**Paragraph 48.2.** Subrecipients which are Medicare and Medicaid subgrantees shall have in place the required Corporate Compliance Plan.

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## ARTICLE 49. **CLIENT RIGHTS AND RESPONSIBILITIES**

**Paragraph 49.0.** Subrecipient agrees to provide notification of the agency's Clients Rights and Responsibilities to all clients rendered services in accordance with this Contract. Client files shall include an affirmation signed by the client indicating receipt of information required in this paragraph.

**Paragraph 49.1.** Client Rights and Responsibilities shall include at a minimum:

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

## ARTICLE 50. **TITLE VI COMPLIANCE**

**Paragraph 50.0.** Subrecipient shall designate at its own expense the individual to serve as the Subrecipient's Title VI Coordinator. The Title VI Coordinator shall be the agency's representative who is responsible for the development and implementation of Subrecipient's Title VI Program.

**Paragraph 50.1**. 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 50.2.** During the performance of this contract, Subrecipient, for itself, its assignees, and successors in interest agree as follows:

> **Paragraph 50.2.a. Compliance with Regulations.** Subrecipient shall comply with the Regulations relative to nondiscrimination in federally assisted programs of, Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
>
> **Paragraph 50.2.b. Nondiscrimination** Subrecipient, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurement of

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

A. **Solicitations for Subcontracts, Including Procurement of Materials and** Equipment
B. In all solicitations either by competitive bidding or negotiations made by the Subrecipient for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Subrecipient of the Subrecipient's obligations under this contract and the Regulations relative to nondiscrimination on the ground of race, color, sex, or national origin.
C. Information and Reports
D. The Subrecipient shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by Fulton County to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a Subrecipient is in the exclusive possession of another who fails or refuses to furnish this information, the Subrecipient shall so certify to Fulton County as appropriate, and shall set forth what efforts it has made to obtain the information.
E. Sanctions for Noncompliance: In the event of the Subrecipient'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 Subrecipient under the contract until the Subrecipient complies; and/or
    - Cancellation, termination, or suspension of the contract, in whole or in part.
F. Incorporation of Provisions: The Subrecipient 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 Subrecipient 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. Provided, however, that in the event a Subrecipient becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Subrecipient may request Fulton County enter into such litigation to protect the interests of the state and, in addition, the Subrecipient may request the United States.

**Paragraph 50.3.** Subrecipient shall provide the following language services to inform persons with Low English Proficiency (LEP) of free services that are available. This information will be provided in a notice in a language that LEP persons will understand:

- Posting signs in areas where the public is likely to read them. These signs will be posted at the front-desk reception area to notify LEP individuals of available services and how to obtain these services.
- Stating in outreach documents (brochures, booklets, pamphlets, and flyers) that language services are available.
- Working with community-based organizations to inform LEP persons of the language assistance availability.
- Including notices in local newspapers in languages other than English.
- Providing notices in non-English language radio and television stations about the availability of language assistance services for important events.
- Using a telephone voice mail menu (if available) in the most common languages
- The vital documents that need to be translated are public involvement, financial information, public information and local assistance. The county will also consider these other vital documents that may require translation/interpretation:
  - Applications or instructions on how to participate in a program or activity or to receive benefits or services.
  - Consent forms.

## ARTICLE 51. **NATIONAL MONITORING STANDARDS**

**Paragraph 51.0.** Subrecipient shall comply with HRSA's monitoring standards including: Part A Program Fiscal Monitoring Standards, Part A Program Monitoring Standards, and Universal Monitoring Standards (https://careacttarget.org/library/part-and-b-monitoring-standards).

## ARTICLE 52. **UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS**

**Paragraph 52.0**. As applicable, Subrecipient shall comply with 2 CFR 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and 45 CFR 75 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards.

**SIGNATURES FOLLOW**

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

FULTON COUNTY, GEORGIA

By: DocuSigned by: Robert L. Pitts BA715B1A26544E7... 09/08/2023

Robert L. Pitts, Chairman
Board of Commissioners

Date

Attest:

DocuSigned by: Tonya Grier EEC476C4837648D...

Tonya Grier
Fulton County Clerk to the Commission

ITEM#: 2023-0527 Date: 8/16/2023

APPROVED AS TO FORM:

DocuSigned by: David Lowman 0EC92EDADEFB4B8...

