



Ending
the
HIV
Epidemic

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

Atlanta Eligible Metropolitan Atlanta Area

THIS AGREEMENT, entered into this 1st day of September 2020 through February 28, 2026 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 AIDS Healthcare Foundation, Inc. (hereinafter referred to as "**Subrecipient**").

WITNESSETH:

WHEREAS, the County, as the recipient of the Ryan White Part A funds for the 20-County Atlanta Eligible Metropolitan Area ("**EMA**"), as defined in 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 #19-0818 (RM 10/16/2019) and #20-0669 (10/7/2020); and

WHEREAS, the County, has recommended funding to AIDS Healthcare Foundation, Inc. to facilitate the approved program for a total not to exceed \$120,692.00 per year for each of five years 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 A: Work Plan Goals and Objectives tied to Approved Budget
- EXHIBIT B: 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

Paragraph 1.1. The foregoing documents constitute the entire Agreement of the parties pertaining to the Project hereof and is intended as a complete and exclusive statement of promises, representations, discussions and agreements oral or otherwise that have been made in connection therewith. No modifications or amendment to this Agreement shall be binding upon the parties unless the same is in writing, conforms to Fulton County Policy and Procedure 800-6 governing change orders, is signed by the County's and the Subrecipient's duly authorized representatives.

Paragraph 1.2. If any portion of the Contract Documents shall be in conflict with any other portion, the various documents comprising the Contract Documents shall govern in the following order of precedence: 1) the Agreement, 2) 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 A: *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 AIDS Healthcare Foundation, Inc. to render the services defined and required herein.

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

Paragraph 3.3. Subrecipient represents that AIDS Healthcare Foundation, 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. 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 A: *Work Plan Goals and Objectives tied to Approved Budget*.

Paragraph 4.1. 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 20RW0610-MH FY20 EtHE RWHAP Services and with the goals and objectives approved by the County which are described in EXHIBIT A: *Work Plan Goals and Objectives tied to Approved Budget*.

Paragraph 4.2. Subrecipient agrees to designate an individual or individuals to fully participate in the Metropolitan Atlanta HIV Health Services Planning Council's Comprehensive Plan, Assessment and Quality Management processes. The name(s) of designee(s) 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. Notification of changes in the individual(s) serving as the designees shall be provided in writing to the Department for HIV Elimination no later than 14 days after the

change.

Paragraph 4.3. Subrecipient agrees to participate in the needs assessment processes to provide information that will lead to the development of a continuous quality improvement system.

Paragraph 4.4. Subrecipient agrees to undertake and maintain quality management program(s) and quality service indicators for each EtHE 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). 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.

Paragraph 4.5. Subrecipient agrees to undertake its own client satisfaction surveys to monitor the quality of the services provided and to measure the level of consumer satisfaction. Survey results, analysis, and use of results shall be submitted with the second Quarterly Progress Report.

Paragraph 4.6. 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 4.7. Subrecipient agrees to administer the EMA's program-wide standardized client satisfaction surveys as requested.

Paragraph 4.8. Subrecipient agrees that in the performance of the Agreement, it will comply with all lawful agreements, if any, which the Subrecipient has made with any association, union, or other entity, with respect to wages, salaries, and working conditions, so as not to cause inconvenience, picketing or work stoppage.

Paragraph 4.9. Subrecipient agrees to comply with Fulton County's non-discrimination policy as set forth in EXHIBIT D: *Non-Discrimination Policy of Fulton County, Georgia*

ARTICLE 5. MODIFICATIONS

Paragraph 5.0. No amendment to this Agreement shall be binding upon the parties unless the same is in writing, approved by the Director, Department for HIV Elimination or his or her designee

and the Subrecipient's duly authorized representative noted in Paragraph 3.2.

Paragraph 5.1. No modification to this Agreement shall be binding upon the parties unless the same is in writing, approved by the Director, Department for HIV Elimination or his or her designee and the Subrecipient's duly authorized fiscal designee and programmatic designee.

Paragraph 5.2. The Director, Department for HIV Elimination is hereby authorized to approve and execute Ryan White contract modifications for renewals of this Agreement provided the renewal is at the same terms and conditions as the original Agreement, with no intervening changes. However, the Director, Department for HIV Elimination may approve modifications to add program requirements that are directly passed down from Health Resources and Services Administration ("HRSA"), as the funding agency.

ARTICLE 6.0. CONTRACT TERM

Paragraph 6.0. This agreement is effective upon execution of the contract for a five year term ending on February 28, 2026.

ARTICLE 7. REPORTING REQUIREMENTS

Paragraph 7.0. Subrecipient agrees to participate in the centralized Ryan White data system for tracking all individuals who receive services supported by EtHE 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 CAREWare provided by the County or be able to import required data into the most current version of CAREWare.

Until otherwise notified by the County in writing Subrecipient must submit the Ryan White Data Report (RDR) with each Quarterly Progress Report.

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

Subrecipient must submit a current RSR, Data Validation Report and Completeness Report with each Quarterly Progress Report. Subrecipient must submit a plan and timeline for correcting errors, warnings, or alerts and an explanation for those which cannot/should not be corrected.

Paragraph 7.1. Subrecipient agrees to provide monthly expenditure and quarterly programmatic reports as described and requested by County to document progress toward implementation of the approved program activities and services in accordance with the requirements of the Ryan White Program and other applicable regulations.

Paragraph 7.2. Subrecipient agrees to submit Quarterly Progress Reports which shall consist of, but not be limited to, narrative and quantitative information indicating progress toward meeting goals and objectives as well as the number and demographic characteristics of clients served not later than the 20th business day after the close of the 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.

Paragraph 7.2.a. All quarterly progress reports must be submitted to Subrecipient's assigned County Project Officer on the "Quarterly Report Form" included in the "*Program Manual of Policies and Procedures*" incorporated herein by reference and 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. The "Quarterly Report Form" must be signed by your agency's **Programmatic, Fiscal and Data Designees**. Reports should be mailed, delivered, or faxed to Subrecipient's assigned County Project Officer.

Paragraph 7.3. Subrecipient agrees to maintain and submit the necessary supporting documentation to verify the cost recorded in the monthly Cumulative Contract Expenditure Report as detailed in "*Program Manual of Policies and Procedures*" and PPPN-013: Cumulative Contract Expenditure Reports.

Paragraph 7.3.a. Additional items which must be submitted with the first expenditure report are described in PPPN-013; page 4.

Paragraph 7.3.b. Additional items which must be submitted with the final expenditure report are described in PPPN-013; page 5.

Paragraph 7.4. 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 EtHE 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 EtHE funds;
- Estimated cost of providing a unit of service under each category of HIV-related services provided with EtHE funds.

Paragraph 7.5. Subrecipient is required to obtain and submit its DUNS number (Data Universal Numbering System) to the Department for HIV Elimination within 60 days of contract execution. A DUNS number may be obtained from D&B by telephone (currently 866-705-5711) or the Internet (currently at <http://fedgov.dnb.com/webform>). Upon request by the Department for HIV Elimination, the Subrecipient will obtain and provide the Unique Entity Identifier (UEI),

requested in, and assigned by, the System for Award Management ([SAM.gov](https://sam.gov)), as and when the UEI is available from SAM.gov.

Paragraph 7.6. Subrecipient agrees that it will participate in a community-based continuum of care which is defined as follows:

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 7.7. Subrecipient agrees that it will participate in the Planning Council Evaluations Committee's survey to assess the effectiveness of the administrative mechanisms. Surveys shall be completed by the fiscal designee and the programmatic designee. Survey responses shall be submitted prior to the deadline specified by the Evaluations Committee.

Paragraph 7.8. EXHIBIT H: *Federal Award Reporting Data* is provided in compliance with federal regulations.

ARTICLE 8. COMPENSATION FOR SERVICES

Paragraph 8.0. Subject to the availability and disbursement of federal funds, the legislatively approved services described in EXHIBIT A: *Work Plan Goals and Objectives tied to Approved Budget* herein shall be performed by Subrecipient for an allocation of EtHE, in an amount not to exceed \$120,692.00 per year for each of five years. The actual amount awarded to the Subrecipient at any one time shall equal the total amount of the purchase order(s) issued.

Paragraph 8.1. The award amount includes a contingency amount of \$0.00. 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, Department for HIV Elimination and shall be issued in writing.

Paragraph 8.2. Subrecipient shall provide County with projected spending plans as detailed in FPPN-002: Budget Spend Plan.

Paragraph 8.3. The budget attached to Contract in EXHIBIT B: *Approved Budget and Budget Justification* is a complete, approved budget for expenditures of all EtHE 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 8.4. Except as otherwise provided for in this Agreement, County will, within thirty (30) calendar days transmit (by posting in U.S. Mail) Subrecipient payments called for under this Agreement after receipt of a correct monthly Cumulative Contract Expenditure Report, required documentation and the electronic spreadsheet which are within the approved budget and provided that Subrecipient is not currently in default under any of the terms of this Agreement. Subrecipient agrees that reimbursement requested under the terms of this Contract shall be made based upon actual expenditures incurred and not upon budgeted amounts.

Paragraph 8.5. 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 8.6. 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 EtHE payments until such time that the errors have been corrected.

Paragraph 8.7. The budget total may not be exceeded; however, a plus or minus deviation of 10% within budget categories (i.e. personnel, supplies) is authorized.

Paragraph 8.8. 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 remainder of the advance, the agency shall remit payment to the County for the remainder due.

ARTICLE 9. **FUNDING EXCLUSIONS AND RESTRICTIONS**

Paragraph 9.0. Subrecipient shall use funds in accordance with federal requirements and shall not use Ending the HIV Epidemic funds unallowable costs (including those listed herein in EXHIBIT C: *Funding Exclusions* and in the "**Program Manual of Policies and Procedures**" incorporated herein by reference and available at www.ryanwhiteatl.org and PPPN-004: Funding Exclusions and Restrictions" incorporated herein by reference and available at www.ryanwhiteatl.org.

ARTICLE 10. PERSONNEL

Paragraph 10.0. 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 10.1. 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 Subrecipient as set forth herein without the prior written approval of the County. Requests for changes in key personnel or Subrecipients will not be unreasonably withheld by County.

ARTICLE 11. PROVIDERS' MEETINGS

Paragraph 11.0. Subrecipient agrees to assign appropriate staff, including the identified programmatic and fiscal designees, to attend all Ryan White Providers' Meetings.

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. TERMINATION

Paragraph 14.0. This contract shall terminate no later than 11:59 p.m. on February 28, 2026.

Paragraph 14.1. This contract may be canceled or terminated by either of the parties without cause; however, the party seeking to terminate or cancel this contract must give written notice of its intention to do so to the other party at least 30 days prior to the effective date of cancellation or termination. Subrecipient will submit final Contract expenditure report 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 14.2. 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 15. **TERMINATION OF AGREEMENT FOR CAUSE**

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

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

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

Paragraph 15.3. The County may, by written notice to 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 15.4. Subrecipient shall be entitled to receive compensation for any satisfactory work completed on such documents as reasonably determined by the County.

Paragraph 15.5. Whether or not the 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 16. **TERMINATION FOR CONVENIENCE OF COUNTY**

Paragraph 16.0. Notwithstanding any other provisions, the County may terminate this Agreement for its convenience at any time by a written notice to 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 16.1. 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 17. WAIVER OF BREACH

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

ARTICLE 18. INDEPENDENT CONTRACTOR STATUS

Paragraph 18.0. Nothing contained herein shall be deemed to create any relationship other than that of an independent contractor between the County and 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 18.1. The Subrecipient may not claim or apply for any right or privilege that applies to a County officer or employee, including but not limited to in any vacation, group medical or life insurance, disability, or retirement benefits or any other fringe benefits or benefit plans offered by County to its employees, and County will not be responsible for withholding or paying any income, payroll, Social Security or other federal, state or local taxes, making any insurance contributions, including unemployment or disability, or obtaining worker's compensation insurance on the Subrecipient's behalf.

Paragraph 18.2. 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 19. GRIEVANCE PROCEDURES

Paragraph 19.0. Subrecipient agrees to have in place a grievance process by which client complaints against the agency with respect to EtHE funded services might be addressed. A copy of the Subrecipient's grievance process must be submitted with the first request for reimbursement for services under this Agreement.

Paragraph 19.1. 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 19.2. 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 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 EtHE funds of this nondiscrimination policy.

Paragraph 20.1. 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 20.2. 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 EXHIBIT E: *Certifications – PHS-5161-1*. EXHIBIT E: *Certifications – PHS-5161-1* shall be signed by the Subrecipient's duly authorized representative noted in Paragraph 3.2.

Paragraph 20.3. Subrecipient agrees to comply with federal "Assurances for Non-Construction Programs" (Standard Form 424B) incorporated as EXHIBIT F: *Assurances – Non-Construction Programs (SF 424B)*. EXHIBIT F: *Assurances – Non-Construction Programs (SF 424B)* shall be signed by the Subrecipient's duly authorized representative noted in Paragraph 3.2.

Paragraph 20.4. Subrecipient agrees to comply with federal Legislative Mandates incorporated as EXHIBIT G: *Compliance with Legislative Mandates*. EXHIBIT G: *Compliance with Legislative*

Mandates 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 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>

ARTICLE 21. **ACCURACY OF WORK**

Paragraph 21.0. Subrecipient shall be responsible for the conformance of its work to the scope and specifications for the project, and shall promptly correct any non-conformance with specifications, without additional compensation. Acceptance of the work by the County will not

relieve Subrecipient of the responsibility to ensure that work is in conformance with specifications; provided however, that corrections to conform delivered work to specifications will not be made without additional compensation unless requested by the County within thirty calendar days after launch of the system or new feature. Subrecipient shall prepare any plans, report, fieldwork, or data required by County to ensure that work conforms to specifications. The above consultation, clarification or correction shall be made without added compensation to Subrecipient. Subrecipient shall give immediate attention to these changes so there will be a minimum of delay to others.

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

Paragraph 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, sub-Subrecipients, successors, assigns and agents from and against any and all claims or liability for compensation under the Worker's Compensation Act, Disability Benefits Act, or any other employee benefits act arising out of injuries sustained by any employees of Subrecipient. These indemnities shall not be limited by reason of the 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 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.

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 of Customer other than on a "need to know" basis; or (b) use Confidential Information for any purpose other than in the performance of this Agreement. The receiving party will hold in confidence the Confidential Information and will use Confidential Information solely to perform its obligations under this Agreement. The receiving party will take all reasonable precautions necessary to safeguard the disclosing party's property, including Confidential Information. Upon the disclosing party's request, the receiving party will return all Confidential Information. In the event that the receiving party or any of its employees, agents, subcontractors or Affiliates is required by applicable law, regulation or legal process to disclose any Confidential Information, the receiving party will (a) disclose such Confidential Information only to the extent its legal counsel determines such disclosure is required; (b) notify the disclosing party immediately so that the disclosing party may seek a protective order or other appropriate remedy; and (c) exercise all reasonable efforts to obtain assurance that confidential treatment will be accorded to such Confidential Information. Notwithstanding this clause, 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 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 author or the County is free to copyright any books, publications or other copyrightable materials developed in the course of or under this Contract. Should any copyright materials be produced as a result of this Contract, other than materials which are Confidential Information of Subrecipient described in paragraph 24.0 and materials described in paragraph 29.0, the County shall reserve a royalty free, non-exclusive and irrevocable right to reproduce, modify, publish or otherwise use and to authorize others to use the work for governmental purposes.

ARTICLE 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** available at www.ryanwhiteatl.org) and shall include:

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

Paragraph 30.0. Subrecipient agrees that Fulton County is the sole owner of all information, data, and materials that are developed or prepared subject to this Agreement. Subrecipient or any subcontractor is not allowed to use or sell any information subject to this contract for educational, publication, profit, research or any other purpose without the written and authorized consent of the Department for HIV Elimination. All electronic files used in connection to this Agreement, which are by definition, any custom software files used in connection to this Agreement, (collectively, the "Software"), shall be turned over to the County for its use after termination hereof and Subrecipient shall have no interest of any kind in such electronic files.