Office of the County Attorney

APPROVED AS TO CONTENT:

DocuSigned by: 340753F150D0432...

Jeff Cheek, Director
Department for HIV Elimination

SUBRECIPIENT:

To Our Shores, Inc

Agency Name

By: Miyesha Cheeks

Typed Name

Executive Director

Title

DocuSigned by: Miyesha Cheeks B215F704D5C7490...

Signature

09/07/2023

Date

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# EXHIBIT A23

## FY2023 WORK PLAN GOALS AND OBJECTIVES TIED TO APPROVED BUDGET

**(SEE END OF DOCUMENT)**

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# EXHIBIT B23

## FY2023 APPROVED BUDGET AND BUDGET JUSTIFICATION TIED TO GOALS AND OBJECTIVES

**(SEE END OF DOCUMENT)**

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# EXHIBIT A24

## FY24 WORK PLAN GOALS AND OBJECTIVES TIED TO APPROVED BUDGET

**(TO BE APPENDED TO THIS AGREEMENT IN 2024)**

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# EXHIBIT B24

## APPROVED BUDGET AND BUDGET JUSTIFICATION TIED TO GOALS AND OBJECTIVES

**(TO BE APPENDED TO THIS AGREEMENT IN 2024)**

**EXHIBIT C**

**INDIVIDUAL/FAMILY ANNUAL GROSS INCOME AND TOTAL ALLOWABLE ANNUAL CHARGES**

**HHS POVERTY GUIDELINES FOR 2021[2]**

| Family Size | 100% | 200% | 300% | 400% |
|---|---|---|---|---|
| 1 | $12,880 | $25,760 | $38,640 | $51,520 |
| 2 | $17,420 | $34,840 | $52,260 | $69,680 |
| 3 | $21,960 | $43,920 | $65,880 | $87,840 |
| 4 | $26,500 | $53,000 | $79,500 | $106,000 |
| 5 | $31,040 | $62,080 | $93,120 | $124,160 |
| 6 | $35,580 | $71,160 | $106,740 | $142,320 |
| 7 | $40,120 | $80,240 | $120,360 | $160,480 |
| 8 | $44,660 | $89,320 | $133,980 | $178,640 |

For families/households with more than 8 persons, add $4,540 for each additional person

| INDIVIDUAL/FAMILY ANNUAL GROSS INCOME | TOTAL ALLOWABLE ANNUAL CHARGES |
|---|---|
| Equal to or below the Official Poverty Level | No Charges Permitted |
| 101 to 200 Percent of the Official Poverty Level | 5% or less of Gross Income |
| 201 to 300 Percent of the Official Poverty Level | 7% or less of Gross Income |
| More than 300 Percent of the Official Poverty Level | 10% or less of Gross Income |

[2] The 2021 poverty guidelines are in effect as of January 13, 2021 Federal Register Notice, February 1, 2021 - Full text.

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**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.

Subrecipients 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.

Subrecipients 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 applicant, defined as the primary participant does comply in accordance with the above stated policy of nondiscrimination of Fulton County. The applicant 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: Miyesha Cheeks B215F704D5C7490... |
| TITLE OF AUTHORIZED CERTIFYING OFFICIAL: | Executive Director |
| APPLICANT ORGANIZATION: | To Our Shores, Inc |
| DATE: | 09/07/2023 |

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# EXHIBIT E

## Certifications PHS-5161-1

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OMB Approval No. 0920-0428

# 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, In eligibility, 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, dis-pensing, 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
  (4) 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

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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 notification 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
200 Independence Avenue, S.W., Room 517-D
Washington, D.C. 20201

## 3. 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 undersigned, 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.

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## 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 an mental health of the American people.

| SIGNATURE OF CERTIFYING OFFICIAL | TITLE |
|---|---|
| DocuSigned by: Miyesha Cheeks B215F704D5C7490... | Executive Director |
| APPLICANT ORGANIZATION | DATE SUBMITTED |
| To Our Shores, Inc | 09/07/2023 |

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# EXHIBIT F

OMB Approval No. 0348-0040

## ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

**PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.**

**NOTE:** Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.

2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the DavisBacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327333), regarding labor standards for federally-assisted construction subagreements.