Paragraph 30.1. Any required licenses and fees for the Software or other required materials shall be purchased and/or paid for by Subrecipient and registered in the name of Fulton County Government, if possible. The Software as defined hereunder, specifically excludes all software, documentation, information, and materials in which Subrecipient has pre-existing proprietary rights and/or has otherwise been licensed to Subrecipient prior to this Agreement, and any upgrades, updates, modifications or enhancements thereto. Subrecipient agrees to provide at no cost to County any upgrades to any software used in connection with this Agreement which may be subsequently developed or upgraded for a period of three (3) years from the date of completion of the work under the Agreement, except in the case of commercial Software licensed to the County. Any information developed for use in connection with this Agreement may be released as public domain information by the County at its sole discretion.

Paragraph 30.2. Except as provided in the preceding paragraphs, any concepts, plans or work product produced for County under this Agreement (collectively, the "Works"), are done under

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

ARTICLE 31. **COVENANT AGAINST CONTINGENT FEES**

Paragraph 31.0. 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 32. **INSURANCE**

Paragraph 32.0. 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 33. **PROHIBITED INTEREST**

Paragraph 33.0. 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 33.1. 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 34. **SUBCONTRACTING**

Paragraph 34.0. 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 35. ASSIGNABILITY

Paragraph 35.0. 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 36. AUDITS AND INSPECTORS

Paragraph 36.0. 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 36.1 Subrecipient shall also permit County and/or representative of the County to audit, examine and make copies, excerpts or transcripts from such records of 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 36.2. 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 36.3. Subrecipient agrees that the provisions of this Article shall be included in any Agreements it may make with any subcontractor, assignee or transferee.

Paragraph 36.4. 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 36.5. 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 36.6. Subrecipient agrees to comply with the audit requirements set forth in 45 CFR 75 and with either Paragraph 34.6a or Paragraph 34.6b whichever applies under these guidelines.

Paragraph 36.6a. 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 36.6.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 36.7. 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 36.8. 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 37. RECORDS

Paragraph 37.0. The state and federal governments and the County shall have access to pertinent

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

Paragraph 37.1. Subrecipient agrees to maintain documentation as required in the “**Fulton County Government Ryan White Part A Program Manual**” and FCRW PPPN-001 Client Eligibility.

Paragraph 37.2. Subrecipient agrees to develop and maintain client records that contain documentation of client’s eligibility determination, including the following:

A. Initial Eligibility Determination & 12-month Recertification Documentation Requirements:

- HIV/AIDS diagnosis (at initial determination)
- Uninsured or underinsured status (Insurance verification as proof)
- Determination of eligibility and enrollment in other third party insurance programs including Medicaid and Medicare
- For underinsured, proof this service is **not** covered by other third party insurance programs including Medicaid and Medicare
- Proof of compliance with eligibility determination as defined by the County

B. Recertification (minimum of every six months) documentation requirements:

- Uninsured or underinsured status (Insurance verification as proof)
- Determination of eligibility and enrollment in other third party insurance programs including Medicaid and Medicare

Note: At six month recertification one of the following is acceptable: *full application and documentation, self-attestation of no change, or self- attestation of change with documentation.*

Paragraph 37.3. 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 EtHE eligibility requirements regarding serostatus and acceptable proof of HIV status.

Paragraph 37.4. For each client served with Ending the HIV Epidemic 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. Initial certification shall occur during the new client intake process and recertification shall occur no less frequently than every six months thereafter. Recertification shall occur no less frequently than every six months for clients already receiving services by Subrecipient.

Paragraph 37.5. 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.

Paragraph 37.6. 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.

Paragraph 37.7. Subrecipient is required to notify other Part A and EtHE service providers no less than 24 hours after the implementation of any cap on services, limitation of services to existing clients only, and/or limitation of new clients to residents of certain geographic areas.

Paragraph 37.8. 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 EtHE funds are the payer of last resort.

Subrecipient shall maintain documentation that all provider staff have been informed of EtHE 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 EtHE funds are the payer of last resort.

Paragraph 37.9. 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 37.10. Income generated from third-party reimbursements must be reported as program income and must be directed to programs or services which benefit Ending the HIV Epidemic or Part A clients. The Subrecipient must maintain records documenting the type and amount of income received and how expended.

Paragraph 37.11. 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 37.12. 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 37.13. 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 37.14. Subrecipient shall maintain time and effort reports sufficient to document that each employee that is funded with EtHE funds for an amount less than 100% time and effort (1 Full Time Equivalent) has worked on EtHE-funded services for an amount no less than the percent of

time for which the position is funded.

No less frequently than every six months, employees funded by EtHE funds for less than 100% time and effort shall sign a certification indicating the percentage of time the employee worked on EtHE funded services in the preceding 6 month period.

Paragraph 37.15. 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 37.16. 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 37.17. 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 morning hours (before 8:00 am) evening hours (after 5:00 pm) and/or weekend hours. The schedule for non-traditional hours must be submitted with this contract must conform to the schedule as detailed in the subrecipient's application for funding and approved by Fulton County.

ARTICLE 38. ACCOUNTING SYSTEM

Paragraph 38.0. 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 39. VERBAL AGREEMENT

Paragraph 39.0. 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.

ARTICLE 40. NOTICES

Paragraph 40.0. All notices shall be in writing and delivered in person or transmitted by certified mail, postage prepaid or electronically transmitted.

Notices to County shall be addressed as follows:

Jeff Cheek, Director
Department for HIV Elimination
137 Peachtree Street
Atlanta, Georgia 30303

Notices to Subrecipient shall be addressed as follows:

Michael Weinstein, Executive Director
AIDS Healthcare Foundation, Inc.
6255 W. Sunset Blvd
Los Angeles, CA 90028

ARTICLE 41. JURISDICTION

Paragraph 41.0. 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 41.1. 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 42. EQUAL EMPLOYMENT OPPORTUNITY

Paragraph 42.0. During the performance of this Agreement, Subrecipient agrees as follows:

Paragraph 42.0.a. Subrecipient will not discriminate against any employee or applicant for employment because of race, creed, color, gender, sexual orientation, or national origin;

Paragraph 42.0.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 42.0.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 43. FORCE MAJEURE

Paragraph 43.0. 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 44. INVOICING AND PAYMENT

Paragraph 44.0. Subrecipient shall submit monthly invoices (Expenditures Report) 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 phase. The County shall review for approval of said invoices. The County shall have the right not to pay any invoice or part thereof if not properly supported, or if the costs requested or a part thereof, as determined by the County, are reasonably in excess of the actual stage of completion.

Paragraph 44.1. Subrecipient agrees to submit monthly expenditure reports covering the previous month's expenses not later than the 20th business day of each month with two exceptions: 1) the first report shall be submitted 45 business days after contract effective date; 2) the final expenditure report may be submitted no later than 45 days after the last day of February.

Paragraph 44.2. Time of Payment: Invoices for payment (Expenditure Report) shall be submitted to County by the twenty (20th) business day of the month to facilitate processing for payment in that same month. Invoices received after the first (1st) calendar day of the month may not be paid until the last day of the following month. The County shall make payments to Subrecipient by U.S. mail approximately twenty (20) days after receipt of a proper invoice. Parties hereto expressly agree that the above contract term shall supersede the rates of interest, payment periods, and contract and subcontract terms provided for under the Georgia Prompt Pay Act, O.C.G.A. § 13-11-1 *et seq.*, pursuant to O.C.G.A. § 13-11-7(b), and the rates of interest, payment periods, and contract and subcontract terms provided for under the Prompt Pay Act shall have no application to this Agreement; parties further agree that the County shall not be liable for any interest or penalty arising from late payments.

Paragraph 44.3. Submittal of Invoices: Subrecipient shall submit all original invoices to:

Department for HIV Elimination
137 Peachtree Street, S.W.
Atlanta, Georgia 30303
Telephone: (404) 612-8285

Paragraph 44.4. 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 44.5. Payment of Sub-Subrecipients/Suppliers: The Subrecipient must certify in writing that all sub-Subrecipients 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 sub-Subrecipients or suppliers until it has received a progress payment from Fulton County, the prime Subrecipient shall pay all sub-Subrecipients 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 44.6. 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) 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 44.7. Closeout and Final Invoice. Final Invoice (Expenditure Report) 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 44.7.a. Subrecipient shall submit a final Implementation Plan (on the form provided by the County) indicating the number of clients served, number of service units,

and funds expended by funded priority category for each objective and shall provide the numerator, denominator and percentage of clients served that achieved the required outcome objective(s).

ARTICLE 45. TAXES

Paragraph 45.0. 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 46. PERMITS, LICENSES AND BONDS

Paragraph 46.0. 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.

ARTICLE 47. NON-APPROPRIATION

Paragraph 47.0. 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 47.1. 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 48. WAGE CLAUSE

Paragraph 48.0. 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 49. WHISTLEBLOWER PROTECTION

Paragraph 49.0. 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, subrecipients, 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 49.1. 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 49.2. 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 49.3. 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, recipient, grantee, or subgrantee who has responsibility to investigate, discover, or address misconduct.

ARTICLE 50. ANTI-KICKBACK

Paragraph 50.0. Subrecipient shall participate in structured and on-going efforts to avoid fraud, waste and abuse (mismanagement) in any federally funded program.

Paragraph 50.1. 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 50.2. Subrecipients which are Medicare and Medicaid subgrantees shall have in place the required Corporate Compliance Plan.

ARTICLE 51. CLIENT RIGHTS AND RESPONSIBILITIES

Paragraph 51.0. 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 51.1. 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 52. TITLE VI COMPLIANCE

Paragraph 52.0. 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 52.1. 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 52.2. During the performance of this contract, Subrecipient, for itself, its assignees, and successors in interest agree as follows:

Paragraph 52.2.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 52.2.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**
- F. 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.
- G. **Incorporation of Provisions**

Paragraph 52.3. 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 53. NATIONAL MONITORING STANDARDS


Paragraph 53.0. 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 54. UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES,
AND AUDIT REQUIREMENTS**

Paragraph 54.0. 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.

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

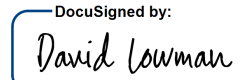
FULTON COUNTY, GEORGIA

By:  DocuSigned by:
Robert L. Pitts, Chairman
Board of Commissioners
10/09/2020
Date

Attest:
 DocuSigned by:
Tonya Grier
Interim Fulton County Clerk to the Commission

ITEM #: 20-0669 Date: 10/7/2020

APPROVED AS TO FORM:

 DocuSigned by:
David Lowman
Office of the County Attorney

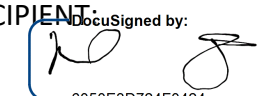
SUBRECIPIENT:
By:  DocuSigned by:
Michael Weinstein, Executive Director
AIDS Healthcare Foundation, Inc.
6255 W. Sunset Blvd
Los Angeles, CA 90028
10/07/2020
Date

EXHIBIT A**Work Plan Goals and Objectives Tied to Approved Budget**

WORK PLAN – AIDS Healthcare Foundation					
Priority Category	OAHS EtHE - Telehealth		Total funding requested in this category:		\$98994
Care Continuum Impact	Retention	Engagement	Viral Suppression	Choose an item.	Choose an item.
Does this goal focus on persons in care, but not virally suppressed?					Yes
EtHE Goal # and Goal	Goal 3. Reduce barriers to care by responding to outbreaks and addressing disparities in the jurisdiction.				
Objective # & Objective	Objective 3.2 Increase the provision of core medical and support services aimed at reducing barriers to care.				
Key Action Steps		Timeline	Person(s) Responsible	Progress Measure(s)	
1 Procure telehealth supplies for patients		Within 2 weeks	Office Administrator	Telehealth supplies are received	
2 Procure SimpleClinix software licenses		Within 2 weeks	Office Administrator	Software licenses are received and software is installed	
3 Identify patients who would benefit from telehealth		Within 1 month	Physicians	Generated list of potential telehealth clients	
4 Train clinicians		Within 1 month	Physicians	Completed training	
5 Distribute telehealth supplies		Within 1 month	Physicians	Supplies distributed	
6 Begin providing telehealth services		Within 1 month	Physicians	Telehealth services documented in client charts	

WORK PLAN – AIDS Healthcare Foundation					
Priority Category	THT EtHE		Total funding in this category:		\$30,080
Care Continuum Impact	Retention	Engagement	Viral Suppression	Choose an item.	Choose an item.
Does this goal focus on persons in care, but not virally suppressed?					Yes
EtHE Goal # and Goal	Goal 2. Improve health outcomes to reach sustained viral suppression.				
Objective # & Objective	Objective 2.1 Engage and retain PLWH in medical care.				
Key Action Steps		Timeline	Person(s) Responsible	Progress Measure(s)	
1 Identify transgender PLWH clients in need of hormone therapy		Within 2 weeks	Physicians	Generated list of potential clients	
2 Enroll clients		Within 1 month	Physicians	Number of enrolled clients	
3 Begin provision of hormone therapy		Within 1 month	Physicians	Number of clients receiving hormone therapy	

EXHIBIT B

Approved Budget and Budget Justification

Attached as separate document.

EXHIBIT C
Funding Exclusions

1. Subrecipient shall use funds in accordance with federal requirements and shall not use EtHE funds for unallowable costs (including those listed herein and in the ***“Program Manual of Policies and Procedures”*** and PPPN-004: Funding Exclusions and Restrictions.
2. Subrecipient agrees that funds awarded under this contract 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 previous contract period running from March 1 through February 28(9).
3. Subrecipient agrees that Ryan White Program 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.
4. Subrecipient agrees that funds may not be used to make payments to recipients of services.
5. Subrecipient agrees that funds will not be used to make payments for any item or service to the extent that payment has been made, or can reasonably be expected to be made, by another third party benefits program or by an entity that provides services on a prepaid basis.
6. 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.
7. Subrecipient agrees that no funds will be used for influencing or attempting to influence members of Congress and other Federal personnel.
8. 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.
9. Subrecipient agrees that no funds awarded under this contract will be used for foreign travel.
10. Subrecipient agrees that no funds will be used for outreach activities that have HIV prevention education as their exclusive purpose.
11. 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 Ryan White activities.
12. 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.
13. 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.

14. Subrecipient agrees that EtHE 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.
15. 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.)
16. Subrecipient shall spend no more than 10% of the amount 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)**
- A. Subrecipient is expected to maintain documentation of the following which shall be made available to the County and HRSA upon request:
- 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 RWHAP 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.

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.

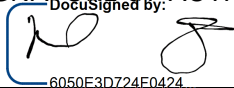
Subrecipients must agree to comply with Federal and State laws, rules and regulations of the County's policy relative to nondiscrimination in client and client service practices because of political affiliation, religion, race, color, sex, handicap, age, sexual orientation, or national origin.

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:

6050E3D724E0424

TITLE OF AUTHORIZED CERTIFYING OFFICIAL:**President****APPLICANT ORGANIZATION:****DATE:** 10/07/2020

EXHIBIT E

Certifications PHS-5161-1

CERTIFICATIONS

1. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

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

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

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

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

2. CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing an ongoing drug-free awareness program to inform employees about--
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (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

- 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 under-

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

- (2) If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. (If needed, Standard Form-LLL, "Disclosure of Lobbying Activities," its instructions, and continuation sheet are included at the end of this application form.)
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

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

5. CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

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

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

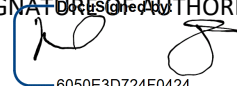
SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL  6050E3D724E0424...	TITLE President
APPLICANT ORGANIZATION	DATE SUBMITTED 10/07/2020

EXHIBIT F

ASSURANCES – NON-CONSTRUCTION PROGRAMS

(SF 424B)

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.

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Prescribed by OMB Circular A-102

9. Will comply, as applicable, with the provisions of the Davis-Bacon 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. §§327-333), 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.

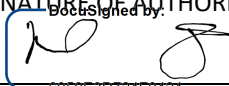
SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 	TITLE President
APPLICANT ORGANIZATION 6050F3D724F0224	DATE SUBMITTED 10/07/2020

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.¹

(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

¹ 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.

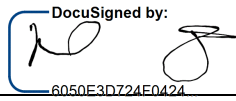
Signature of Authorized Certifying Official 	Title President
Organization	Date 10/07/2020

EXHIBIT H

FEDERAL AWARD REPORTING DATA

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

1. FAIN	2. CFDA	3. Award Date	4. Title
1 UT8HA33933-01-00	93.686	02/20/2020	Ending the HIV Epidemic: A Plan for America — Ryan White HIV/AIDS Program Parts A and B

5. Federal Awarding Agency: U.S. Department of Health and Human Services (HHS) – Health Resources and Services Administration (HRSA)
6. Pass-Through Entity:
 Fulton County Government
 Board of Commissioners
 141 Pryor Street, SW
 Atlanta, GA 30303
7. Project Description: In February 2019, the Administration announced a new initiative, Ending the HIV Epidemic: A Plan for America. This 10-year initiative beginning FY 2020 seeks to achieve the important goal of reducing new HIV infections in the United States to less than 3,000 per year by 2030. The first phase of the initiative will focus on 48 counties, Washington, D.C., San Juan, PR, and 7 states that have a substantial rural HIV burden. By focusing on these jurisdictions in the first phase of the initiative, the U.S. Department of Health and Human Services (HHS) plans to reduce new HIV infections by 75 percent within 5 years. Across the United States, the initiative will promote and implement the four Pillars to substantially reduce HIV transmissions – Diagnose, Treat, Prevent, and Respond. This project focuses on implementing activities in Pillar Two (Treat) and Pillar Four (Respond).

HRSA DISCLAIMER

This project is supported by the Health Resources and Services Administration (HRSA) of the U.S. Department of Health and Human Services (HHS) as part of three awards totaling \$31,220,956 with 0 percentage financed with non-governmental sources. The contents are those of the author(s) and do not necessarily represent the official views of, nor an endorsement, by HRSA, HHS or the U.S. Government.

Ending
the
HIV
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Fringe Category	Fringe % (Full-Time Employees)	Fringe % (Part-Time Employees)
FICA	7.00%	
Health Insurance	15.00%	
Dental Insurance		
Vision Insurance		
Life Insurance	1.00%	
Unemployment Insurance	1.00%	
Workers’ Compensation	1.00%	
Disability Insurance	0.11%	
Total:	25.11%	0.00%

B. Supplies	1	2	3	4	5	6	7	8	9	10	11	
	Priority Category (SELECT FROM LIST)	Line Item	What Supply? (SELECT FROM LIST)	Cost/Month	# of Months	Cost/Unit	# of Units	Cost Requested	% Admin	ADMIN TOTAL	Goal # and Objective #(s) from Workplan	
	OAHS EtHE – Telehealth	Supplies	Medical Supplies	\$ 2,068.00	12	\$ -	0	\$ 24,816	0.00%	\$ -		Goal 3, Objective 3.2
	THT EtHE	Supplies	Non-ADAP Formulary	\$ 1,624.00	12	\$ -	0	\$ 19,488	0.00%	\$ -		Goal 2, Objective 2.1
NONE	Supplies	NONE	\$ -	0	\$ -	0	\$ -	0.00%	\$ -	\$ -		
								\$ 44,304				
■												

J. Other	1	2	3	4	5	6	7	8	9	
	Priority Category (SELECT FROM LIST)	Line Item	What is Being Requested?	Total EtHE Cost/Month	# of Months	LINE ITEM TOTAL	ADMIN TOTAL	ADMIN TOTAL	Goal # and Objective #(s) from Workplan	
	THT EtHE	Other	Lab fees	\$ 2,146.67	12	\$ 25,760	0.00%	\$ -	Goal 2, Objective 2.1	
	NONE	Other		\$ -	0	\$ -	0.00%	\$ -	\$ -	
						\$ 25,760				

K. Indirect	1	2	3	4	5	6	7	8	9	
	Priority Category (SELECT FROM LIST)	Line Item	Item Description	Total Cost/Month	# of Months	LINE ITEM TOTAL	% Admin	ADMIN TOTAL	Goal # and Objective #(s) from Workplan	
	OAHS EtHE – Telehealt	Other	Indirect Cost Rate	\$ 680.00	12	\$ 8,160	100.00%	\$ 8,160	Goal 3, Objective 3.2	
	THT EtHE	Other	Indirect Cost Rate	\$ 360.00	12	\$ 4,320	100.00%	\$ 4,320	Goal 2, Objective 2.1	
	NONE	Other	Indirect Cost Rate	\$ -	0	\$ -	0.00%	\$ -	\$ 12,480	
						\$ 12,480				



Ending
the
HIV
Epidemic

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

Atlanta Eligible Metropolitan Atlanta Area

THIS AGREEMENT, entered into this 1st day of September 2020 through February 28, 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 DeKalb County Board of Health (hereinafter referred to as "**Subrecipient**").

WITNESSETH:

WHEREAS, the County, as the recipient of the Ryan White Part A funds for the 20-County Atlanta Eligible Metropolitan Area ("**EMA**"), as defined in 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 #19-0818 (RM 10/16/2019) and #20-0669 (10/7/2020); and

WHEREAS, the County, has recommended funding to DeKalb County Board of Health to facilitate the approved program for a total not to exceed \$87,511.00 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 A: Work Plan Goals and Objectives tied to Approved Budget
- EXHIBIT B: 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

Paragraph 1.1. The foregoing documents constitute the entire Agreement of the parties pertaining to the Project hereof and is intended as a complete and exclusive statement of promises, representations, discussions and agreements oral or otherwise that have been made in connection therewith. No modifications or amendment to this Agreement shall be binding upon the parties unless the same is in writing, conforms to Fulton County Policy and Procedure 800-6 governing change orders, is signed by the County's and the Subrecipient's duly authorized representatives.

Paragraph 1.2. If any portion of the Contract Documents shall be in conflict with any other portion, the various documents comprising the Contract Documents shall govern in the following order of precedence: 1) the Agreement, 2) 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 A: *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 DeKalb County Board of Health to render the services defined and required herein.

Paragraph 3.2. Subrecipient represents that S. Elizabeth Ford is authorized to bind and enter into Contract on behalf of Subrecipient.

Paragraph 3.3. Subrecipient represents that DeKalb County Board of Health is an eligible public and/or private non-profit health and/or support service provider and has provided documentation in the form of official notification of their 501(c) (3) status from the Federal Internal Revenue Service (IRS) as appropriate.

Paragraph 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. 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 A: *Work Plan Goals and Objectives tied to Approved Budget*.

Paragraph 4.1. 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 20RW0610-MH FY20 EtHE RWHAP Services and with the goals and objectives approved by the County which are described in EXHIBIT A: *Work Plan Goals and Objectives tied to Approved Budget*.

Paragraph 4.2. Subrecipient agrees to designate an individual or individuals to fully participate in the Metropolitan Atlanta HIV Health Services Planning Council's Comprehensive Plan, Assessment and Quality Management processes. The name(s) of designee(s) 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. Notification of changes in the individual(s) serving as the designees shall be provided in writing to the Department for HIV Elimination no later than 14 days after the change.

Paragraph 4.3. Subrecipient agrees to participate in the needs assessment processes to provide information that will lead to the development of a continuous quality improvement system.

Paragraph 4.4. Subrecipient agrees to undertake and maintain quality management program(s) and quality service indicators for each EtHE 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). 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.

Paragraph 4.5. Subrecipient agrees to undertake its own client satisfaction surveys to monitor the quality of the services provided and to measure the level of consumer satisfaction. Survey results, analysis, and use of results shall be submitted with the second Quarterly Progress Report.

Paragraph 4.6. 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 4.7. Subrecipient agrees to administer the EMA's program-wide standardized client satisfaction surveys as requested.

Paragraph 4.8. Subrecipient agrees that in the performance of the Agreement, it will comply with all lawful agreements, if any, which the Subrecipient has made with any association, union, or other entity, with respect to wages, salaries, and working conditions, so as not to cause inconvenience, picketing or work stoppage.

Paragraph 4.9. Subrecipient agrees to comply with Fulton County's non-discrimination policy as set forth in EXHIBIT D: *Non-Discrimination Policy of Fulton County, Georgia*

ARTICLE 5. **MODIFICATIONS**

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

Paragraph 5.1. No modification to this Agreement shall be binding upon the parties unless the same is in writing, approved by the Director, Department for HIV Elimination or his or her designee and the Subrecipient's duly authorized fiscal designee and programmatic designee.

Paragraph 5.2. The Director, Department for HIV Elimination is hereby authorized to approve and execute Ryan White contract modifications for renewals of this Agreement provided the renewal is at the same terms and conditions as the original Agreement, with no intervening changes. However, the Director, Department for HIV Elimination may approve modifications to add program requirements that are directly passed down from Health Resources and Services Administration ("HRSA"), as the funding agency.

ARTICLE 6.0. CONTRACT TERM

Paragraph 6.0. This agreement is effective upon execution of the contract for a five year term ending on February 28, 2025.

ARTICLE 7. REPORTING REQUIREMENTS

Paragraph 7.0. Subrecipient agrees to participate in the centralized Ryan White data system for tracking all individuals who receive services supported by EtHE 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 CAREWare provided by the County or be able to import required data into the most current version of CAREWare.

Until otherwise notified by the County in writing Subrecipient must submit the Ryan White Data Report (RDR) with each Quarterly Progress Report.

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

Subrecipient must submit a current RSR, Data Validation Report and Completeness Report with each Quarterly Progress Report. Subrecipient must submit a plan and timeline for correcting errors, warnings, or alerts and an explanation for those which cannot/should not be corrected.

Paragraph 7.1. Subrecipient agrees to provide monthly expenditure and quarterly programmatic reports as described and requested by County to document progress toward implementation of the approved program activities and services in accordance with the requirements of the Ryan White Program and other applicable regulations.

Paragraph 7.2. Subrecipient agrees to submit Quarterly Progress Reports which shall consist of, but not be limited to, narrative and quantitative information indicating progress toward meeting goals and objectives as well as the number and demographic characteristics of clients served not later than the 20th business day after the close of the 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.

Paragraph 7.2.a. All quarterly progress reports must be submitted to Subrecipient's assigned County Project Officer on the "Quarterly Report Form" included in the ***"Program Manual of Policies and Procedures"*** incorporated herein by reference and 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. The "Quarterly Report Form" must be signed by your agency's **Programmatic, Fiscal and Data Designees**. Reports should be mailed, delivered, or faxed to Subrecipient's assigned County Project Officer.

Paragraph 7.3. Subrecipient agrees to maintain and submit the necessary supporting documentation to verify the cost recorded in the monthly Cumulative Contract Expenditure Report as detailed in ***"Program Manual of Policies and Procedures"*** and PPPN-013: Cumulative Contract Expenditure Reports.

Paragraph 7.3.a. Additional items which must be submitted with the first expenditure report are described in PPPN-013; page 4.

Paragraph 7.3.b. Additional items which must be submitted with the final expenditure report are described in PPPN-013; page 5.

Paragraph 7.4. 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 EtHE 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 EtHE funds;
- Estimated cost of providing a unit of service under each category of HIV-related services provided with EtHE funds.

Paragraph 7.5. Subrecipient is required to obtain and submit its DUNS number (Data Universal Numbering System) to the Department for HIV Elimination within 60 days of contract execution. A DUNS number may be obtained from D&B by telephone (currently 866-705-5711) or the Internet (currently at <http://fedgov.dnb.com/webform>). Upon request by the Department for HIV Elimination, the Subrecipient will obtain and provide the Unique Entity Identifier (UEI), requested in, and assigned by, the System for Award Management (SAM.gov), as and when the

UEI is available from SAM.gov.

Paragraph 7.6. Subrecipient agrees that it will participate in a community-based continuum of care which is defined as follows:

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 7.7. Subrecipient agrees that it will participate in the Planning Council Evaluations Committee's survey to assess the effectiveness of the administrative mechanisms. Surveys shall be completed by the fiscal designee and the programmatic designee. Survey responses shall be submitted prior to the deadline specified by the Evaluations Committee.

Paragraph 7.8. EXHIBIT H: *Federal Award Reporting Data* is provided in compliance with federal regulations.

ARTICLE 8. COMPENSATION FOR SERVICES

Paragraph 8.0. Subject to the availability and disbursement of federal funds, the legislatively approved services described in EXHIBIT A: *Work Plan Goals and Objectives tied to Approved Budget* herein shall be performed by Subrecipient for an allocation of EtHE, in an amount not to exceed \$87,511.00. The actual amount awarded to the Subrecipient at any one time shall equal the total amount of the purchase order(s) issued.

Paragraph 8.1. The award amount includes a contingency amount of \$0.00. 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, Department for HIV Elimination and shall be issued in writing.

Paragraph 8.2. Subrecipient shall provide County with projected spending plans as detailed in FPPN-002: Budget Spend Plan.

Paragraph 8.3. The budget attached to Contract in EXHIBIT B: *Approved Budget and Budget Justification* is a complete, approved budget for expenditures of all EtHE 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 8.4. Except as otherwise provided for in this Agreement, County will, within thirty (30) calendar days transmit (by posting in U.S. Mail) Subrecipient payments called for under this Agreement after receipt of a correct monthly Cumulative Contract Expenditure Report, required documentation and the electronic spreadsheet which are within the approved budget and provided that Subrecipient is not currently in default under any of the terms of this Agreement. Subrecipient agrees that reimbursement requested under the terms of this Contract shall be made based upon actual expenditures incurred and not upon budgeted amounts.

Paragraph 8.5. 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 8.6. 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 EtHE payments until such time that the errors have been corrected.

Paragraph 8.7. The budget total may not be exceeded; however, a plus or minus deviation of 10% within budget categories (i.e. personnel, supplies) is authorized.

Paragraph 8.8. 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 remainder of the advance, the agency shall remit payment to the County for the remainder due.

ARTICLE 9. FUNDING EXCLUSIONS AND RESTRICTIONS

Paragraph 9.0. Subrecipient shall use funds in accordance with federal requirements and shall not use Ending the HIV Epidemic funds unallowable costs (including those listed herein in EXHIBIT C: *Funding Exclusions* and in the "***Program Manual of Policies and Procedures***" incorporated herein by reference and available at www.ryanwhiteatl.org and PPPN-004: Funding Exclusions and Restrictions" incorporated herein by reference and available at www.ryanwhiteatl.org.

ARTICLE 10. PERSONNEL

Paragraph 10.0. 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 10.1. 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 Subrecipient as set forth herein without the prior written approval of the County. Requests for changes in key personnel or Subrecipients will not be unreasonably withheld by County.

ARTICLE 11. PROVIDERS' MEETINGS

Paragraph 11.0. Subrecipient agrees to assign appropriate staff, including the identified programmatic and fiscal designees, to attend all Ryan White Providers' Meetings.

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. TERMINATION

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

Paragraph 14.1. This contract may be canceled or terminated by either of the parties without cause; however, the party seeking to terminate or cancel this contract must give written notice of its intention to do so to the other party at least 30 days prior to the effective date of cancellation or termination. Subrecipient will submit final Contract expenditure report 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 14.2. 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 15. TERMINATION OF AGREEMENT FOR CAUSE

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

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

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

Paragraph 15.3. The County may, by written notice to 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 15.4. Subrecipient shall be entitled to receive compensation for any satisfactory work completed on such documents as reasonably determined by the County.

Paragraph 15.5. Whether or not the 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 16. **TERMINATION FOR CONVENIENCE OF COUNTY**

Paragraph 16.0. Notwithstanding any other provisions, the County may terminate this Agreement for its convenience at any time by a written notice to 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 16.1. 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 17. WAIVER OF BREACH

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

ARTICLE 18. INDEPENDENT CONTRACTOR STATUS

Paragraph 18.0. Nothing contained herein shall be deemed to create any relationship other than that of an independent contractor between the County and 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 18.1. The Subrecipient may not claim or apply for any right or privilege that applies to a County officer or employee, including but not limited to in any vacation, group medical or life insurance, disability, or retirement benefits or any other fringe benefits or benefit plans offered by County to its employees, and County will not be responsible for withholding or paying any income, payroll, Social Security or other federal, state or local taxes, making any insurance contributions, including unemployment or disability, or obtaining worker's compensation insurance on the Subrecipient's behalf.