10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

| SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL | TITLE |
|---|---|
| DocuSigned by: Miyeshia Cheeks B215F704D5C7490... | Executive Director |
| APPLICANT ORGANIZATION | DATE SUBMITTED |
| To Our Shores, Inc | 09/07/2023 |

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# EXHIBIT G

## Compliance with Legislative Mandates

As the duly authorized representative of Contractor/Subrecipient, I certify that the Contractor/Subrecipient:

(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 subrecipients 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.[3]

(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 subrecipients shall not use federal grant funds to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography.

(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

[3] 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.

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 | Title |
|---|---|
| DocuSigned by: Miyesha Cheeks B215E704D5C7490... | Executive Director |
| Organization | Date |
| To Our Shores, Inc | 09/07/2023 |

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EXHIBIT H

FEDERAL AWARD REPORTING DATA

**TIMELINE FOR SUBMISSION OF KEY CONTRACT DOCUMENTS**

A. Within 30 calendar days after execution of this contract:
   1. Subrecipient Financial Operations Policy and Procedures Manual if not previously submitted or if revised since last submission – may be submitted electronically to ryanwhiteprogram@fultoncountyga.gov.
   2. Most recent audited annual Financial Statement if not previously submitted; if total expenditures associated with federal funding exceed $750,000 a year, a Single Audit report is required. May be submitted electronically to ryanwhiteprogram@fultoncountyga.gov.
   3. The name(s) of designee(s) referenced in Paragraphs 8.17.-8.21. must be entered into e2Fulton.
   4. Line-item budgets by priority service category and service units must be entered into e2Fulton.
   5. Any Business Associates Agreements pursuant to **Paragraph 25 Confidentiality and Health Insurance Portability and Accountability Act (HIPAA) Compliance.**

B. By May 1: Within 60 calendar days after execution of this contract:

   6. Annual Quality Management Plan shall be submitted via e2Fulton.

C. With first request for reimbursement:
   7. Subrecipient's Grievance Procedures unless submitted in the last two years. Subrecipient will include, with each monthly expenditure report, a summary of any complaint filed under this process as well as current status of, and final disposition of, any such complaint.

D. With Final Invoice:
   8. 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.

# EXHIBIT A: FY2023 EHE WORK PLAN

| | | | | | |
|---|---|---|---|---|---|
| **WORK PLAN** – To Our Shores Inc. | | | | | |
| **Priority Category** | OAHS EtHE- Capacity Building | Total funding requested in this category: | | $413,267 | |
| **Service Targets** | Target number of unduplicated clients | 33 | Target number of units/visits *(Include unit value, ie. 50 visits or 50 one-way trips)* | | 132 |
| **Care Continuum Impact** | Linkage | Prescription of ART | Viral Suppression | Engagement | Retention |
| Does this goal focus on persons in care, but not virally suppressed? | | | | | Yes |
| **EHE Goal # and Goal** | Goal 1. Increase access to care to ensure PLWH receive treatment rapidly | | | | |
| **Objective # & Objective** | **Objective 2.3 Achieve and maintain viral suppression.** | | | | |

| Key Action Steps | Timeline | Person(s) Responsible | Progress Measure(s) |
|---|---|---|---|
| 1) Provide outpatient ambulatory medical HIV care services to eligible clients during a 12-month period and primary care. | March 1, 2023-February 28, 2024 | Physician & Executive Director Nurse Practitioner of strategic Operations/Clinical Quality/Medical Services & Director of Nursing Services/Outreach | By the end of FY 23, TOSI will provide NTH-OAHS services to at least 95% of clients (n=31/33) on at least a semi-annual basis. |
| 2) Provide laboratory services to client to verify adherence and viral load suppression. | March 1, 2023-February 28, 2024 | Executive Director Nurse Practitioner of strategic Operations/Clinical Quality/Medical Services -Nurse Practitioner & | By the end of FY 23, 90% (n=30/33) of clients will receive laboratory service. |

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| | | | |
|---|---|---|---|
| | | Medical Assistant/Benefits/ADAP/CAREWare<br>&<br>Director of Nursing Services/Outreach | |
| 3) Establish extended morning and evening hours to foster retention in care. | March 1, 2023-February 28, 2024 | Deputy Executive Director of Program/Data/Prevention – Program Coordinator | By the end of FY 23, 65%(n=21/33) of clients will participate in extended morning and evening hours services. |
| 4) Schedule appointments and make reminder calls to clients. | March 1, 2023-February 28, 2024 | Client Support/Referral Manager<br>&<br>Medical Assistant/ Benefits/ADAP/CAREWare Manager | By the end of FY 23, 90%(n=30/33) of clients will show up to their scheduled appointment(s). |
| 5) Provide opportunities for clients' to be involve in their care plan and the program. | March 1, 2023-February 28, 2024 | Deputy Executive Director of Program/Data/Prevention – Program Coordinator<br>&<br>Client Support/Referral Manager | By the end of FY 23, 75%(n=25/33) of clients will participate in Customer Satisfactory Surveys and Lunch and Learn. |
| 6) Provide ADAP and other resource services. | March 1, 2023-February 28, 2024 | Deputy Executive Director of Program/Data/Prevention – Program Coordinator<br>& | By the end of FY 23, 85% (n=28/33) of clients will receive |

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| | | | |
|---|---|---|---|
| | | Medical Assistant/ Benefits/ADAP/CAREWare Manager | ADAP service. |
| 7) Enter clients' data into e2Fulton. | March 1, 2023-February 28, 2024 | Deputy Executive Director of Program/Data/Prevention – Program Coordinator<br>&<br>Medical Assistant/ Benefits/ADAP/CAREWare Manager | By the end of FY 23, 95%(n=31/33) of clients' data will be entered into e2Fulton. |

# EXHIBIT A: FY2023 EHE WORK PLAN

| | | | | | |
|---|---|---|---|---|---|
| **WORK PLAN** – To Our Shores Inc. | | | | | |
| **Priority Category** | TRANSP EtHE- Capacity Building | Total funding requested in this category: | | $7,441 | |
| **Service Targets** | Target number of unduplicated clients | 25 | Target number of units/visits *(Include unit value, ie. 50 visits or 50 one-way trips)* | | 40 |
| **Care Continuum Impact** | Linkage | Prescription of ART | Viral Suppression | Engagement | Retention |
| Does this goal focus on persons in care, but not virally suppressed? | | | | | Yes |
| **EHE Goal # and Goal** | Goal 1. Increase access to care to ensure PLWH receive treatment rapidly | | | | |
| **Objective # & Objective** | **Objective 2.3 Achieve and maintain viral suppression.** | | | | |

| Key Action Steps | Timeline | Person(s) Responsible | Progress Measure(s) |
|---|---|---|---|
| 1) Uber Health & Lyft Concierge services will be provided to clients scheduled for NTH-OAHS during a 5-month period. | March 1, 2023-February 28, 2024 | Client Support/Referral Manager & Deputy Executive Director of Program/Data/Prevention – Program Coordinator | By the end of FY 23, 95%(n=19/20) TOSI will provide a one-time Uber or Lyft ride to clients, to and from their medical appointment. |
| 2) Gwinnett and Marta Transit passes will be provided to clients scheduled for NTH-OAHS during a 5-month period. | March 1, 2023-February 28, 2024 | Client Support/Referral Manager & Deputy Executive Director of Program/Data/Prevention – Program Coordinator | By the end of FY 23, 95%(n=19/20) TOSI will provide Gwinnett Transit and Marta passes to clients, to and from their medical appointment. |

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# EXHIBIT A: FY2023 EHE WORK PLAN

| | | | | | |
|---|---|---|---|---|---|
| **WORK PLAN** – To Our Shores Inc. | | | | | |
| **Priority Category** | Quality Management | | Total funding requested in this category: | | $25,916 |
| **Service Targets** | Target number of unduplicated clients | - | Target number of units/visits *(Include unit value, ie. 50 visits or 50 one-way trips)* | | - |
| **Care Continuum Impact** | Linkage | Prescription of ART | Viral Suppression | Engagement | Retention |
| Does this goal focus on persons in care, but not virally suppressed? | | | | | Yes |
| **EHE Goal # and Goal** | Goal 1. Increase access to care to ensure PLWH receive treatment rapidly | | | | |
| **Objective # & Objective** | **Objective 2.3 Achieve and maintain viral suppression.** | | | | |