Paragraph 18.2. 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 19. GRIEVANCE PROCEDURES

Paragraph 19.0. Subrecipient agrees to have in place a grievance process by which client complaints against the agency with respect to EtHE funded services might be addressed. A copy of the Subrecipient's grievance process must be submitted with the first request for reimbursement for services under this Agreement.

Paragraph 19.1. 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 19.2. 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 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 EtHE funds of this nondiscrimination policy.

Paragraph 20.1. 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 20.2. 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 EXHIBIT E: *Certifications – PHS-5161-1*. EXHIBIT E: *Certifications – PHS-5161-1* shall be signed by the Subrecipient's duly authorized representative noted in Paragraph 3.2.

Paragraph 20.3. Subrecipient agrees to comply with federal "Assurances for Non-Construction Programs" (Standard Form 424B) incorporated as EXHIBIT F: *Assurances – Non-Construction Programs (SF 424B)*. EXHIBIT F: *Assurances – Non-Construction Programs (SF 424B)* shall be signed by the Subrecipient's duly authorized representative noted in Paragraph 3.2.

Paragraph 20.4. Subrecipient agrees to comply with federal Legislative Mandates incorporated as EXHIBIT G: *Compliance with Legislative Mandates*. EXHIBIT G: *Compliance with Legislative*

Mandates 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 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>

ARTICLE 21. **ACCURACY OF WORK**

Paragraph 21.0. Subrecipient shall be responsible for the conformance of its work to the scope and specifications for the project, and shall promptly correct any non-conformance with specifications, without additional compensation. Acceptance of the work by the County will not

relieve Subrecipient of the responsibility to ensure that work is in conformance with specifications; provided however, that corrections to conform delivered work to specifications will not be made without additional compensation unless requested by the County within thirty calendar days after launch of the system or new feature. Subrecipient shall prepare any plans, report, fieldwork, or data required by County to ensure that work conforms to specifications. The above consultation, clarification or correction shall be made without added compensation to Subrecipient. Subrecipient shall give immediate attention to these changes so there will be a minimum of delay to others.

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

Paragraph 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, sub-Subrecipients, successors, assigns and agents from and against any and all claims or liability for compensation under the Worker's Compensation Act, Disability Benefits Act, or any other employee benefits act arising out of injuries sustained by any employees of Subrecipient. These indemnities shall not be limited by reason of the 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 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.

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 of Customer other than on a "need to know" basis; or (b) use Confidential Information for any purpose other than in the performance of this Agreement. The receiving party will hold in confidence the Confidential Information and will use Confidential Information solely to perform its obligations under this Agreement. The receiving party will take all reasonable precautions necessary to safeguard the disclosing party's property, including Confidential Information. Upon the disclosing party's request, the receiving party will return all Confidential Information. In the event that the receiving party or any of its employees, agents, subcontractors or Affiliates is required by applicable law, regulation or legal process to disclose any Confidential Information, the receiving party will (a) disclose such Confidential Information only to the extent its legal counsel determines such disclosure is required; (b) notify the disclosing party immediately so that the disclosing party may seek a protective order or other appropriate remedy; and (c) exercise all reasonable efforts to obtain assurance that confidential treatment will be accorded to such Confidential Information. Notwithstanding this clause, 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 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 author or the County is free to copyright any books, publications or other copyrightable materials developed in the course of or under this Contract. Should any copyright materials be produced as a result of this Contract, other than materials which are Confidential Information of Subrecipient described in paragraph 24.0 and materials described in paragraph 29.0, the County shall reserve a royalty free, non-exclusive and irrevocable right to reproduce, modify, publish or otherwise use and to authorize others to use the work for governmental purposes.

ARTICLE 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** available at www.ryanwhiteatl.org) and shall include:

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

Paragraph 30.0. Subrecipient agrees that Fulton County is the sole owner of all information, data, and materials that are developed or prepared subject to this Agreement. Subrecipient or any subcontractor is not allowed to use or sell any information subject to this contract for educational, publication, profit, research or any other purpose without the written and authorized consent of the Department for HIV Elimination. All electronic files used in connection to this Agreement, which are by definition, any custom software files used in connection to this Agreement, (collectively, the "Software"), shall be turned over to the County for its use after termination hereof and Subrecipient shall have no interest of any kind in such electronic files.

Paragraph 30.1. Any required licenses and fees for the Software or other required materials shall be purchased and/or paid for by Subrecipient and registered in the name of Fulton County Government, if possible. The Software as defined hereunder, specifically excludes all software, documentation, information, and materials in which Subrecipient has pre-existing proprietary rights and/or has otherwise been licensed to Subrecipient prior to this Agreement, and any upgrades, updates, modifications or enhancements thereto. Subrecipient agrees to provide at no cost to County any upgrades to any software used in connection with this Agreement which may be subsequently developed or upgraded for a period of three (3) years from the date of completion of the work under the Agreement, except in the case of commercial Software licensed to the County. Any information developed for use in connection with this Agreement may be released as public domain information by the County at its sole discretion.

Paragraph 30.2. Except as provided in the preceding paragraphs, any concepts, plans or work product produced for County under this Agreement (collectively, the "Works"), are done under

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

ARTICLE 31. **COVENANT AGAINST CONTINGENT FEES**

Paragraph 31.0. 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 32. **INSURANCE**

Paragraph 32.0. 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 33. **PROHIBITED INTEREST**

Paragraph 33.0. 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 33.1. 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 34. **SUBCONTRACTING**

Paragraph 34.0. 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 35. ASSIGNABILITY

Paragraph 35.0. 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 36. AUDITS AND INSPECTORS

Paragraph 36.0. 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 36.1 Subrecipient shall also permit County and/or representative of the County to audit, examine and make copies, excerpts or transcripts from such records of 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 36.2. 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 36.3. Subrecipient agrees that the provisions of this Article shall be included in any Agreements it may make with any subcontractor, assignee or transferee.

Paragraph 36.4. 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 36.5. 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 36.6. Subrecipient agrees to comply with the audit requirements set forth in 45 CFR 75 and with either Paragraph 34.6a or Paragraph 34.6b whichever applies under these guidelines.

Paragraph 36.6a. 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 36.6.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 36.7. 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 36.8. 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 37. RECORDS

Paragraph 37.0. The state and federal governments and the County shall have access to pertinent

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

Paragraph 37.1. Subrecipient agrees to maintain documentation as required in the “**Fulton County Government Ryan White Part A Program Manual**” and FCRW PPPN-001 Client Eligibility.

Paragraph 37.2. Subrecipient agrees to develop and maintain client records that contain documentation of client’s eligibility determination, including the following:

A. Initial Eligibility Determination & 12-month Recertification Documentation Requirements:

- HIV/AIDS diagnosis (at initial determination)
- Uninsured or underinsured status (Insurance verification as proof)
- Determination of eligibility and enrollment in other third party insurance programs including Medicaid and Medicare
- For underinsured, proof this service is **not** covered by other third party insurance programs including Medicaid and Medicare
- Proof of compliance with eligibility determination as defined by the County

B. Recertification (minimum of every six months) documentation requirements:

- Uninsured or underinsured status (Insurance verification as proof)
- Determination of eligibility and enrollment in other third party insurance programs including Medicaid and Medicare

Note: At six month recertification one of the following is acceptable: *full application and documentation, self-attestation of no change, or self- attestation of change with documentation.*

Paragraph 37.3. 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 EtHE eligibility requirements regarding serostatus and acceptable proof of HIV status.

Paragraph 37.4. For each client served with Ending the HIV Epidemic 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. Initial certification shall occur during the new client intake process and recertification shall occur no less frequently than every six months thereafter. Recertification shall occur no less frequently than every six months for clients already receiving services by Subrecipient.

Paragraph 37.5. 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.

Paragraph 37.6. 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.

Paragraph 37.7. Subrecipient is required to notify other Part A and EtHE service providers no less than 24 hours after the implementation of any cap on services, limitation of services to existing clients only, and/or limitation of new clients to residents of certain geographic areas.

Paragraph 37.8. 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 EtHE funds are the payer of last resort.

Subrecipient shall maintain documentation that all provider staff have been informed of EtHE 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 EtHE funds are the payer of last resort.

Paragraph 37.9. 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 37.10. Income generated from third-party reimbursements must be reported as program income and must be directed to programs or services which benefit Ending the HIV Epidemic or Part A clients. The Subrecipient must maintain records documenting the type and amount of income received and how expended.

Paragraph 37.11. 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 37.12. 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 37.13. 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 37.14. Subrecipient shall maintain time and effort reports sufficient to document that each employee that is funded with EtHE funds for an amount less than 100% time and effort (1 Full Time Equivalent) has worked on EtHE-funded services for an amount no less than the percent of

time for which the position is funded.

No less frequently than every six months, employees funded by EtHE funds for less than 100% time and effort shall sign a certification indicating the percentage of time the employee worked on EtHE funded services in the preceding 6 month period.

Paragraph 37.15. 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 37.16. 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 37.17. 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 morning hours (before 8:00 am) evening hours (after 5:00 pm) and/or weekend hours. The schedule for non-traditional hours must be submitted with this contract must conform to the schedule as detailed in the subrecipient's application for funding and approved by Fulton County.

ARTICLE 38. ACCOUNTING SYSTEM

Paragraph 38.0. 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 39. VERBAL AGREEMENT

Paragraph 39.0. 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.

ARTICLE 40. NOTICES

Paragraph 40.0. All notices shall be in writing and delivered in person or transmitted by certified mail, postage prepaid or electronically transmitted.

Notices to County shall be addressed as follows:

Jeff Cheek, Director
Department for HIV Elimination
137 Peachtree Street
Atlanta, Georgia 30303

Notices to Subrecipient shall be addressed as follows:

S. Elizabeth Ford, MD, District Health
Director
DeKalb County Board of Health
445 Winn Way
Suite 398
Post Office Box 40
Decatur, GA 30031

ARTICLE 41. **JURISDICTION**

Paragraph 41.0. 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 41.1. 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 42. **EQUAL EMPLOYMENT OPPORTUNITY**

Paragraph 42.0. During the performance of this Agreement, Subrecipient agrees as follows:

Paragraph 42.0.a. Subrecipient will not discriminate against any employee or applicant for employment because of race, creed, color, gender, sexual orientation, or national origin;

Paragraph 42.0.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 42.0.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 43. **FORCE MAJEURE**

Paragraph 43.0. 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 44. **INVOICING AND PAYMENT**

Paragraph 44.0. Subrecipient shall submit monthly invoices (Expenditures Report) 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 phase. The County shall review for approval of said invoices. The County shall have the right not to pay any invoice or part thereof if not properly supported, or if the costs requested or a part thereof, as determined by the County, are reasonably in excess of the actual stage of completion.

Paragraph 44.1. Subrecipient agrees to submit monthly expenditure reports covering the previous month's expenses not later than the 20th business day of each month with two exceptions: 1) the first report shall be submitted 45 business days after contract effective date; 2) the final expenditure report may be submitted no later than 45 days after the last day of February.

Paragraph 44.2. Time of Payment: Invoices for payment (Expenditure Report) shall be submitted to County by the twenty (20th) business day of the month to facilitate processing for payment in that same month. Invoices received after the first (1st) calendar day of the month may not be paid until the last day of the following month. The County shall make payments to Subrecipient by U.S. mail approximately twenty (20) days after receipt of a proper invoice. Parties hereto expressly agree that the above contract term shall supersede the rates of interest, payment periods, and contract and subcontract terms provided for under the Georgia Prompt Pay Act, O.C.G.A. § 13-11-1 *et seq.*, pursuant to O.C.G.A. § 13-11-7(b), and the rates of interest, payment periods, and contract and subcontract terms provided for under the Prompt Pay Act shall have no application to this Agreement; parties further agree that the County shall not be liable for any interest or penalty arising from late payments.

Paragraph 44.3. Submittal of Invoices: Subrecipient shall submit all original invoices to:

Department for HIV Elimination
137 Peachtree Street, S.W.
Atlanta, Georgia 30303
Telephone: (404) 612-8285

Paragraph 44.4. 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 44.5. Payment of Sub-Subrecipients/Suppliers: The Subrecipient must certify in writing that all sub-Subrecipients 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 sub-Subrecipients or suppliers until it has received a progress payment from Fulton County, the prime Subrecipient shall pay all sub-Subrecipients 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 44.6. 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) 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 44.7. Closeout and Final Invoice. Final Invoice (Expenditure Report) 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 44.7.a. Subrecipient shall submit a final Implementation Plan (on the form

provided by the County) indicating the number of clients served, number of service units, and funds expended by funded priority category for each objective and shall provide the numerator, denominator and percentage of clients served that achieved the required outcome objective(s).

ARTICLE 45. TAXES

Paragraph 45.0. 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 46. PERMITS, LICENSES AND BONDS

Paragraph 46.0. 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.

ARTICLE 47. NON-APPROPRIATION

Paragraph 47.0. 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 47.1. 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 48. WAGE CLAUSE

Paragraph 48.0. 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 49. WHISTLEBLOWER PROTECTION

Paragraph 49.0. 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 contractors, grantees, subrecipients, 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 49.1. 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 49.2. 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 49.3. 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, recipient, grantee, or subgrantee who has responsibility to investigate, discover, or address misconduct.

ARTICLE 50. **ANTI-KICKBACK**

Paragraph 50.0. Subrecipient shall participate in structured and on-going efforts to avoid fraud, waste and abuse (mismanagement) in any federally funded program.

Paragraph 50.1. 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 50.2. Subrecipients which are Medicare and Medicaid subgrantees shall have in place the required Corporate Compliance Plan.

ARTICLE 51. CLIENT RIGHTS AND RESPONSIBILITIES

Paragraph 51.0. 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 51.1. 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 52. TITLE VI COMPLIANCE

Paragraph 52.0. 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 52.1. 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 52.2. During the performance of this contract, Subrecipient, for itself, its assignees, and successors in interest agree as follows:

Paragraph 52.2.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 52.2.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
- F. 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.
- G. Incorporation of Provisions

Paragraph 52.3. 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 53. NATIONAL MONITORING STANDARDS

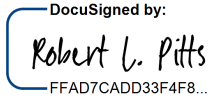
Paragraph 53.0. Subrecipient shall comply with HRSA’s monitoring standards including: Part A Program Fiscal Monitoring Standards, Part A Program Monitoring Standards, and Universal Monitoring Standards (<https://careacttarget.org/library/part-and-b-monitoring-standards>).

ARTICLE 54. UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS

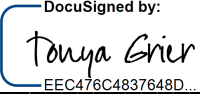
Paragraph 54.0. As applicable, Subrecipient shall comply with 2 CFR 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and 45 CFR 75 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards.

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

FULTON COUNTY, GEORGIA

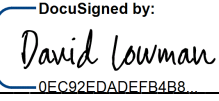
By:  DocuSigned by:
Robert L. Pitts, Chairman
Board of Commissioners
10/13/2020
Date

Attest:

 DocuSigned by:
Tonya Grier
Interim Fulton County Clerk to the Commission

ITEM #: 2020-0669 Date: Regular Meeting 10/7/20

APPROVED AS TO FORM:

 DocuSigned by:
David Lowman
Office of the County Attorney

SUBRECIPIENT:

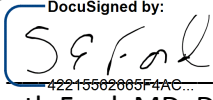
By:  DocuSigned by:
S. Elizabeth Ford, MD, District Health Director
DeKalb County Board of Health
445 Winn Way
Suite 398
Post Office Box 40
Decatur, GA 30031
10/09/2020
Date

EXHIBIT A

Work Plan Goals and Objectives Tied to Approved Budget

WORK PLAN – DeKalb County Board of Health					
Priority Category	MNT EtHE - Extended Hours		Total funding in this category:		\$27,988
Care Continuum Impact	Retention	Viral Suppression	Engagement	Choose an item.	Choose an item.
Does this goal focus on persons in care, but not virally suppressed?					Yes
EtHE Goal # and Goal	Goal 2. Improve health outcomes to reach sustained viral suppression.				
Objective # & Objective	Objective 2.3 Achieve and maintain viral suppression.				
Key Action Steps		Timeline	Person(s) Responsible	Progress Measure(s)	
1 Develop and implement program restructuring to enable extended hours		July 15. 2020 – August 31, 2020	Program Coordinator	By August 31, 2020, provide a nutritional schedule that includes Clifton Springs Health Center's Extended Hours	
2 Hire Nutritionist to serve caseload.		July 15. 2020 – August 31, 2020	Program Coordinator	By August 31, 2020, patients are receiving nutritional services from the nutritionist.	