| Key Action Steps | Timeline | Person(s) Responsible | Progress Measure(s) |
|---|---|---|---|
| 1) Create the Quality Improvement Plan | March 1, 2023-February 28, 2024 | Executive Director Nurse Practitioner of Strategic Operations/Clinical Quality/Medical Services & Deputy Executive Director of Program/Data/Prevention | By the end of the EHE contract period, TOSI will develop a Quality Improvement Plan for the program. |
| 2) Participate in the EHE, Monthly Quality Management Meeting. March 1, 2023 – February 28, 2024 Executive Director Nurse Practitioner of Strategic Operations/Clinical Quality/Medical Services & Deputy Executive Director of Program/Data/Prevention | March 1, 2023 – February 28, 2024 | Executive Director Nurse Practitioner of Strategic Operations/Clinical Quality/Medical Services & Deputy Executive Director of Program/Data/Prevention | By the end of the EHE contract period, TOSI will participate in the Monthly Quality Management Meeting. |
| 3) Oversee TOSI Quality Improvement Program. | March 1, 2023 – February 28, 2024 | Executive Director Nurse Practitioner of Strategic Operations/Clinical Quality/Medical Services & Deputy Executive Director of | By the end of the EHE contract period, TOSI will have a solid Quality Improvement Program. |

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| | | | |
|---|---|---|---|
| | | Program/Data/Prevention | |
| 4) Develop the Quality Improvement Work Plan for TOSI's Quality Program, listing all the activities of the project. | March 1, 2023 – February 28, 2024 | Executive Director Nurse Practitioner of Strategic Operations/Clinical Quality/Medical Services & Deputy Executive Director of Program/Data/Prevention | By the end of the EHE contract period, TOSI will develop a Work Plan complete with activities for the Ryan White Program Quality Improvement Plan. |

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# EXHIBIT A: FY2023 EHE WORK PLAN

| | | | | | |
|---|---|---|---|---|---|
| **WORK PLAN** – To Our Shores Inc. | | | | | |
| **Priority Category** | PS EtHE- Capacity Building | | Total funding requested in this category: | $41,990 | |
| **Service Targets** | Target number of unduplicated clients | 36 | Target number of units/visits *(Include unit value, ie. 50 visits or 50 one-way trips)* | | 90 |
| **Care Continuum Impact** | Linkage | Prescription of ART | Viral Suppression | Engagement | Retention |
| Does this goal focus on persons in care, but not virally suppressed? | | | | | Yes |
| **EHE Goal # and Goal** | Goal 1. Increase access to care to ensure PLWH receive treatment rapidly | | | | |
| **Objective # & Objective** | **Objective 2.3 Achieve and maintain viral suppression.** | | | | |

| Key Action Steps | Timeline | Person(s) Responsible | Progress Measure(s) |
|---|---|---|---|
| 1) ART adherence education | March 1, 2023-February 28, 2024 | Peer Educator | • By the end of the EHE contract period, 100% (n=45/45) of clients will receive ART adherence education. |
| 2) Facilitate Consumers Advisory Board | March 1, 2023-February 28, 2024 | Peer Educator | • By the end of the EHE contract period, 100% (n=45/45) of clients will participant. |
| 3) Provide new client intake and orientation | March 1, 2023-February 28, 2024 | Peer Educator | • By the end of the EHE contract period, 100% (n=45/45) of new clients will participate in intake and orientation process. |
| 4) Facilitate Lunch and Learn | March 1, 2023-February 28, 2024 | Peer Educator | • By the end of the EHE contract period,90% |