WORK PLAN – DeKalb County Board of Health					
Priority Category	MH EtHE - Extended Hours		Total funding this category:		\$44,629.00
Care Continuum Impact	Retention	Engagement	Prescription of ART	Viral Suppression	Choose an item.
Does this goal focus on persons in care, but not virally suppressed?					Yes
EtHE Goal # and Goal	Goal 2. Improve health outcomes to reach sustained viral suppression.				
Objective # & Objective	Objective 2.1 Engage and retain PLWH in medical care.				
Key Action Steps		Timeline	Person(s) Responsible	Progress Measure(s)	

1 Develop and implement programmatic structure	July 15. 2020 – August 31, 2020	Program Coordinator	By August 31, 2020, provide a mental health and support group schedule that includes Clifton Springs Health Center's Extended Hours
2 Hire Licensed Counselor to serve caseload.	July 15. 2020 – August 31, 2020	Program Coordinator	By August 31, 2020, patients are receiving mental health services from the Mental Health Counselor.
3 Continuously identify target population(s) needing support groups and develop support group meeting schedule for extended hours.	July 15. 2020 – August 31, 2025	Mental Health Counselor, Program Coordinator, and Data Specialist.	Provide 120 Support Group sessions at primary and secondary locations by February 28, 2025.

WORK PLAN – DeKalb County Board of Health						
Priority Category	LING EtHE - Extended Hours		Total funding in this category:		\$9,350	
Care Continuum Impact	Linkage	Retention	Engagement	Prescription of ART	Viral Suppression	
Does this goal focus on persons in care, but not virally suppressed?						Yes
EtHE Goal # and Goal	Goal 3. Reduce barriers to care by responding to outbreaks and addressing disparities in the jurisdiction.					
Objective # & Objective	Objective 1.1 Enhance and improve capacity of services and infrastructure for quality care.					
Key Action Steps		Timeline		Person(s) Responsible	Progress Measure(s)	
1 Develop and implement programmatic structure to support culturally and linguistically appropriate services		July 15, 2020 – February 2025		Program Coordinator/ Program Staff	By February 28, 2025 provide culturally and linguistically appropriate services to 200 EtHE clients via	

			ASL Interpreter.
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WORK PLAN – DeKalb County Board of Health						
Priority Category	TRANSP EtHE - Extended Hours		Total funding in this category:		\$5,544	
Care Continuum Impact	Linkage	Retention	Engagement	Viral Suppression	Choose an item.	
Does this goal focus on persons in care, but not virally suppressed?						Choose an item.
EtHE Goal # and Goal	Goal 1. Increase access to care to ensure PLWH receive treatment rapidly					
Objective # & Objective	Objective 3.2 Increase the provision of core medical and support services aimed at reducing barriers to care.					
Key Action Steps		Timeline	Person(s) Responsible	Progress Measure(s)		
1 Develop and implement programmatic structure to public transportation for clients during extended hours		July 15, 2020 – February 2025	Program Coordinator/ Program Staff	By February 28, 2025 provide public transportation (MARTA cards and rideshare) to 1,275 EtHE clients for linkage, medical appointments, educational/support group sessions, and Client Advisory Board Meetings.		

EXHIBIT B

Approved Budget and Budget Justification

(Included at end of Document)

EXHIBIT C

Funding Exclusions

1. Subrecipient shall use funds in accordance with federal requirements and shall not use EtHE funds for unallowable costs (including those listed herein and in the ***“Program Manual of Policies and Procedures”*** and PPPN-004: Funding Exclusions and Restrictions.
2. Subrecipient agrees that funds awarded under this contract 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 previous contract period running from March 1 through February 28(9).
3. Subrecipient agrees that Ryan White Program 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.
4. Subrecipient agrees that funds may not be used to make payments to recipients of services.
5. Subrecipient agrees that funds will not be used to make payments for any item or service to the extent that payment has been made, or can reasonably be expected to be made, by another third party benefits program or by an entity that provides services on a prepaid basis.
6. 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.
7. Subrecipient agrees that no funds will be used for influencing or attempting to influence members of Congress and other Federal personnel.
8. 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.
9. Subrecipient agrees that no funds awarded under this contract will be used for foreign travel.
10. Subrecipient agrees that no funds will be used for outreach activities that have HIV prevention education as their exclusive purpose.
11. 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 Ryan White activities.
12. 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.
13. 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.

14. Subrecipient agrees that EtHE 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.
15. 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.)
16. Subrecipient shall spend no more than 10% of the amount 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)**
- A. Subrecipient is expected to maintain documentation of the following which shall be made available to the County and HRSA upon request:
- 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 RWHAP 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.

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.

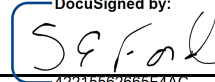
Subrecipients must agree to comply with Federal and State laws, rules and regulations of the County's policy relative to nondiscrimination in client and client service practices because of political affiliation, religion, race, color, sex, handicap, age, sexual orientation, or national origin.

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:

42215562665F4AC...

TITLE OF AUTHORIZED CERTIFYING OFFICIAL:**DISTRICT HEALTH DIRECTOR/CEO****APPLICANT ORGANIZATION:****DEKALB COUNTY BOARD OF HEALTH****DATE:** 10/09/2020

EXHIBIT E

Certifications PHS-5161-1

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

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

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

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

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

2. CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing an ongoing drug-free awareness program to inform employees about--
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (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

- 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 under-

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

- (2) If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. (If needed, Standard Form-LLL, "Disclosure of Lobbying Activities," its instructions, and continuation sheet are included at the end of this application form.)
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

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

5. CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

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

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

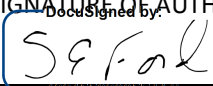
SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 	TITLE DISTRICT HEALTH DIRECTOR/CEO
APPLICANT ORGANIZATION DEKALB COUNTY BOARD OF HEALTH	DATE SUBMITTED 10/09/2020

EXHIBIT F

ASSURANCES – NON-CONSTRUCTION PROGRAMS

(SF 424B)

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.

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Standard Form 424B (Rev. 7-97)
Prescribed by OMB Circular A-102

9. Will comply, as applicable, with the provisions of the Davis-Bacon 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. §§327-333), 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.

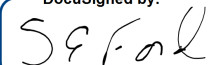
SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL <small>DocuSigned by:</small> 	TITLE DISTRICT HEALTH DIRECTOR/CEO
APPLICANT ORGANIZATION DEKALB COUNTY BOARD OF HEALTH	DATE SUBMITTED 10/09/2020

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.¹

(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

¹ 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.

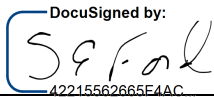
Signature of Authorized Certifying Official 	Title DISTRICT HEALTH DIRECTOR/CEO
Organization DEKALB COUNTY BOARD OF HEALTH	Date 10/09/2020

EXHIBIT H

FEDERAL AWARD REPORTING DATA

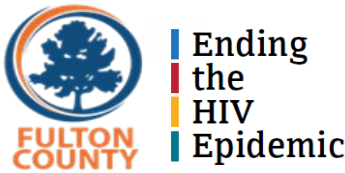
As the Prime Awardee, Fulton County is required to provide the following information for any federal reports required by your agency.

1. FAIN	2. CFDA	3. Award Date	4. Title
1 UT8HA33933-01-00	93.686	02/20/2020	Ending the HIV Epidemic: A Plan for America — Ryan White HIV/AIDS Program Parts A and B

5. Federal Awarding Agency: U.S. Department of Health and Human Services (HHS) – Health Resources and Services Administration (HRSA)
6. Pass-Through Entity:
 Fulton County Government
 Board of Commissioners
 141 Pryor Street, SW
 Atlanta, GA 30303
7. Project Description: In February 2019, the Administration announced a new initiative, Ending the HIV Epidemic: A Plan for America. This 10-year initiative beginning FY 2020 seeks to achieve the important goal of reducing new HIV infections in the United States to less than 3,000 per year by 2030. The first phase of the initiative will focus on 48 counties, Washington, D.C., San Juan, PR, and 7 states that have a substantial rural HIV burden. By focusing on these jurisdictions in the first phase of the initiative, the U.S. Department of Health and Human Services (HHS) plans to reduce new HIV infections by 75 percent within 5 years. Across the United States, the initiative will promote and implement the four Pillars to substantially reduce HIV transmissions – Diagnose, Treat, Prevent, and Respond. This project focuses on implementing activities in Pillar Two (Treat) and Pillar Four (Respond).

HRSA DISCLAIMER

This project is supported by the Health Resources and Services Administration (HRSA) of the U.S. Department of Health and Human Services (HHS) as part of three awards totaling \$31,220,956 with 0 percentage financed with non-governmental sources. The contents are those of the author(s) and do not necessarily represent the official views of, nor an endorsement, by HRSA, HHS or the U.S. Government.




DeKalb County Board of Health

BUDGET

CORE MEDICAL SERVICES: PRIORITY CATEGORY SUMMARY

EXTENDED HOURS



		TOTAL	EXTENDED HOURS SUBTOTAL	MNT EtHE - Extended Hours	MH EtHE - Extended Hours	
A	Personnel	Salary	\$ 61,500	\$ 61,500	\$ 22,000	\$ 39,500
		Fringe	\$ 892	\$ 892	\$ 319	\$ 573
B	Materials & Supplies	Medications	\$ 3,125	\$ 3,125	\$ 3,125	-
		Other	\$ 500	\$ 500	-	\$ 500
Total Direct Charges		\$ 66,017	\$ 66,017	\$ 25,444	\$ 40,573	
K	Indirect Charges		\$ 6,600	\$ 6,600	\$ 2,544	\$ 4,056
TOTAL		\$ 72,617	\$ 72,617	\$ 27,988	\$ 44,629	
		\$ 72,617	\$ 72,617			

SUPPORT SERVICES: PRIORITY CATEGORY SUMMARY

EXTENDED HOURS

		TOTAL	EXTENDED HOURS SUBTOTAL	LING EtHE - Extended Hours	TRANSP EtHE - Extended Hours
F J	Medical Transportation	\$ 5,040	\$ 5,040	\$ -	\$ 5,040
	Other	\$ 8,500	\$ 8,500	\$ 8,500	\$ -
	Total Direct Charges	\$ 13,540	\$ 13,540	\$ 8,500	\$ 5,040
K	Indirect Charges	\$ 1,354	\$ 1,354	\$ 850	\$ 504
	TOTAL	\$ 14,894	\$ 14,894	\$ 9,350	\$ 5,544
		\$ 14,894	\$ 14,894		

TOTAL REQUEST	\$ 87,511
Admin Total \$	\$ 8,454
Admin Total %	9.66% Administrative total cannot exceed 10%

A. Salary & Fringe	1	2	3	4	5	6	7	8	9	10	11	12	13	14
	Position Number	Priority (SELECT FROM LIST)	Position Title	Employee Name	TOTAL Annual Salary from ALL Sources	% of Time on EtHE Project in THIS Priority Category	EtHE Salary Total	Fringe Rate	EtHE Fringe Total	EtHE Personnel Total	% Admin	ADMIN TOTAL	Goal # and Objective #(s) from Workplan	DETAILED JOB DESCRIPTION SPECIFIC TO PRIORITY CATEGORY
		MNT EtHE – Exter	Nutritionist	Vacant	\$ 22,000.00	100.00%	\$ 22,000	1.45%	\$ 319	\$ 22,319	0.00%	\$ -	Goal #2/Objective #2.3	Performs a comprehensive nutritional assessment, including Body Mass index assessment, provides nutritional education, develops a nutritional treatment plan, and makes appropriate referrals.
		MH EtHE – Exter	Social Services Provider	Vacant	\$ 39,500.00	100.00%	\$ 39,500	1.45%	\$ 573	\$ 40,073	0.00%	\$ -	Goal #2/Objective #2.1	Conducts the new client intake and orientation and EMA screening assessment. Provides Substance Abuse/Mental Health Screening and counseling. Provides mental health and substance abuse treatment referrals. Provide referral and linkage to social support services. Provides clients with HIV risk reduction counseling; identify risk behaviors, develop mental health treatment goals, and action plan; as well as implement mental health counseling strategies to address the presenting mental health diagnosis, needs and issues. Provides psychotherapy and counseling to individuals, couples, and families; and make referrals to external agencies where appropriate.
		NONE			\$ -	0.00%	\$ -	0.00%	\$ -	\$ -	0.00%	\$ -		

Overtime

1	2	3	4	5	6	7	8	9	10	11	12	13	
Position Number	Priority Category (SELECT FROM LIST)	Position Title	Employee Name	Overtime Rate per Hour	# of Hours Overtime/Month	# Months Overtime/Month	Overtime Total	Fringe Rate	EtHE Fringe Total	TOTAL	% Admin	ADMIN TOTAL	
	NONE			\$ -	0.00	0.00	\$ -	0.00%	\$ -	\$ -	0.00%	\$ -	\$ -

Fringe Category	Fringe % (Full-Time Employees)	Fringe % (Part-Time Employees)
Other: Medicare		1.45%
Total:	0.00%	1.45%

											11
B. Supplies	1	2	3	4	5	6	7	8	9	10	Goal # and Objective #(s) from Workplan
	Priority Category (SELECT FROM LIST)	Line Item	What Supply? (SELECT FROM LIST)	Cost/Month	# of Months	Cost/Unit	# of Units	Cost Requested	% Admin	ADMIN TOTAL	
	MNT EtHE – Extended Hours	Supplies	Non-ADAP Formulary Medications	\$ 260.42	12	\$ -	0	\$ 3,125	0.00%	\$ -	
	MH EtHE – Extended Hours	Supplies	Office Supplies	\$ 41.67	12	\$ -	0	\$ 500	100.00%	\$ 500	
	NONE	Supplies	NONE	\$ -	0	\$ -	0	\$ -	0.00%	\$ -	
								\$ 3,625			

F. Medical Transportation	1	2	3	4	5	6	7	8	9	10
	Priority Category (SELECT FROM LIST)	Method of Travel (SELECT FROM LIST)	Purpose/Destination (Where is the client going?)	Cost Per One-Way Trip	Trips/Month/Client	Describe how cost/trip and # of trips/month were calculated	# of Months	# of Clients	Cost Requested	Goal # and Objective #(s) from Workplan
	TRANSP EtHE – Extended Hours	Rapid Transit	Appointment to and from clinic	\$ 3.50	2	2 Oneway MARTA card per client per month for 60 clients for 12 months.	12	60	\$ 5,040	Goal #1/Objective #3.2
									\$ -	\$ -
									5,040	

J. Other	1	2	3	4	5	6	7	8	9
	Priority Category (SELECT FROM LIST)	Line Item	What is Being Requested?	Total EtHE Cost/Month	# of Months	LINE ITEM TOTAL	ADMIN TOTAL	ADMIN TOTAL	Goal # and Objective #(s) from Workplan
	LING EtHE – Extended Hours	Other	Interpretations and sign languages	\$ 708.33	12	\$ 8,500	0.00%	\$ -	Goal #3/Objective #1.1
				\$ -	0	\$ -	0.00%	\$ -	\$ -
						\$ 8,500			

K. Indirect	1	2	3	4	5	6	7	8	9
	Priority Category (SELECT FROM LIST)	Line Item	Item Description	Total Cost/Month	# of Months	LINE ITEM TOTAL	% Admin	ADMIN TOTAL	Goal # and Objective #(s) from Workplan
	MNT EtHE – Extended Hours	Other	Indirect Cost Rate	\$ 212.03	12	\$ 2,544	100.00%	\$ 2,544	Goal #2/Objective #2.3
	MH EtHE – Extended Hours	Other	Indirect Cost Rate	\$ 338.00	12	\$ 4,056	100.00%	\$ 4,056	Goal #2/Objective #2.1
	TRANSP EtHE – Extended Hours	Other	Indirect Cost Rate	\$ 42.00	12	\$ 504	100.00%	\$ 504	Goal #1/Objective #3.2
	LING EtHE – Extended Hours	Other	Indirect Cost Rate	\$ 70.83	12	\$ 850	100.00%	\$ 850	Goal #3/Objective #1.1
	NONE	Other	Indirect Cost Rate	\$ -	0	\$ -	0.00%	\$ -	\$ 7,954



Ending
the
HIV
Epidemic

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

Atlanta Eligible Metropolitan Atlanta Area

THIS AGREEMENT, entered into this 1st day of September 2020 through February 28, 2026 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 Positive Impact Health Centers, Inc. (hereinafter referred to as "Subrecipient").