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| | | | |
|---|---|---|---|
| | | | (n=40/45) will participant in Lunch and Learn. |

| | | | | | |
|---|---|---|---|---|---|
| **WORK PLAN** – To Our Shores Inc. | | | | | |
| **Priority Category** | OH EtHE- Capacity Building | Total funding requested in this category: | | $30,000 | |
| **Service Targets** | Target number of unduplicated clients | 40 | Target number of units/visits *(Include unit value, ie. 50 visits or 50 one-way trips)* | | 80 |
| **Care Continuum Impact** | Linkage | Prescription of ART | Viral Suppression | Engagement | Retention |
| Does this goal focus on persons in care, but not virally suppressed? | | | | | Yes |
| **EHE Goal # and Goal** | Goal 1. Increase access to care to ensure PLWH receive treatment rapidly | | | | |
| **Objective # & Objective** | **Objective 1.2 Enhance and improve capacity of services and infrastructure for quality care.** | | | | |

| Key Action Steps | Timeline | Person(s) Responsible | Progress Measure(s) |
|---|---|---|---|
| 1) Ensure that clients are referred to the dentist and oral health treatment plans are reviewed. | March 1, 2023-February 28, 2024 | Deputy Director of Program, Data, Prevention/ Program Coordinator & Peer Educator | • By the end of the EHE contract period, 95%(n=37/40) of clients who meet the eligibility requirements will be referred to receive oral health services. |
| 2) Ensure that clients receive a dental appointment once during the 12-month period. | March 1, 2023-February 28, 2024 | Deputy Director of Program, Data, Prevention/Program Coordinator & Peer Educator & Medical Assistant/Benefits/ | • By the end of the EHE contract period, 95%(n=37/40) of clients who meet the eligibility |

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| | | | |
|---|---|---|---|
| | | Benefits/ADAP/CAREWare Manager | requirements will receive an appointment to see the dentist. |
| 3) Ensure that services listed on the clients' oral health treatment plan are performed. | March 1, 2023-February 28, 2024 | Executive Director Nurse Practitioner of strategic Operations/Clinical Quality/Medical Services/ Nurse Practitioner & Deputy Executive Director of Program, Data, Prevention/ Program Coordinator | • By the end of the EHE contract, 100% (n=40/40) of clients' treatment plans will be reviewed and accepted.<br>• By the end of the EHE contract period, 100% (n=40 /40) |

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## EXHIBIT B23: FY2023 APPROVED BUDGET AND BUDGET JUSTIFICATION

**Priority Category Summary**

| Category | Linguistic Services | Medical Transportation | Oral Health Care | Outpatient/Am | Psychosocial S | Quality Manag | Total | Contingency | Award Amount |
|---|---|---|---|---|---|---|---|---|---|
| Personnel | $0.00 | $0.00 | $0.00 | $259,748.00 | $34,992.00 | $21,597.00 | **$316,337.00** | | |
| Fringe | $0.00 | $0.00 | $0.00 | $47,528.00 | $6,998.00 | $4,319.00 | **$58,845.00** | | |
| Client Travel | $0.00 | $7,441.00 | $0.00 | $0.00 | $0.00 | $0.00 | **$7,441.00** | | |
| Staff Travel | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | **$0.00** | | |
| Equipment | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | **$0.00** | | |
| Contractual | $0.00 | $0.00 | $0.00 | $10,854.00 | $0.00 | $0.00 | **$10,854.00** | | |
| Supplies | $0.00 | $0.00 | $0.00 | $38,391.00 | $0.00 | $0.00 | **$38,391.00** | | |
| Other | $0.00 | $0.00 | $30,000.00 | $56,746.00 | $0.00 | $0.00 | **$86,746.00** | | |
| **Total** | **$0.00** | **$7,441.00** | **$30,000.00** | **$413,267.00** | **$41,990.00** | **$25,916.00** | **$518,614.00** | **$44,834.00** | **$563,448.00** |
| Administrative | $0.00 | $0.00 | $1,200.00 | $17,961.00 | $1,680.00 | $1,036.00 | **$21,877.00** | **$0.00** | **$0.00** |

**Personnel Full Time**

| Position # | Priority Category | Position Title | Employee Name | Rate #1 Total Monthly | FTE | Number of Mo | Subtotal | Cost Total | Percentage of | Salary Total | Fringe Rate | Fringe Total | Line Item Tota | Admin Percent | Admin Total | Goal | Justification |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 1 | Outpatient/Ambulatory H | Executive Director Nurse p | Miyesha Cheeks | $8,441.30 | 0.90 | 12.00 | $91,166.04 | $91,166.04 | 100.00% | $91,166.00 | 20.0000% | $18,233.00 | $109,399.00 | 4.00% | $4,376.00 | 2.3.3 | Provide outpatient ambulatory medical HIV care services to include diagnosing and treatment mangement to eligible clients twice during a 12- |
| 2 | Outpatient/Ambulatory H | Deputy Director of Progra | Hawa Kone | $7,165.12 | 0.80 | 12.00 | $68,785.15 | $68,785.15 | 100.00% | $68,785.00 | 20.0000% | $13,757.00 | $82,542.00 | 4.00% | $3,302.00 | 2.3.3 | Establish extended morning, evening, and weekend hours for telehealth services to foster retention in care. Provide ADAP services to clients through |
| 3 | Outpatient/Ambulatory H | Director of Nursing Servic | Jennifer Legay | $2,083.33 | 0.40 | 12.00 | $9,999.98 | $9,999.98 | 100.00% | $10,000.00 | 20.0000% | $2,000.00 | $12,000.00 | 4.00% | $480.00 | 2.3.3 | Provide outpatient ambulatory medical HIV care services to include |
| 4 | Outpatient/Ambulatory H | Medical Assistant/Benefit | Michelle Hernandez | $2,916.67 | 0.40 | 12.00 | $14,000.02 | $14,000.02 | 100.00% | $14,000.00 | 20.0000% | $2,800.00 | $16,800.00 | 4.00% | $672.00 | 2.3.3 | Work patients up for provider, administer medications per provider order, draw ordered blood work as ordered, make appointment reminder calls, |
| 5 | Outpatient/Ambulatory H | Client Support/Referral M | Vacant | $2,082.90 | 0.60 | 12.00 | $14,996.88 | $14,996.88 | 100.00% | $14,997.00 | 7.6500% | $1,147.00 | $16,144.00 | 4.00% | $646.00 | 2.3.3 | Schedule patient appointments with specialtys as referred by provider and make reminder calls to clients. |
| 6 | Outpatient/Ambulatory H | Physician | Earl Joyner | $1,733.34 | 1.00 | 12.00 | $20,800.08 | $20,800.08 | 100.00% | $20,800.00 | 7.6500% | $1,591.00 | $22,391.00 | 6.00% | $1,343.00 | 2.3.3 | Provides consultation to Nurse Practitioners providing outpatient |
| 8 | Outpatient/Ambulatory H | Medical Assistant | Markia Maddox | $3,333.33 | 1.00 | 12.00 | $39,999.96 | $39,999.96 | 100.00% | $40,000.00 | 20.0000% | $8,000.00 | $48,000.00 | 4.00% | $1,920.00 | 1.2.3 | -Obtain, review and document patient medical history and record vital signs in EMR. -Prepare patients for examination and assist the physician during |
| 7 | Psychosocial Support Serv | Peer Educator | George Webb | $2,916.00 | 1.00 | 12.00 | $34,992.00 | $34,992.00 | 100.00% | $34,992.00 | 20.0000% | $6,998.00 | $41,990.00 | 4.00% | $1,680.00 | 3.2.1 | Provide peer counseling to patient; medication adherence education and |
| 1 | Quality Management | Executive Director NurseP | Miyesha Cheeks | $8,442.00 | 0.10 | 12.00 | $10,130.40 | $10,130.40 | 100.00% | $10,130.00 | 20.0000% | $2,026.00 | $12,156.00 | 4.00% | $486.00 | 2.1.2 | Develop a Work Plan complete with activities for the Ryan White Program |
| 2 | Quality Management | Deputy Director of Progra | Hawa Kone | $4,778.00 | 0.20 | 12.00 | $11,467.20 | $11,467.20 | 100.00% | $11,467.00 | 20.0000% | $2,293.00 | $13,760.00 | 4.00% | $550.00 | 2.1.2 | Participate in the Monthly Quality Management Meeting. |

**Medical Transportation**

| Priority Category | Line Item | Sub-Line Item | Cost Per One-Way Trip | Trips Per Mont | Number of Mo | Number of Clie | Line Item Tota | Goal | Justification |
|---|---|---|---|---|---|---|---|---|---|
| Medical Transportation | Rapid Transit | Bus/Train System (MARTA | $0.00 | 4.00 | 12.00 | 8.00 | $0.00 | 1.2.3 | Cost/trip is set fare for Gwinnett County Transit and MARTA Transit Authority. [(Cost per one-way trip x 2) x 3 clients per month] |
| Medical Transportation | On Demand Car Service | Car Service | $18.79 | 3.00 | 12.00 | 11.00 | $7,441.00 | 1.2.3 | Uber Health & Lyft Concierge calculates the cost/trip fare using the expected time and distance of the trip and local traffic, as well as how many riders and nearby drivers are using the app at that time. |