WITNESSETH:

WHEREAS, the County, as the recipient of the Ryan White Part A funds for the 20-County Atlanta Eligible Metropolitan Area ("**EMA**"), as defined in 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 #19-0818 (RM 10/16/2019) and #20-0669 (10/7/2020); and

WHEREAS, the County, has recommended funding to Positive Impact Health Centers, Inc. to facilitate the approved program for a total not to exceed \$106,559.00 per year for each of 5 years 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 A: Work Plan Goals and Objectives tied to Approved Budget
- EXHIBIT B: 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

Paragraph 1.1. The foregoing documents constitute the entire Agreement of the parties pertaining to the Project hereof and is intended as a complete and exclusive statement of promises, representations, discussions and agreements oral or otherwise that have been made in connection therewith. No modifications or amendment to this Agreement shall be binding upon the parties unless the same is in writing, conforms to Fulton County Policy and Procedure 800-6 governing change orders, is signed by the County's and the Subrecipient's duly authorized representatives.

Paragraph 1.2. If any portion of the Contract Documents shall be in conflict with any other portion, the various documents comprising the Contract Documents shall govern in the following order of precedence: 1) the Agreement, 2) 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 A: *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 Positive Impact Health Centers, Inc. to render the services defined and required herein.

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

Paragraph 3.3. Subrecipient represents that Positive Impact Health Centers, 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. 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 A: *Work Plan Goals and Objectives tied to Approved Budget*.

Paragraph 4.1. 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 20RW0610-MH FY20 EtHE RWHAP Services and with the goals and objectives approved by the County which are described in EXHIBIT A: *Work Plan Goals and Objectives tied to Approved Budget*.

Paragraph 4.2. Subrecipient agrees to designate an individual or individuals to fully participate in the Metropolitan Atlanta HIV Health Services Planning Council's Comprehensive Plan, Assessment and Quality Management processes. The name(s) of designee(s) 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. Notification of changes in the individual(s) serving as the designees shall be provided in writing to the Department for HIV Elimination no later than 14 days after the

change.

Paragraph 4.3. Subrecipient agrees to participate in the needs assessment processes to provide information that will lead to the development of a continuous quality improvement system.

Paragraph 4.4. Subrecipient agrees to undertake and maintain quality management program(s) and quality service indicators for each EtHE 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). 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.

Paragraph 4.5. Subrecipient agrees to undertake its own client satisfaction surveys to monitor the quality of the services provided and to measure the level of consumer satisfaction. Survey results, analysis, and use of results shall be submitted with the second Quarterly Progress Report.

Paragraph 4.6. 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 4.7. Subrecipient agrees to administer the EMA's program-wide standardized client satisfaction surveys as requested.

Paragraph 4.8. Subrecipient agrees that in the performance of the Agreement, it will comply with all lawful agreements, if any, which the Subrecipient has made with any association, union, or other entity, with respect to wages, salaries, and working conditions, so as not to cause inconvenience, picketing or work stoppage.

Paragraph 4.9. Subrecipient agrees to comply with Fulton County's non-discrimination policy as set forth in EXHIBIT D: *Non-Discrimination Policy of Fulton County, Georgia*

ARTICLE 5. MODIFICATIONS

Paragraph 5.0. No amendment to this Agreement shall be binding upon the parties unless the same is in writing, approved by the Director, Department for HIV Elimination or his or her designee

and the Subrecipient's duly authorized representative noted in Paragraph 3.2.

Paragraph 5.1. No modification to this Agreement shall be binding upon the parties unless the same is in writing, approved by the Director, Department for HIV Elimination or his or her designee and the Subrecipient's duly authorized fiscal designee and programmatic designee.

Paragraph 5.2. The Director, Department for HIV Elimination is hereby authorized to approve and execute Ryan White contract modifications for renewals of this Agreement provided the renewal is at the same terms and conditions as the original Agreement, with no intervening changes. However, the Director, Department for HIV Elimination may approve modifications to add program requirements that are directly passed down from Health Resources and Services Administration ("HRSA"), as the funding agency.

ARTICLE 6.0. CONTRACT TERM

Paragraph 6.0. This agreement is effective upon execution of the contract for a five year term ending on February 28, 2026.

ARTICLE 7. REPORTING REQUIREMENTS

Paragraph 7.0. Subrecipient agrees to participate in the centralized Ryan White data system for tracking all individuals who receive services supported by EtHE 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 CAREWare provided by the County or be able to import required data into the most current version of CAREWare.

Until otherwise notified by the County in writing Subrecipient must submit the Ryan White Data Report (RDR) with each Quarterly Progress Report.

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

Subrecipient must submit a current RSR, Data Validation Report and Completeness Report with each Quarterly Progress Report. Subrecipient must submit a plan and timeline for correcting errors, warnings, or alerts and an explanation for those which cannot/should not be corrected.

Paragraph 7.1. Subrecipient agrees to provide monthly expenditure and quarterly programmatic reports as described and requested by County to document progress toward implementation of the approved program activities and services in accordance with the requirements of the Ryan White Program and other applicable regulations.

Paragraph 7.2. Subrecipient agrees to submit Quarterly Progress Reports which shall consist of, but not be limited to, narrative and quantitative information indicating progress toward meeting goals and objectives as well as the number and demographic characteristics of clients served not later than the 20thth business day after the close of the 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.

Paragraph 7.2.a. All quarterly progress reports must be submitted to Subrecipient's assigned County Project Officer on the "Quarterly Report Form" included in the "*Program Manual of Policies and Procedures*" incorporated herein by reference and 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. The "Quarterly Report Form" must be signed by your agency's **Programmatic, Fiscal and Data Designees**. Reports should be mailed, delivered, or faxed to Subrecipient's assigned County Project Officer.

Paragraph 7.3. Subrecipient agrees to maintain and submit the necessary supporting documentation to verify the cost recorded in the monthly Cumulative Contract Expenditure Report as detailed in "*Program Manual of Policies and Procedures*" and PPPN-013: Cumulative Contract Expenditure Reports.

Paragraph 7.3.a. Additional items which must be submitted with the first expenditure report are described in PPPN-013; page 4.

Paragraph 7.3.b. Additional items which must be submitted with the final expenditure report are described in PPPN-013; page 5.

Paragraph 7.4. 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 EtHE 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 EtHE funds;
- Estimated cost of providing a unit of service under each category of HIV-related services provided with EtHE funds.

Paragraph 7.5. Subrecipient is required to obtain and submit its DUNS number (Data Universal Numbering System) to the Department for HIV Elimination within 60 days of contract execution. A DUNS number may be obtained from D&B by telephone (currently 866-705-5711) or the Internet (currently at <http://fedgov.dnb.com/webform>). Upon request by the Department for HIV Elimination, the Subrecipient will obtain and provide the Unique Entity Identifier (UEI),

requested in, and assigned by, the System for Award Management ([SAM.gov](https://sam.gov)), as and when the UEI is available from SAM.gov.

Paragraph 7.6. Subrecipient agrees that it will participate in a community-based continuum of care which is defined as follows:

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 7.7. Subrecipient agrees that it will participate in the Planning Council Evaluations Committee's survey to assess the effectiveness of the administrative mechanisms. Surveys shall be completed by the fiscal designee and the programmatic designee. Survey responses shall be submitted prior to the deadline specified by the Evaluations Committee.

Paragraph 7.8. EXHIBIT H: *Federal Award Reporting Data* is provided in compliance with federal regulations.

ARTICLE 8. COMPENSATION FOR SERVICES

Paragraph 8.0. Subject to the availability and disbursement of federal funds, the legislatively approved services described in EXHIBIT A: *Work Plan Goals and Objectives tied to Approved Budget* herein shall be performed by Subrecipient for an allocation of EtHE, in an amount not to exceed \$106,559 per year for each of five years. The actual amount awarded to the Subrecipient at any one time shall equal the total amount of the purchase order(s) issued.

Paragraph 8.1. The award amount includes a contingency amount of \$0.00. 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, Department for HIV Elimination and shall be issued in writing.

Paragraph 8.2. Subrecipient shall provide County with projected spending plans as detailed in FPPN-002: Budget Spend Plan.

Paragraph 8.3. The budget attached to Contract in EXHIBIT B: *Approved Budget and Budget Justification* is a complete, approved budget for expenditures of all EtHE 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 8.4. Except as otherwise provided for in this Agreement, County will, within thirty (30) calendar days transmit (by posting in U.S. Mail) Subrecipient payments called for under this Agreement after receipt of a correct monthly Cumulative Contract Expenditure Report, required documentation and the electronic spreadsheet which are within the approved budget and provided that Subrecipient is not currently in default under any of the terms of this Agreement. Subrecipient agrees that reimbursement requested under the terms of this Contract shall be made based upon actual expenditures incurred and not upon budgeted amounts.

Paragraph 8.5. 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 8.6. 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 EtHE payments until such time that the errors have been corrected.

Paragraph 8.7. The budget total may not be exceeded; however, a plus or minus deviation of 10% within budget categories (i.e. personnel, supplies) is authorized.

Paragraph 8.8. 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 remainder of the advance, the agency shall remit payment to the County for the remainder due.

ARTICLE 9. **FUNDING EXCLUSIONS AND RESTRICTIONS**

Paragraph 9.0. Subrecipient shall use funds in accordance with federal requirements and shall not use Ending the HIV Epidemic funds unallowable costs (including those listed herein in EXHIBIT C: *Funding Exclusions* and in the "**Program Manual of Policies and Procedures**" incorporated herein by reference and available at www.ryanwhiteatl.org and PPPN-004: Funding Exclusions and Restrictions" incorporated herein by reference and available at www.ryanwhiteatl.org.

ARTICLE 10. PERSONNEL

Paragraph 10.0. 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 10.1. 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 Subrecipient as set forth herein without the prior written approval of the County. Requests for changes in key personnel or Subrecipients will not be unreasonably withheld by County.

ARTICLE 11. PROVIDERS' MEETINGS

Paragraph 11.0. Subrecipient agrees to assign appropriate staff, including the identified programmatic and fiscal designees, to attend all Ryan White Providers' Meetings.

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. TERMINATION

Paragraph 14.0. This contract shall terminate no later than 11:59 p.m. on February 28, 2026.

Paragraph 14.1. This contract may be canceled or terminated by either of the parties without cause; however, the party seeking to terminate or cancel this contract must give written notice of its intention to do so to the other party at least 30 days prior to the effective date of cancellation or termination. Subrecipient will submit final Contract expenditure report 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 14.2. 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 15. **TERMINATION OF AGREEMENT FOR CAUSE**

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

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

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

Paragraph 15.3. The County may, by written notice to 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 15.4. Subrecipient shall be entitled to receive compensation for any satisfactory work completed on such documents as reasonably determined by the County.

Paragraph 15.5. Whether or not the 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 16. **TERMINATION FOR CONVENIENCE OF COUNTY**

Paragraph 16.0. Notwithstanding any other provisions, the County may terminate this Agreement for its convenience at any time by a written notice to 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 16.1. 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 17. WAIVER OF BREACH

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

ARTICLE 18. INDEPENDENT CONTRACTOR STATUS

Paragraph 18.0. Nothing contained herein shall be deemed to create any relationship other than that of an independent contractor between the County and 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 18.1. The Subrecipient may not claim or apply for any right or privilege that applies to a County officer or employee, including but not limited to in any vacation, group medical or life insurance, disability, or retirement benefits or any other fringe benefits or benefit plans offered by County to its employees, and County will not be responsible for withholding or paying any income, payroll, Social Security or other federal, state or local taxes, making any insurance contributions, including unemployment or disability, or obtaining worker's compensation insurance on the Subrecipient's behalf.

Paragraph 18.2. 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 19. GRIEVANCE PROCEDURES

Paragraph 19.0. Subrecipient agrees to have in place a grievance process by which client complaints against the agency with respect to EtHE funded services might be addressed. A copy of the Subrecipient's grievance process must be submitted with the first request for reimbursement for services under this Agreement.

Paragraph 19.1. 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 19.2. 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 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 EtHE funds of this nondiscrimination policy.

Paragraph 20.1. 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 20.2. 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 EXHIBIT E: *Certifications – PHS-5161-1*. EXHIBIT E: *Certifications – PHS-5161-1* shall be signed by the Subrecipient's duly authorized representative noted in Paragraph 3.2.

Paragraph 20.3. Subrecipient agrees to comply with federal "Assurances for Non-Construction Programs" (Standard Form 424B) incorporated as EXHIBIT F: *Assurances – Non-Construction Programs (SF 424B)*. EXHIBIT F: *Assurances – Non-Construction Programs (SF 424B)* shall be signed by the Subrecipient's duly authorized representative noted in Paragraph 3.2.

Paragraph 20.4. Subrecipient agrees to comply with federal Legislative Mandates incorporated as EXHIBIT G: *Compliance with Legislative Mandates*. EXHIBIT G: *Compliance with Legislative*

Mandates 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 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>

ARTICLE 21. **ACCURACY OF WORK**

Paragraph 21.0. Subrecipient shall be responsible for the conformance of its work to the scope and specifications for the project, and shall promptly correct any non-conformance with specifications, without additional compensation. Acceptance of the work by the County will not

relieve Subrecipient of the responsibility to ensure that work is in conformance with specifications; provided however, that corrections to conform delivered work to specifications will not be made without additional compensation unless requested by the County within thirty calendar days after launch of the system or new feature. Subrecipient shall prepare any plans, report, fieldwork, or data required by County to ensure that work conforms to specifications. The above consultation, clarification or correction shall be made without added compensation to Subrecipient. Subrecipient shall give immediate attention to these changes so there will be a minimum of delay to others.

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

Paragraph 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, sub-Subrecipients, successors, assigns and agents from and against any and all claims or liability for compensation under the Worker's Compensation Act, Disability Benefits Act, or any other employee benefits act arising out of injuries sustained by any employees of Subrecipient. These indemnities shall not be limited by reason of the 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 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.

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 of Customer other than on a "need to know" basis; or (b) use Confidential Information for any purpose other than in the performance of this Agreement. The receiving party will hold in confidence the Confidential Information and will use Confidential Information solely to perform its obligations under this Agreement. The receiving party will take all reasonable precautions necessary to safeguard the disclosing party's property, including Confidential Information. Upon the disclosing party's request, the receiving party will return all Confidential Information. In the event that the receiving party or any of its employees, agents, subcontractors or Affiliates is required by applicable law, regulation or legal process to disclose any Confidential Information, the receiving party will (a) disclose such Confidential Information only to the extent its legal counsel determines such disclosure is required; (b) notify the disclosing party immediately so that the disclosing party may seek a protective order or other appropriate remedy; and (c) exercise all reasonable efforts to obtain assurance that confidential treatment will be accorded to such Confidential Information. Notwithstanding this clause, 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 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 author or the County is free to copyright any books, publications or other copyrightable materials developed in the course of or under this Contract. Should any copyright materials be produced as a result of this Contract, other than materials which are Confidential Information of Subrecipient described in paragraph 24.0 and materials described in paragraph 29.0, the County shall reserve a royalty free, non-exclusive and irrevocable right to reproduce, modify, publish or otherwise use and to authorize others to use the work for governmental purposes.

ARTICLE 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** available at www.ryanwhiteatl.org) and shall include:

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

Paragraph 30.0. Subrecipient agrees that Fulton County is the sole owner of all information, data, and materials that are developed or prepared subject to this Agreement. Subrecipient or any subcontractor is not allowed to use or sell any information subject to this contract for educational, publication, profit, research or any other purpose without the written and authorized consent of the Department for HIV Elimination. All electronic files used in connection to this Agreement, which are by definition, any custom software files used in connection to this Agreement, (collectively, the "Software"), shall be turned over to the County for its use after termination hereof and Subrecipient shall have no interest of any kind in such electronic files.

Paragraph 30.1. Any required licenses and fees for the Software or other required materials shall be purchased and/or paid for by Subrecipient and registered in the name of Fulton County Government, if possible. The Software as defined hereunder, specifically excludes all software, documentation, information, and materials in which Subrecipient has pre-existing proprietary rights and/or has otherwise been licensed to Subrecipient prior to this Agreement, and any upgrades, updates, modifications or enhancements thereto. Subrecipient agrees to provide at no cost to County any upgrades to any software used in connection with this Agreement which may be subsequently developed or upgraded for a period of three (3) years from the date of completion of the work under the Agreement, except in the case of commercial Software licensed to the County. Any information developed for use in connection with this Agreement may be released as public domain information by the County at its sole discretion.

Paragraph 30.2. Except as provided in the preceding paragraphs, any concepts, plans or work product produced for County under this Agreement (collectively, the "Works"), are done under

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

ARTICLE 31. COVENANT AGAINST CONTINGENT FEES

Paragraph 31.0. 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 32. INSURANCE

Paragraph 32.0. 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 33. PROHIBITED INTEREST

Paragraph 33.0. 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 33.1. 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 34. SUBCONTRACTING

Paragraph 34.0. 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 35. ASSIGNABILITY

Paragraph 35.0. 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 36. AUDITS AND INSPECTORS

Paragraph 36.0. 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 36.1 Subrecipient shall also permit County and/or representative of the County to audit, examine and make copies, excerpts or transcripts from such records of 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 36.2. 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 36.3. Subrecipient agrees that the provisions of this Article shall be included in any Agreements it may make with any subcontractor, assignee or transferee.

Paragraph 36.4. 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 36.5. 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 36.6. Subrecipient agrees to comply with the audit requirements set forth in 45 CFR 75 and with either Paragraph 34.6a or Paragraph 34.6b whichever applies under these guidelines.

Paragraph 36.6a. 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 36.6.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 36.7. 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 36.8. 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 37. RECORDS

Paragraph 37.0. The state and federal governments and the County shall have access to pertinent

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

Paragraph 37.1. Subrecipient agrees to maintain documentation as required in the “**Fulton County Government Ryan White Part A Program Manual**” and FCRW PPPN-001 Client Eligibility.

Paragraph 37.2. Subrecipient agrees to develop and maintain client records that contain documentation of client’s eligibility determination, including the following:

A. Initial Eligibility Determination & 12-month Recertification Documentation Requirements:

- HIV/AIDS diagnosis (at initial determination)
- Uninsured or underinsured status (Insurance verification as proof)
- Determination of eligibility and enrollment in other third party insurance programs including Medicaid and Medicare
- For underinsured, proof this service is **not** covered by other third party insurance programs including Medicaid and Medicare
- Proof of compliance with eligibility determination as defined by the County

B. Recertification (minimum of every six months) documentation requirements:

- Uninsured or underinsured status (Insurance verification as proof)
- Determination of eligibility and enrollment in other third party insurance programs including Medicaid and Medicare

Note: At six month recertification one of the following is acceptable: *full application and documentation, self-attestation of no change, or self- attestation of change with documentation.*

Paragraph 37.3. 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 EtHE eligibility requirements regarding serostatus and acceptable proof of HIV status.

Paragraph 37.4. For each client served with Ending the HIV Epidemic 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. Initial certification shall occur during the new client intake process and recertification shall occur no less frequently than every six months thereafter. Recertification shall occur no less frequently than every six months for clients already receiving services by Subrecipient.

Paragraph 37.5. 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.

Paragraph 37.6. 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.

Paragraph 37.7. Subrecipient is required to notify other Part A and EtHE service providers no less than 24 hours after the implementation of any cap on services, limitation of services to existing clients only, and/or limitation of new clients to residents of certain geographic areas.

Paragraph 37.8. 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 EtHE funds are the payer of last resort.

Subrecipient shall maintain documentation that all provider staff have been informed of EtHE 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 EtHE funds are the payer of last resort.

Paragraph 37.9. 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 37.10. Income generated from third-party reimbursements must be reported as program income and must be directed to programs or services which benefit Ending the HIV Epidemic or Part A clients. The Subrecipient must maintain records documenting the type and amount of income received and how expended.

Paragraph 37.11. 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 37.12. 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 37.13. 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 37.14. Subrecipient shall maintain time and effort reports sufficient to document that each employee that is funded with EtHE funds for an amount less than 100% time and effort (1 Full Time Equivalent) has worked on EtHE-funded services for an amount no less than the percent of

time for which the position is funded.

No less frequently than every six months, employees funded by EtHE funds for less than 100% time and effort shall sign a certification indicating the percentage of time the employee worked on EtHE funded services in the preceding 6 month period.

Paragraph 37.15. 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 37.16. 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 37.17. 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 morning hours (before 8:00 am) evening hours (after 5:00 pm) and/or weekend hours. The schedule for non-traditional hours must be submitted with this contract must conform to the schedule as detailed in the subrecipient's application for funding and approved by Fulton County.

ARTICLE 38. ACCOUNTING SYSTEM

Paragraph 38.0. 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 39. VERBAL AGREEMENT

Paragraph 39.0. 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.

ARTICLE 40. NOTICES

Paragraph 40.0. All notices shall be in writing and delivered in person or transmitted by certified

mail, postage prepaid or electronically transmitted.

Notices to County shall be addressed as follows:

Jeff Cheek, Director
Department for HIV Elimination
137 Peachtree Street
Atlanta, Georgia 30303

Notices to Subrecipient shall be addressed as follows:

Mr. Larry Lehman , Executive Director
Positive Impact Health Centers
3350 Beckinridge Dr., St. 200
Duluth, GA 30096 & 523 Church St, Decatur,
GA 30030

ARTICLE 41. JURISDICTION

Paragraph 41.0. 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 41.1. 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 42. EQUAL EMPLOYMENT OPPORTUNITY

Paragraph 42.0. During the performance of this Agreement, Subrecipient agrees as follows:

Paragraph 42.0.a. Subrecipient will not discriminate against any employee or applicant for employment because of race, creed, color, gender, sexual orientation, or national origin;

Paragraph 42.0.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 42.0.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 43. FORCE MAJEURE

Paragraph 43.0. 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 44. INVOICING AND PAYMENT

Paragraph 44.0. Subrecipient shall submit monthly invoices (Expenditures Report) 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 phase. The County shall review for approval of said invoices. The County shall have the right not to pay any invoice or part thereof if not properly supported, or if the costs requested or a part thereof, as determined by the County, are reasonably in excess of the actual stage of completion.

Paragraph 44.1. Subrecipient agrees to submit monthly expenditure reports covering the previous month's expenses not later than the 20th business day of each month with two exceptions: 1) the first report shall be submitted 45 business days after contract effective date; 2) the final expenditure report may be submitted no later than 45 days after the last day of February.

Paragraph 44.2. Time of Payment: Invoices for payment (Expenditure Report) shall be submitted to County by the twenty (20th) business day of the month to facilitate processing for payment in that same month. Invoices received after the first (1st) calendar day of the month may not be paid until the last day of the following month. The County shall make payments to Subrecipient by U.S. mail approximately twenty (20) days after receipt of a proper invoice. Parties hereto expressly agree that the above contract term shall supersede the rates of interest, payment periods, and contract and subcontract terms provided for under the Georgia Prompt Pay Act, O.C.G.A. § 13-11-1 *et seq.*, pursuant to O.C.G.A. § 13-11-7(b), and the rates of interest, payment periods, and contract and subcontract terms provided for under the Prompt Pay Act shall have no application to this Agreement; parties further agree that the County shall not be liable for any interest or penalty arising from late payments.

Paragraph 44.3. Submittal of Invoices: Subrecipient shall submit all original invoices to:

Department for HIV Elimination
137 Peachtree Street, S.W.
Atlanta, Georgia 30303
Telephone: (404) 612-8285

Paragraph 44.4. 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 44.5. Payment of Sub-Subrecipients/Suppliers: The Subrecipient must certify in writing that all sub-Subrecipients 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 sub-Subrecipients or suppliers until it has received a progress payment from Fulton County, the prime Subrecipient shall pay all sub-Subrecipients 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 44.6. 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) 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 44.7. Closeout and Final Invoice. Final Invoice (Expenditure Report) 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 44.7.a. Subrecipient shall submit a final Implementation Plan (on the form

provided by the County) indicating the number of clients served, number of service units, and funds expended by funded priority category for each objective and shall provide the numerator, denominator and percentage of clients served that achieved the required outcome objective(s).

ARTICLE 45. TAXES

Paragraph 45.0. 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 46. PERMITS, LICENSES AND BONDS

Paragraph 46.0. 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.

ARTICLE 47. NON-APPROPRIATION

Paragraph 47.0. 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 47.1. 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 48. WAGE CLAUSE

Paragraph 48.0. 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 49. WHISTLEBLOWER PROTECTION

Paragraph 49.0. 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 contractors, grantees, subrecipients, 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 49.1. 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 49.2. 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 49.3. 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, recipient, grantee, or subgrantee who has responsibility to investigate, discover, or address misconduct.

ARTICLE 50. **ANTI-KICKBACK**

Paragraph 50.0. Subrecipient shall participate in structured and on-going efforts to avoid fraud, waste and abuse (mismanagement) in any federally funded program.

Paragraph 50.1. 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 50.2. Subrecipients which are Medicare and Medicaid subgrantees shall have in place the required Corporate Compliance Plan.

ARTICLE 51. CLIENT RIGHTS AND RESPONSIBILITIES

Paragraph 51.0. 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 51.1. 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 52. TITLE VI COMPLIANCE

Paragraph 52.0. 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 52.1. 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 52.2. During the performance of this contract, Subrecipient, for itself, its assignees, and successors in interest agree as follows:

Paragraph 52.2.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 52.2.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
- F. 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.
- G. Incorporation of Provisions

Paragraph 52.3. 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 53. NATIONAL MONITORING STANDARDS

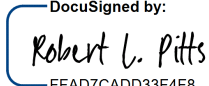
Paragraph 53.0. Subrecipient shall comply with HRSA’s monitoring standards including: Part A Program Fiscal Monitoring Standards, Part A Program Monitoring Standards, and Universal Monitoring Standards (<https://careacttarget.org/library/part-and-b-monitoring-standards>).

ARTICLE 54. UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS

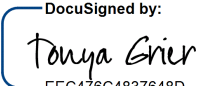
Paragraph 54.0. As applicable, Subrecipient shall comply with 2 CFR 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and 45 CFR 75 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards.

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

FULTON COUNTY, GEORGIA


By:  DocuSigned by:
Robert L. Pitts
FFAD7CADD33F4F8...
10/20/2020
Robert L. Pitts, Chairman
Board of Commissioners
Date

Attest:

 DocuSigned by:
Tonya Grier
EEC476C4837648D...
Tonya Grier
Interim Fulton County Clerk to the Commission

ITEM #: 2020-0669 Date: Regular 10/7/2020

APPROVED AS TO FORM:

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

SUBRECIPIENT:

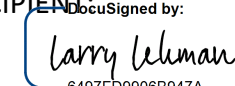
By:  DocuSigned by:
Larry Lehman
6497FD9906B947A...
10/19/2020
Mr. Larry Lehman, Executive Director
Positive Impact Health Centers
3075 Breckinridge, Blvd. Ste. 415
Duluth, GA 30096 &
523 Church St.
Decatur, GA 30030
Date

EXHIBIT A**Work Plan Goals and Objectives Tied to Approved Budget**

WORK PLAN – Positive Impact Health Centers					
Priority Category	OAHS EtHE - Extended Hours		Total funding in this category:		\$31,979
Care Continuum Impact	Linkage	Retention	Engagement	Prescription of ART	Viral Suppression
Does this goal focus on persons in care, but not virally suppressed?					Yes
EtHE Goal # and Goal	Goal 1. Increase access to care to ensure PLWH receive treatment rapidly				
Objective # & Objective	Objective 1.1 Enhance and improve capacity of services and infrastructure for quality care.				
Key Action Steps			Timeline	Person(s) Responsible	Progress Measure(s)
1. Establish team (NP, CMA, Office staff) for expanded Sat. hours			7/15/2020	Director of Clinic Services	Hire/designate Staff
2.Begin scheduling client appointments during extended Sat. hours			7/20/2020	Client Office Associates	Clients scheduled for extended Saturday slots
3.Begin providing additional hours of OAHS			7/25/2020	Director of Clinic Services	Clients attending extended hour appointments
4.Monitor and evaluate progress			9/2020, on-going	Quality & Compliance Manager	Client Satisfaction results, Service Utilization, Linkage to Care and Retention Rate

WORK PLAN – Positive Impact Health Centers					
Priority Category	MCM EtHE- Extended Hours		Total funding in this category:		\$11,668
Care Continuum Impact	Linkage	Retention	Engagement	Prescription of ART	Viral Suppression
Does this goal focus on persons in care, but not virally suppressed?					Yes

EtHE Goal # and Goal	Goal 2. Improve health outcomes to reach sustained viral suppression.		
Objective # & Objective	Objective 2.1 Engage and retain PLWH in medical care.		
Key Action Steps	Timeline	Person(s) Responsible	Progress Measure(s)
1 Hire/designate MCM for Saturday Hours	7/15/2020	Director of Client Services	Staff hired/designated
2.Begin scheduling client appointments during extended Sat. hours	7/20/2020	MCM	Clients scheduled for extended Saturday slots
3.Begin providing additional hours of MCM	7/25/2020	MCM	Clients attending extended hour appointments
4 Monitor and evaluate progress	9/2020, on-going	Quality & Compliance Manager	Client Satisfaction results, Service Utilization, Linkage to Care and Retention Rate

WORK PLAN – Positive Impact Health Centers					
Priority Category	MH EtHE - Extended Hours		Total funding in this category:	\$20,701	
Care Continuum Impact	Linkage	Retention	Engagement	Prescription of ART	Viral Suppression
Does this goal focus on persons in care, but not virally suppressed?					Yes
EtHE Goal # and Goal	Goal 2. Improve health outcomes to reach sustained viral suppression.				
Objective # & Objective	Objective 2.1 Engage and retain PLWH in medical care.				
Key Action Steps	Timeline	Person(s) Responsible	Progress Measure(s)		
1 Hire part-time MH clinician for Saturday hours	7/15/2020	Director of Behavioral Health Services	Staff hired		
2.Begin scheduling client appointments during extended Sat. hours	7/20/2020	MH Clinician	Clients scheduled for extended Saturday slots		
3.Begin providing additional hours of MH Services	7/25/2020	MH Clinician	Clients attending extended hour appointments		