**Contractual**

| Priority Category | Line Item | Sub-Line Item | Method of Calculation | Cost Per Mont | Number of Mo | Cost Per Unit | Number of Uni | Cost Subtotal | Percentage Ch | Line Item Tota | Admin Percent | Admin Total | Goal | Justification |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Outpatient/Ambulatory H | Space | Rent | Cost Per Month | $904.50 | 12.00 | $0.00 | 0.00 | $10,854.00 | 100.00% | $10,854.00 | 10.00% | $1,085.00 | 2.3.3 | 1000 per month x 50% of office space used for EtHE |

**Supplies**

| Priority Category | Line Item | Sub-Line Item | Method of Calculation | Cost Per Mont | Number of Mo | Cost Per Unit | Number of Uni | Cost Subtotal | Percentage Ch | Line Item Tota | Admin Percent | Admin Total | Goal | Justification |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Outpatient/Ambulatory H | Supplies | ADAP Formulary Medicati | Cost Per Month | $2,166.66 | 12.00 | $0.00 | 0.00 | $25,999.92 | 100.00% | $26,000.00 | 5.00% | $1,300.00 | 2.3.3 | Stop gap ARV medications to be purchased at the 340b rates |
| Outpatient/Ambulatory H | Supplies | Non-ADAP Formulary Med | Cost Per Month | $234.58 | 12.00 | $0.00 | 0.00 | $2,814.96 | 100.00% | $2,815.00 | 5.00% | $141.00 | 2.3.3 | Non-ADAP Formulary Medications to be purchased at the 340b rates |
| Outpatient/Ambulatory H | Supplies | Medical Supplies | Cost Per Month | $603.50 | 12.00 | $0.00 | 0.00 | $7,242.00 | 100.00% | $7,242.00 | 5.00% | $362.00 | 2.3.3 | Purchase syringes, cotton, bandaids, needles, table covers, masks, sanitizers, face shields, gowns, exam table paper and other medical supplies as required by the program |
| Outpatient/Ambulatory H | Supplies | Office Supplies | Cost Per Month | $194.49 | 12.00 | $0.00 | 0.00 | $2,333.88 | 100.00% | $2,334.00 | 100.00% | $2,334.00 | 2.3.3 | Purchase pens, pencils, writing pads, staples, ink pads, reams of paper, and more office supplies as required for the program |

**Other**

| Priority Category | Line Item | Sub-Line Item | Method of Calculation | Cost Per Mont | Number of Mo | Cost Per Unit | Number of Uni | Cost Subtotal | Percentage Ch | Line Item Tota | Admin Percent | Admin Total | Goal | Justification |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Linguistic Services | Other | Language Interpretation | Cost Per Month | $0.00 | 0.00 | $0.00 | 0.00 | $0.00 | 0.00% | $0.00 | 0.00% | $0.00 | 1.3.3 | Language Interpretation for 3 patients per month ($34.53 per client x 3 clients per month) |
| Oral Health Care | Oral Health | Providing Dental Care to P | Cost Per Month | $2,500.00 | 12.00 | $0.00 | 0.00 | $30,000.00 | 100.00% | $30,000.00 | 4.00% | $1,200.00 | 1.1.2 | Provide oral health services to eligible patients. |
| Outpatient/Ambulatory H | Other | Biohazard Waste Removal | Cost Per Month | $0.00 | 12.00 | $0.00 | 0.00 | $0.00 | 100.00% | $0.00 | 0.00% | $0.00 | 2.3.3 | Cost of Biohazard Waste Removal per month |
| Outpatient/Ambulatory H | Other | Laboratory Service Fee | Cost Per Month | $4,728.83 | 12.00 | $0.00 | 0.00 | $56,745.96 | 100.00% | $56,746.00 | 0.00% | $0.00 | 2.3.3 | Laboratory Service Fees for 20 patients |