4 Monitor and evaluate progress	9/2020, on-going	Quality & Compliance Manager	Client Satisfaction results, Service Utilization, Linkage to Care and Retention Rate
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WORK PLAN – Positive Impact Health Centers					
Priority Category	MH EtHE - Telehealth		Total funding in this category:	\$7,224	
Care Continuum Impact	Linkage	Retention	Engagement	Prescription of ART	Viral Suppression
Does this goal focus on persons in care, but not virally suppressed?					Yes
EtHE Goal # and Goal	Goal 2. Improve health outcomes to reach sustained viral suppression.				
Objective # & Objective	Objective 2.1 Engage and retain PLWH in medical care.				
Key Action Steps		Timeline	Person(s) Responsible	Progress Measure(s)	
1 Hire part-time MH clinician for expanded evening telehealth hours		7/15/2020	Director of Behavioral Health Services	Staff hired	
2.Begin scheduling client appointments during extended evening hours		7/20/2020	MH Clinician	Clients scheduled for extended Saturday slots	
3.Begin providing additional hours of MH Services		7/25/2020	MH Clinician	Clients attending extended hour appointments	
4 Monitor and evaluate progress		9/2020, on-going	Quality & Compliance Manager	Client Satisfaction results, Service Utilization, Linkage to Care and Retention Rate	

WORK PLAN – Positive Impact Health Centers		
Priority Category	SA-O EtHE - Extended Hours	Total funding in this category: \$6,973

Care Continuum Impact	Linkage	Retention	Engagement	Prescription of ART	Viral Suppression
Does this goal focus on persons in care, but not virally suppressed?					Yes
EtHE Goal # and Goal	Goal 2. Improve health outcomes to reach sustained viral suppression.				
Objective # & Objective	Objective 2.1 Engage and retain PLWH in medical care.				
Key Action Steps			Timeline	Person(s) Responsible	Progress Measure(s)
1 Hire part-time SA Counselor for Saturday hours			7/15/2020	Director of Addiction Services	Staff hired
2.Begin scheduling client appointments during extended Sat. hours			7/20/2020	SA Counselor	Clients scheduled for extended Saturday slots
3.Begin providing additional hours of SA Services			7/25/2020	SA Counselor	Clients attending extended hour appointments
4 Monitor and evaluate progress			9/2020, on-going	Quality & Compliance Manager	Client Satisfaction results, Service Utilization, Linkage to Care and Retention Rate

WORK PLAN – Positive Impact Health Centers					
Priority Category	SA-O EtHE Telehealth		Total funding in this category:		\$7,224
Care Continuum Impact	Linkage	Retention	Engagement	Prescription of ART	Viral Suppression
Does this goal focus on persons in care, but not virally suppressed?					Yes
EtHE Goal # and Goal	Goal 2. Improve health outcomes to reach sustained viral suppression.				
Objective # & Objective	Objective 2.1 Engage and retain PLWH in medical care.				
Key Action Steps			Timeline	Person(s) Responsible	Progress Measure(s)
1 Hire part-time SA Counselor for expanded evening telehealth hours			7/15/2020	Director of Behavioral Health Services	Staff hired

2.Begin scheduling client appointments during extended evening hours	7/20/2020	SA Counselor	Clients scheduled for extended Saturday slots
3.Begin providing additional hours of SA Services	7/25/2020	SA Counselor	Clients attending extended hour appointments
4 Monitor and evaluate progress	9/2020, on-going	Quality & Compliance Manager	Client Satisfaction results, Service Utilization, Linkage to Care and Retention Rate

WORK PLAN – Positive Impact Health Centers					
Priority Category	LING EtHE - Extended Hours		Total funding in this category:		\$1,824
Care Continuum Impact	Linkage	Retention	Engagement	Prescription of ART	Viral Suppression
Does this goal focus on persons in care, but not virally suppressed?					Yes
EtHE Goal # and Goal	Goal 2. Improve health outcomes to reach sustained viral suppression.				
Objective # & Objective	Objective 2.1 Engage and retain PLWH in medical care.				
Key Action Steps		Timeline	Person(s) Responsible	Progress Measure(s)	
1 Engage linguistic providers and language line on need for expanded Saturday hour needs		7/15/2020	Director of Client Services	Linguistic Service availability established	
2.Begin scheduling client appointments during extended Sat. hours as needed		7/20/2020	Clinic Staff, MCM/NMCM	Clients scheduled for extended Saturday slots	
3.Begin providing expanded hours of linguistic services		7/25/2020	Clinic Staff, MCM/NMCM	Clients attending extended hour appointments	
4 Monitor and evaluate progress		9/2020, on-going	Quality & Compliance Manager	Client Satisfaction results, Service Utilization, Linkage to Care and Retention Rate	

WORK PLAN – Positive Impact Health Centers					
Priority Category	TRANSP EtHE - Extended Hours			Total funding in this category: \$2,520	
Care Continuum Impact	Linkage	Retention	Engagement	Prescription of ART	Viral Suppression
Does this goal focus on persons in care, but not virally suppressed?					Yes
EtHE Goal # and Goal	Goal 2. Improve health outcomes to reach sustained viral suppression.				
Objective # & Objective	Objective 2.1 Engage and retain PLWH in medical care.				
Key Action Steps			Timeline	Person(s) Responsible	Progress Measure(s)
1 Purchase MARTA cards to provide to clients in need of transportation for expanded Saturday hour needs			7/15/2020	Director of Client Services	MARTA Cards purchased
2.Begin offering MARTA cards and taxi/Uber transportation services for expanded Saturday hours			7/20/2020	Clinic Staff, MCM/NMCM	Clients scheduled for extended Saturday slots
3.Begin providing expanded hours of linguistic services			7/25/2020	Clinic Staff, MCM/NMCM	Clients attending extended hour appointments
4 Monitor and evaluate progress			9/2020, on-going	Quality & Compliance Manager	Client Satisfaction results, Service Utilization, Linkage to Care and Retention Rate

WORK PLAN – Positive Impact Health Centers					
Priority Category	Non-MCM EtHE - Extended Hours		Total funding in this category:		\$4,445
Care Continuum Impact	Linkage	Retention	Engagement	Prescription of ART	Viral Suppression
Does this goal focus on persons in care, but not virally suppressed?					Yes
EtHE Goal # and Goal	Goal 2. Improve health outcomes to reach sustained viral suppression.				

Objective # & Objective		Objective 2.1 Engage and retain PLWH in medical care.		
Key Action Steps		Timeline	Person(s) Responsible	Progress Measure(s)
1 Hire/designate MCM/NMCM for Saturday Hours		7/15/2020	Director of Client Services	Staff hired/designated
2.Begin scheduling client appointments during extended Sat. hours		7/20/2020	MCM/NMCM	Clients scheduled for extended Saturday slots
3.Begin providing additional hours of NMCM		7/25/2020	MCM/NMCM	Clients attending extended hour appointments
4 Monitor and evaluate progress		9/2020, on-going	Quality & Compliance Manager	Client Satisfaction results, Service Utilization, Linkage to Care and Retention Rate

WORK PLAN – Positive Impact Health Centers					
Priority Category	THT EtHE		Total funding in this category:		\$12,000
Care Continuum Impact	Linkage	Retention	Engagement	Prescription of ART	Viral Suppression
Does this goal focus on persons in care, but not virally suppressed?					No
EtHE Goal # and Goal	Goal 2. Improve health outcomes to reach sustained viral suppression.				
Objective # & Objective		Objective 2.1 Engage and retain PLWH in medical care.			
Key Action Steps		Timeline	Person(s) Responsible	Progress Measure(s)	
1 Begin marketing and notifying clients of transgender hormone therapy Services		7/15/2020	Clinic Staff, MCM/NMCM, Marketing Coordinator	Website traffic, client inquiries	
2.Begin providing hormone therapy		7/20/2020	Clinic and Pharmacy staff	Clients receiving hormone therapy	
3 Monitor and evaluate progress		9/2020, on-going	Quality & Compliance Manager	Client Satisfaction results, Service Utilization, Linkage to Care and Retention Rate	

EXHIBIT B

Approved Budget and Budget Justification

(See End of Document)

EXHIBIT C
Funding Exclusions

1. Subrecipient shall use funds in accordance with federal requirements and shall not use EtHE funds for unallowable costs (including those listed herein and in the ***“Program Manual of Policies and Procedures”*** and PPPN-004: Funding Exclusions and Restrictions.
2. Subrecipient agrees that funds awarded under this contract 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 previous contract period running from March 1 through February 28(9).
3. Subrecipient agrees that Ryan White Program 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.
4. Subrecipient agrees that funds may not be used to make payments to recipients of services.
5. Subrecipient agrees that funds will not be used to make payments for any item or service to the extent that payment has been made, or can reasonably be expected to be made, by another third party benefits program or by an entity that provides services on a prepaid basis.
6. 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.
7. Subrecipient agrees that no funds will be used for influencing or attempting to influence members of Congress and other Federal personnel.
8. 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.
9. Subrecipient agrees that no funds awarded under this contract will be used for foreign travel.
10. Subrecipient agrees that no funds will be used for outreach activities that have HIV prevention education as their exclusive purpose.
11. 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 Ryan White activities.
12. 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.
13. 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.

14. Subrecipient agrees that EtHE 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.
15. 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.)
16. Subrecipient shall spend no more than 10% of the amount 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)**
 - A. Subrecipient is expected to maintain documentation of the following which shall be made available to the County and HRSA upon request:
 - 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 RWHAP 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.

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:

6497ED9906B947A

TITLE OF AUTHORIZED CERTIFYING OFFICIAL:**President and CEO****APPLICANT ORGANIZATION:****POSITIVE IMPACT HEALTH CENTERS, INC.****DATE:** 10/19/2020

EXHIBIT E

Certifications PHS-5161-1

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

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

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

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

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

2. CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing an ongoing drug-free awareness program to inform employees about--
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (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

- 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 under-

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

- (2) If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. (If needed, Standard Form-LLL, "Disclosure of Lobbying Activities," its instructions, and continuation sheet are included at the end of this application form.)
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

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

5. CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

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

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

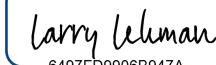
SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL  <small>6497FD9906B947A</small>	TITLE President and CEO
APPLICANT ORGANIZATION POSITIVE IMPACT HEALTH CENTERS, INC.	DATE SUBMITTED 10/19/2020

EXHIBIT F

ASSURANCES – NON-CONSTRUCTION PROGRAMS

(SF 424B)

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.

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Prescribed by OMB Circular A-102

9. Will comply, as applicable, with the provisions of the Davis-Bacon 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. §§327-333), 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.

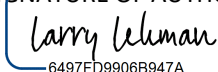
SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL  6497FD9906B947A...	TITLE President and CEO
APPLICANT ORGANIZATION POSITIVE IMPACT HEALTH CENTERS, INC.	DATE SUBMITTED 10/10/2020

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.¹

(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

¹ 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.

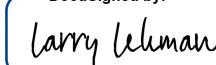
Signature of Authorized Certifying Official DocuSigned by:  6497FD9906B947A...	Title President and CEO
Organization POSITIVE IMPACT HEALTH CENTERS, INC.	Date 10/19/2020

EXHIBIT H

FEDERAL AWARD REPORTING DATA

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

1. FAIN	2. CFDA	3. Award Date	4. Title
1 UT8HA33933-01-00	93.686	02/20/2020	Ending the HIV Epidemic: A Plan for America — Ryan White HIV/AIDS Program Parts A and B

5. Federal Awarding Agency: U.S. Department of Health and Human Services (HHS) – Health Resources and Services Administration (HRSA)
6. Pass-Through Entity:
 Fulton County Government
 Board of Commissioners
 141 Pryor Street, SW
 Atlanta, GA 30303
7. Project Description: In February 2019, the Administration announced a new initiative, Ending the HIV Epidemic: A Plan for America. This 10-year initiative beginning FY 2020 seeks to achieve the important goal of reducing new HIV infections in the United States to less than 3,000 per year by 2030. The first phase of the initiative will focus on 48 counties, Washington, D.C., San Juan, PR, and 7 states that have a substantial rural HIV burden. By focusing on these jurisdictions in the first phase of the initiative, the U.S. Department of Health and Human Services (HHS) plans to reduce new HIV infections by 75 percent within 5 years. Across the United States, the initiative will promote and implement the four Pillars to substantially reduce HIV transmissions – Diagnose, Treat, Prevent, and Respond. This project focuses on implementing activities in Pillar Two (Treat) and Pillar Four (Respond).

HRSA DISCLAIMER

This project is supported by the Health Resources and Services Administration (HRSA) of the U.S. Department of Health and Human Services (HHS) as part of three awards totaling \$31,220,956 with 0 percentage financed with non-governmental sources. The contents are those of the author(s) and do not necessarily represent the official views of, nor an endorsement, by HRSA, HHS or the U.S. Government.



PIHC

BUDGET

CORE MEDICAL SERVICES: PRIORITY CATEGORY SUMMARY

		EXTENDED HOURS					
		TOTAL	EXTENDED HOURS SUBTOTAL	MCM EtHE - Extended Hours	MH EtHE - Extended Hours	OAHS EtHE - Extended Hours	SA OUT EtHE - Extended Hours
A	Personnel	\$ 61,321	\$ 48,841	\$ 7,598	\$ 16,640	\$ 20,444	\$ 4,160
	Fringe	\$ 10,619	\$ 9,371	\$ 1,975	\$ 1,664	\$ 5,315	\$ 416
B	Materials & Supplies	\$ 12,000	\$ -	\$ -	\$ -	\$ -	\$ -
	Other	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
G	Space	\$ 12,225	\$ 12,225	\$ 2,037	\$ 2,037	\$ 6,112	\$ 2,037
J	Other	\$ 1,606	\$ 886	\$ 58	\$ 360	\$ 108	\$ 360
Total Direct Charges		\$ 97,770	\$ 71,322	\$ 11,668	\$ 20,701	\$ 31,979	\$ 6,973
Indirect Charges		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL		\$ 97,770	\$ 71,322	\$ 11,668	\$ 20,701	\$ 31,979	\$ 6,973
		\$ 97,770	\$ 71,322				

TELEHEALTH		
GENERAL SUBTOTAL	MH EtHE - Telehealth	SA OUT EtHE - Telehealth
\$ 12,480	\$ 6,240	\$ 6,240
\$ 1,248	\$ 624	\$ 624
\$ -	\$ -	\$ -
\$ -	\$ -	\$ -
\$ -	\$ -	\$ -
\$ -	\$ -	\$ -
\$ 720	\$ 360	\$ 360
\$ 14,448	\$ 7,224	\$ 7,224

THT	
THT SUBTOTAL	THT - EtHE
\$ -	\$ -
\$ -	\$ -
\$ 12,000	\$ 12,000
\$ -	\$ -
\$ -	\$ -
\$ -	\$ -
\$ -	\$ -
\$ 12,000	\$ 12,000

\$ -	\$ -	\$ -
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\$ -	\$ -
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\$ 14,448	\$ 7,224	\$ 7,224
\$ 14,448		

\$ 12,000	\$ 12,000
\$ 12,000	

\$ 106,559

SUPPORT SERVICES: PRIORITY CATEGORY SUMMARY

		EXTENDED HOURS				
		TOTAL	EXTENDED HOURS SUBTOTAL	LING EtHE - Extended Hours	N-MCM EtHE - Extended Hours	TRANSP EtHE - Extended Hours
A	Personnel	\$ 1,899	\$ 1,899	\$ -	\$ 1,899	\$ -
	Fringe	\$ 494	\$ 494	\$ -	\$ 494	\$ -
B	Materials & Supplies	\$ -	\$ -	\$ -	\$ -	\$ -
F	Medical Transportation	\$ 2,520	\$ 2,520	\$ -	\$ -	\$ 2,520
G	Space	\$ 2,037	\$ 2,037	\$ -	\$ 2,037	\$ -
J	Other	\$ 1,838	\$ 1,838	\$ 1,824	\$ 14	\$ -
Total Direct Charges		\$ 8,789	\$ 8,789	\$ 1,824	\$ 4,445	\$ 2,520
Indirect Charges		\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL		\$ 8,789	\$ 8,789	\$ 1,824	\$ 4,445	\$ 2,520
		\$ 8,789	\$ 8,789			

TOTAL REQUEST	\$ 106,559
Admin Total \$	\$ 7,131
Admin Total %	6.69%

Administrative total cannot exceed 10%